



Yes  No

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

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

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

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

(Do not check if a smaller reporting company)

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act.

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012. Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

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

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

Item 17  Item 18

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

Yes  No

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

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

Yes  No

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## INTRODUCTION

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

- “we,” “us,” “our company,” “the Company,” “our” and “SINA” refer to Sina Corporation, its subsidiaries, and, in the context of describing our operations and consolidated financial information, include our consolidated variable interest entities (“VIEs”) in China;
- “China” or “PRC” refers to the People’s Republic of China and, solely for the purpose of this annual report, do not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region or Taiwan;
- “GAAP” refers to generally accepted accounting principles in the United States;
- “monthly active users” or “MAUs” refer to monthly active users, which are Weibo users who logged in and accessed Weibo through Weibo’s website, mobile website, desktop or mobile applications, SMS or connections via platform partners’ websites or applications that are integrated with Weibo, during a given calendar month. The numbers of MAUs are calculated using internal company data that has not been independently verified, and we treat each account as a separate user for purposes of calculating MAUs, although it is possible that certain individuals or organizations may have set up more than one account and certain accounts are used by multiple individuals within an organization;
- “daily active users” or “DAUs” refer to daily active users, which are Weibo users who logged in and accessed Weibo through Weibo’s website, mobile website, desktop or mobile applications, SMS or connections via platform partners’ websites or applications that are integrated with Weibo, on a given day, and “average DAUs” for a month refers to the average of the DAUs for each day during the month. The numbers of DAUs are calculated using internal company data that has not been independently verified, and we treat each account as a separate user for purposes of calculating DAUs, although it is possible that certain individuals or organizations may have set up more than one account and certain accounts are used by multiple individuals within an organization;
- “shares” refer to our ordinary shares;
- all references to “RMB” or “renminbi” are to the legal currency of China, and all references to “\$,” “dollars,” “US\$” and “U.S. dollars” are to the legal currency of the United States. Unless otherwise noted, all translations from RMB to U.S. dollars and from U.S. dollars to RMB in this annual report were made at a rate of RMB6.5063 to US\$1.00, the exchange rate on December 29, 2017 as set forth in the H.10 statistical release published by the Federal Reserve Board; and
- all discrepancies in any table between the amounts identified as total amounts and the sum of the amounts listed therein are due to rounding.

## INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

*This Annual Report on Form 20-F contains forward-looking statements. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential” or “continue,” and the negative of such terms or other comparable terminology. These statements are only predictions. Actual events or results may differ materially.*

*Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no duty to update any of the forward-looking statements after the date of this report to conform such statements to actual results or to changes in our expectations.*

*Readers are also urged to carefully review and consider the various disclosures made by us which attempt to advise interested parties of the factors which affect our business, including without limitation the disclosures made under the caption “Risk Factors” included herein.*

PART I

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

Not applicable.

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

Not applicable.

**ITEM 3. KEY INFORMATION**

**A. Selected Financial Data**

The selected consolidated financial data present the results for the five fiscal years ended and as of December 31, 2017. The selected consolidated financial data below should be read in conjunction with our consolidated financial statements and notes thereto, “Item 5. Operating and Financial Review and Prospects” below, and other information contained in this annual report.

|   | For the Year Ended December 31,          |                     |                     |                     |                     |
|---|--|---------------------|---------------------|---------------------|---------------------|
|   | 2013 <sup>(1)</sup>                      | 2014 <sup>(2)</sup> | 2015 <sup>(3)</sup> | 2016 <sup>(4)</sup> | 2017 <sup>(5)</sup> |
|   | (in \$ thousands, except per share data) |                     |                     |                     |                     |
| <b>Operations:</b>  |  |                     |                     |                     |                     |
| Net revenues  | 665,106                                  | 768,241             | 880,669             | 1,030,936           | 1,583,884           |
| Gross profit  | 394,042                                  | 477,900             | 545,289             | 676,240             | 1,169,747           |
| Income (loss) from operations                                     | 22,572                                   | (40,914)            | 12,222              | 73,276              | 388,576             |
| Income before income tax expense                                  | 58,432                                   | 168,741             | 46,143              | 304,527             | 424,239             |
| Net income  | 43,830                                   | 161,771             | 35,723              | 277,308             | 349,563             |
| Net income attributable to SINA ordinary shareholders             | 45,132                                   | 176,802             | 25,678              | 225,087             | 156,569             |
| Net income per share attributable to SINA’s ordinary shareholders |  |                     |                     |                     |                     |
| Basic   | 0.68                                     | 2.72                | 0.43                | 3.20                | 2.20                |
| Diluted   | 0.66                                     | 2.63                | 0.40                | 3.01                | 2.09                |
| Shares used in computing basic net income per share               | 66,741                                   | 64,950              | 60,237              | 70,301              | 71,284              |
| Shares used in computing diluted net income per share             | 67,087                                   | 71,565              | 60,648              | 77,511              | 73,931              |

- (1) Fiscal year 2013 results included a dilution loss of \$10.2 million in the investment in E-House (China) Holdings Limited (“E-House”), which was related to the issuance of incremental shares by E-House to its management in March 2013, whose issuance price per share was less than our average carrying value per share. We also recognized a \$6.1 million of other- than-temporary impairment loss on our investments under the cost method and a \$21.1 million gain from change in fair value of investor option liability.
- (2) Fiscal year 2014 results included: 1) a \$109.2 million gain from the sale of a portion of our investment in Alibaba Group Holding Limited (“Alibaba”) through Yunfeng E-Commerce Funds in Alibaba’s initial public offering, 2) a \$49.2 million gain as a result of the initial public offering of Tian Ge Interactive Holding Limited (“Tian Ge”), a live social video company that we invested in, 3) a gain of \$29.1 million from the acquisition by Tencent Holdings Ltd. (“Tencent”) of a 15% equity interest in Leju Holdings Limited (“Leju”), a then subsidiary of E-House, on a fully diluted basis, 4) a \$19.2 million gain as a result of the initial public offering of Leju, 5) a loss of \$47.0 million in the fair value change of option liabilities, which was related to the option granted to Alibaba, and 6) an impairment of \$14.5 million related to goodwill acquired from Beijing Weiyue Information Technology Co., Ltd (“Weiyue”), which is an online reading platform operator.
- (3) Fiscal year 2015 results included an \$18.9 million gain from the sale of a portion of our investment in Youku Tudou Inc. (“Youku Tudou”).
- (4) Fiscal year 2016 results included: 1) a \$159.5 million gain from the sales of our certain investments under cost method, 2) a \$44.2 million gain from the sale of a portion of our investment in Alibaba, 3) a \$34.5 million gain as a result of the disposal of our investment in Youku Tudou, 4) a loss of \$28.5 million in the fair value change of option liabilities related to E-House, and 5) an impairment of \$40.2 million related to goodwill and acquired intangible assets.
- (5) Fiscal year 2017 results mainly included: 1) a \$92.3 million gain from the sale of our investment in Alibaba, 2) a \$113.1 million of other-than-temporary impairment loss on our investments in Leju.

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|   | As of December 31, |           |                           |           |           |
|---|--------------------|-----------|---------------------------|-----------|-----------|
|   | 2013               | 2014      | 2015<br>(in \$ thousands) | 2016      | 2017      |
| <b>Financial position:</b>                        |                    |           |                           |           |           |
| Cash, cash equivalents and short-term investments | 1,868,239          | 2,166,538 | 2,209,853                 | 1,797,065 | 3,372,543 |
| Working capital <sup>(1)</sup>                    | 1,787,837          | 2,140,134 | 1,336,098                 | 1,684,789 | 2,829,813 |
| Total assets <sup>(2)</sup>                       | 2,881,769          | 3,692,845 | 4,356,947                 | 4,284,874 | 5,815,394 |
| Long-term liabilities <sup>(1)(2)</sup>           | 878,666            | 880,060   | 101,724                   | 222,612   | 942,865   |
| Total liabilities <sup>(2)</sup>                  | 1,206,151          | 1,271,575 | 1,480,279                 | 1,193,895 | 2,215,665 |
| Total SINA shareholders' equity                   | 1,191,210          | 2,145,772 | 2,565,272                 | 2,679,590 | 2,846,842 |
| Total shareholders' equity                        | 1,675,618          | 2,421,270 | 2,876,668                 | 3,090,979 | 3,599,729 |

(1) As of December 31, 2015, SINA's convertible notes amounting to \$800 million were reclassified into current liabilities since the holders had a right to require us to repurchase their notes on December 1, 2016. On December 1, 2016, we repurchased \$646.9 million principle amount of convertible notes upon the exercise of put option by the note holders. Following the repurchase, approximately \$153.1 million of convertible notes were outstanding with a maturity date on December 1, 2018. On October 30, 2017, Weibo, one of our subsidiaries, issued \$900 million convertible notes with a maturity date on November 15, 2022.

(2) Effective starting January 2016, ASU 2015-3 issued by the Financial Accounting Standards Board, or the FASB, requires entities to present the issuance costs of debt on the balance sheet as a direct deduction from the related debt rather than assets. Accordingly, we retrospectively reclassified \$16.1 million, \$10.5 million and \$4.9 million of the issuance cost of debt from other assets or prepaid expenses into convertible debt for 2013, 2014 and 2015, respectively.

**B. Capitalization and Indebtedness**

Not applicable.

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

Not applicable.

**D. Risk Factors**

***Risks Related to Our Business***

***We are subject to risks associated with operating in a rapidly developing and evolving industry.***

The online advertising and marketing industry is rapidly evolving in China and is subject to continuous technological developments and changing customer demands. As an online media company which generates a significant portion of its revenues from advertising and marketing services, our future success depends largely upon our ability to enhance our existing services and solutions and to introduce new services and solutions with features that meet evolving technological developments, user preferences and customer demands, all in a timely and cost-effective manner. For example, we must develop and promote new services and solutions to address the rapidly developing mobile internet environment in order to maintain our competitive position. The development of mobile technology and the increasing penetration of internet have brought China into a new era in which people gradually turn away from traditional portal websites to mobile applications for obtaining and consuming information. Along this development, we have observed slower growth of our portal advertising revenues, in particular advertising revenues generated from our portal website, as many brand advertisers shift their budget to mobile applications that attract an increasing amount of user traffic. At the same time, we have been experiencing rapid growth with our Weibo revenues as the number of Weibo users continues to increase at a fast pace in the recent years. We have made and will continue to make various efforts to cater to such changing user behavior and meet evolving customer demands, but if we do not successfully execute our business strategies, we may lose users and customers, which could have material adverse impact on our business and results of operations.

Our ability to successfully execute our business strategies depends on a number of factors, many of which are beyond our control. For example, we rely on advertisers from several industries for a majority of our portal advertising and marketing business. In 2017, approximately 63% of our portal advertising revenues in China were derived from the automobile, fast-moving consumer goods, internet service, financial services and IT sectors. If there is a downturn in advertising and marketing spending, especially in these sectors, our results of operations, cash flows and financial condition could suffer. Other factors that may affect our ability to successfully execute our business strategies include but not limited to:

- the development and retention of a large base of users possessing demographic characteristics attractive to advertisers;

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- the maintenance and enhancement of our brands in a cost-effective manner;
- increased competition and potential downward pressure on online advertising and marketing prices and limitations of display space on web pages and mobile applications;
- changes in government policy that curtail or restrict our online advertising and marketing services or content offerings or increase our costs associated with policy compliance;
- the acceptance of online advertising and marketing as an effective way for advertisers to market their businesses;
- advertisers' preferences for new online advertising and marketing formats, products or business models offered by other competitors and our ability to provide similar or competing new formats, products and solutions;
- the development of independent and reliable means of verifying levels of online advertising and traffic; and
- the effectiveness of our advertising delivery, tracking and reporting systems.

***If our social media platform Weibo is unable to compete effectively for user traffic or user engagement, our business and operating results may be materially and adversely affected.***

Competition for user traffic and user engagement is intense and Weibo faces strong competition in its business. Major Chinese internet companies, including Tencent, Baidu and NetEase, as well as new players in China who provide online media, including content aggregation and distribution services, compete directly with Weibo for user traffic and user engagement, content, talent and marketing resources. As a media platform in nature, Weibo also compete with offline media companies for audiences and content. In addition, as a social media featuring social networking services and messenger features, Weibo is subject to intense competition from providers of similar services as well as potentially new types of online services. These services include (i) messengers and other social apps and sites, such as Weixin/WeChat, QQ Mobile, Qzone Mobile, Laiwang, Douban and Momo; (ii) news apps and sites, such as those operated by other major internet companies, including Tencent, Baidu, NetEase, Sohu, Phoenix New Media and Bytedance; (iii) multi-media apps (photo, short video, live streaming, etc.), such as Momo, Kuaishou, YY, Youku Tudou, iQiyi, Tencent Video, Paipai, Bytedance and Meipai.

Weibo also competes with both offline and online games for the time and money of gamers. Weibo has begun to offer social commerce solutions to our customers that enable them to conduct e-commerce on its platform. Consequently, Weibo's offerings compete with e-commerce companies and online verticals that enable merchants to conduct e-commerce, including location-based services and online-to-offline services. In addition to direct competition, Weibo faces indirect competition from companies that sponsor or maintain high traffic volume websites or provide an initial point of entry for internet users, including but not limited to providers of search services, web browser and navigation pages, such as Baidu, UC Web and Qihoo 360. Weibo may also face increasing competition from global social media, social networking services and messengers, such as Snapchat, Instagram, Facebook, Youtube, Twitter, WhatsApp, Line, Kakao Talk and Snow. Some of Weibo's competitors may have substantially more cash, traffic, technical and other resources than Weibo does. Weibo may be unable to compete successfully against these competitors or new market entrants, which may adversely affect Weibo's business and financial performance.

We believe that Weibo's ability to compete effectively for user traffic and user engagement depends upon many factors that may be beyond our control, including:

- the popularity, usefulness, ease of use, performance and reliability of our products and services compared to those of Weibo's competitors;
- the amount, quality and timeliness of content aggregated on Weibo's platform;
- Weibo's ability to enable celebrities, KOLs, media outlets and other content creators to quickly and efficiently build a fan base and monetize from their social assets;

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- Weibo’s ability, and the ability of Weibo’s competitors, to develop new products and services and enhancements to existing products and services to keep up with user preferences and demands;
- the frequency, relevance and relative prominence of the ads displayed by Weibo or Weibo’s competitors;
- Weibo’s ability to establish and maintain relationships with platform partners;
- Weibo’s ability to provide effective customer service and support;
- changes mandated by, or that Weibo elects to make to address, legislation, regulations or government policies, some of which may have a disproportionate effect on Weibo;
- acquisitions or consolidation within Weibo’s industry, which may result in more formidable competitors; and
- Weibo’s reputation and brand strength relative to Weibo’s competitors.

***Weibo monetization may require users to accept “promoted” marketing in their feeds or private messages, which may affect user experience and cause decline in user traffic and delay in Weibo monetization.***

Weibo users typically can log into their personal accounts to view user-generated feeds and private messages from accounts that they have selected to follow. Social media companies have been subject to negative comments for introducing advertising into their users’ relation-based information feeds. We started to test promoted advertising products in Weibo at the end of December 2012 and have received user complaints. If we are unable to address user complaints to an acceptable level, Weibo’s monetization may be delayed and usage activities may decline, which may adversely impact our revenues and profitability.

***The markets for internet and social media and social networking services are highly competitive, and we may be unable to compete successfully against established industry competitors and new entrants, which could reduce our market share and adversely affect our financial performance.***

We provide online content and services for the global Chinese community, including but not limited to informational features, microblogging and social networking services as well as other fee-based services. This industry can be characterized as highly competitive and rapidly changing due to the fast growing market demand. Barriers to entry are relatively low, and current and new competitors can launch new websites, mobile applications or services at a relatively low cost. Many companies offer rich content and various services targeting this community and compete with our offerings.

In terms of informational features, we compete with existing or emerging PRC internet portals such as Baidu Inc. (“Baidu”), Tencent, NetEase, Sohu and Phoenix New Media Limited (“iFeng.com”). In addition, we also face competition from vertical websites, which may have better focus and more resources dedicated to a specific topical area, such as automobile, finance and IT information. Our competitors in this area include Hexun, East Money, China Finance Online, Autohome, Bitauto, PCAuto, Xcar, ZOL Online, PCpop.com and PConline.

As we expand our product and services offerings into social media and social networking services, online video, WAP (mobile portal), blog, light blog and messaging services, we face competition from companies that are focused in the same space. Major Chinese internet companies, including Tencent, NetEase and Sohu, as well as other microblogging services and new players in China who offer online media, including content aggregation and distribution services, compete directly with us for user traffic and user engagement, content, talent and marketing resources. In addition, as a form of social media featuring social networking services and messaging services, we are subject to intense competition from providers of similar services as well as potential new types of online services, including interest-based social products. If our social media platform Weibo fails to compete effectively for user traffic and user engagement and generate sustainable revenue growth and profit, our share price could suffer significantly. We have begun to offer social commerce solutions to our customers that enable them to conduct e-commerce on our platform. Consequently, our offerings compete with e-commerce platforms that enable merchants to conduct e-commerce, including location-based services and online-to-offline services. In addition, we may also face increasing competition from global social media and social networking services, such as Twitter and Facebook.

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In addition, we compete with companies who sponsor or maintain high traffic volume websites or provide an initial point of entry for internet users, including but not limited to, providers of search services, navigation pages, desktop applications and mobile applications. Smart phone operating system providers such as Apple Inc. (iOS), Google (Android) and Microsoft (Windows) are also becoming a threat as mobile internet users are increasingly using the application stores as an initial entry point to various internet products and services. Online companies who can aggregate significant traffic may have the ability to direct traffic to their other internet offerings and provide competing advertising and fee-based services.

We also compete for advertisers with traditional media companies, such as newspapers, magazines and television networks that have a longer history of operation and greater acceptance among advertisers. Although outdoor media companies more directly compete with traditional media such as television, they also indirectly compete with us to convert advertisers from traditional media to their own formats.

Many of our competitors have greater financial resources, a longer history of providing online services, a larger and more active user base, more established brand names and currently offer a greater breadth of products that may be more popular than our online offerings. Many of our competitors are focused solely on one area of our business and are able to devote all of their resources to that business line and can more quickly adapt to changing technology and market conditions. As internet usage in Greater China increases and the Greater China market becomes more attractive to advertisers and for conducting fee-based services, large global competitors, such as Facebook, and Google, may increasingly focus their resources on the Greater China market. We cannot assure you that we will succeed in competing against the established and emerging competitors in the market. The increased competition could result in reduced traffic, loss of market share and revenues, and lower profit margins.

***Our business is highly sensitive to the strength of our brands, and we may not be able to maintain current or attract new users, customers and strategic partners for our products and offerings if we do not continue to increase the strength of our brands and develop new brands successfully in the marketplace.***

Our operational and financial performance is highly dependent on our strong brands in the marketplace. Such dependency will increase further as the number of internet and mobile users as well as the number of market entrants in China grows. In order to retain existing and attract new internet users, advertisers, mobile customers and strategic partners, we may need to substantially increase our expenditures to create and maintain brand awareness and brand loyalty.

We receive a high degree of media coverage in Chinese communities around the world. There has in the past been various negative press coverage about our company based on untrue or unsubstantiated rumors and, as a result, the perception of our brands as well as the price of our ordinary shares has at times been negatively affected. For example, there was broad media coverage about the talk between the State Internet Information Office, which regulates the dissemination of information over internet in China, and us regarding its concerns about the spread of illegal information in our portal website sina.com.cn. Although no penalty was affirmative yet, the negative media coverage still might have jeopardized our brand and our users' willingness to use our services. We have in some cases taken affirmative steps to address such coverage. However, we cannot assure you that we will be able to diffuse negative press coverage about our company to the satisfaction of our investors, users, advertisers, customers and strategic partners. If we are unable to diffuse negative press coverage about our company, our brands may suffer in the marketplace, our operational and financial performance may be negatively impacted and the price of our ordinary shares may decline.

***We rely in part on application marketplaces, internet search engines, navigation sites and web browsers to drive traffic to our platform and website, and if we fail to appear high up in the search results or rankings, traffic to our platform and website could decline and our business and operating results could be adversely affected.***

We rely on application marketplaces, such as Apple's App Store, Google Play, Baidu Mobile Assistant, and 360 Mobile Assistant, to drive downloads of the mobile applications of our products, including Weibo, Sina News and Sina Finance. In the future, Apple, Google or other operators of application marketplaces may make changes to their marketplaces which make access to our products and services more difficult. We also depend in part on internet search engines, navigation sites and web browsers, such as Baidu, Sogou, Google, Hao123, Hao360, UC Browser and 360 Browser, to drive traffic to our website. For example, when a user types an inquiry into a search engine, we rely on a high organic search result ranking of our webpages in these search results to refer the user to our website. However, our ability to maintain high organic search result rankings is not totally within our control. Our competitors' search engine optimization, or SEO, efforts may result in their websites receiving a higher search result page ranking than ours, or internet search engines could revise their methodologies in a way that would adversely affect our search result rankings. If Internet search engines modify their search algorithms in ways that are detrimental to us, or if our competitors' SEO efforts are more successful than ours, the growth in our user base could be adversely affected. In addition, navigation websites or web browsers might reduce the recommendation of our products for various reasons occasionally. Any reduction in the number of users directed to our mobile applications or website through application marketplaces, internet search engines, navigation sites and web browsers could harm our business and operating results.

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***Due to the rapidly evolving market in which we operate, we cannot predict whether we will meet internal or external expectations of future performance.***

Our primary market is in China, where the internet industry is rapidly evolving and new products, new business models and new players emerge from time to time. In addition, regulatory changes can have an unexpected and significant impact on many aspects of our business. We believe our future success depends on our ability to significantly grow our revenues from new and existing products, business models and sales channels. However, market data on our business, especially on new products, business models and sales channels, are often limited, unreliable or nonexistent. Accordingly, our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in a fast changing market where there are abundant private and public capital to support competing new product developments, new business models and new companies. These risks include our ability to:

- offer new and innovative products;
- react quickly and effectively to regulatory changes;
- respond effectively to competitive pressures and address the effects of strategic relationships or corporate combinations among our competitors;
- maintain our current, and develop new, strategic relationships;
- increase awareness of our brand and continue to build user loyalty;
- attract and retain qualified managerial and other talented employees;
- upgrade our technology to support increased traffic and expanded services; and
- expand the content and services on our network, secure premium content and increase network bandwidth in a cost-effective manner.

Due to the rapidly evolving market in which we operate, our historical year-over-year and quarter-over-quarter trends may not provide a good indication of our future performance. For certain business lines, we have experienced high growth rates in the past and there may be expectations that these growth rates will continue. For other business lines, we have experienced declining trends. In the past, we have relied on the growth of our online advertising business to derive profitability, which we have used to fund new initiatives such as Weibo. Our online advertising business may suffer from price competition from other online advertising companies. We may have to lower our profitability or operate at a loss in order to adequately fund critical initiatives that we believe will create value for our company and strengthen our market position over the long run. Our operating results have in the past fallen below the expectations of industry analysts and investors and may fall again in the future. Our share price may decline significantly as a result of our failure to meet such expectations.

***You should not place undue reliance on our financial guidance, nor should you rely on our quarterly operating results as an indication of our future performance, because our results of operations are subject to significant fluctuations.***

We may experience significant fluctuations in our quarterly operating results due to a variety of factors, many of which are outside our control. Significant fluctuations in our quarterly operating results could be caused by various factors, including but not limited to, our ability to retain existing users and user activity levels, attract new users at a steady rate and maintain user satisfaction; the announcement or introduction of new or enhanced services, content and products by us or our competitors; lack of significant news events in the current period, resulting in lower website traffic; technical difficulties, system downtime or internet failures; changes in demand for advertising space, new advertising formats or new advertising products from advertisers; seasonality of the advertising market; the amount and timing of operating costs and capital expenditures relating to the expansion of our business, operations and infrastructure; mobile operators' policies; governmental regulation and potentially sudden changes in policies affecting our businesses; seasonal trends in internet use; a shortfall in our revenues relative to our forecasts and a decline in our operating results due to our inability to adjust our spending quickly; decreases in earnings from equity investments; impairment of our equity investments; lower interest income resulting from decrease in interest yield and cash balance; and general economic conditions and economic conditions specific to the internet, wireless, e-commerce, media/advertising industry and the Greater China market. As a result of these and other factors, you should not place undue reliance on our financial guidance, nor should you rely on quarter-to-quarter comparisons of our operating results as indicators of likely future performance. Our quarterly revenue guidance is our best estimate at the time we provide guidance. Our operating results may be below our expectations or the expectations of public market analysts and investors in one or more future quarters. If that occurs, the price of our ordinary shares could decline and you could lose part or all of your investment.

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***We have incurred and may continue to incur substantial stock-based compensation expenses.***

We adopted our 2007 share incentive plan in June 2007 and 2015 share incentive plan in July 2015. Our subsidiary Weibo adopted a 2010 share incentive plan in August 2010 and a 2014 share incentive plan in March 2014. See “Item 6. Directors, Senior Management and Employees—B. Compensation” for a detailed discussion. For the years ended December 31, 2015, 2016 and 2017, we recorded \$56.1 million, \$73.8 million and \$91.4 million, respectively, in stock-based compensation expenses. We will continue to grant stock-based compensation in the future in order to attract and retain key personnel and employees. Consequently, our stock-based compensation expenses may be recurring and even significantly increase in absolute amount, which may have a material adverse effect on our results of operations.

***Our financial results could be adversely affected by our long-term investments.***

We periodically review our long-term investments in publicly traded companies, privately held companies and limited partnerships for impairment. If we conclude that any of these investments are impaired and that such impairment is other-than-temporary, we will write down the asset to its fair value and take a corresponding charge to our consolidated statements of comprehensive income. As of December 31, 2017, our long-term investments included \$1,025.9 million in privately held companies and limited partnerships, which may not have the resources nor level of controls in place like public companies to timely and accurately provide updates about their companies to us. Furthermore, many of our investments are at an early, pre-revenue stage of development, and their impairment may be difficult to assess as market information on internet-related startups is not readily available. Determination of estimated fair value of these investments require complex and subjective judgments due to their limited financial and operating history, unique business risks and limited public information. Consequently, we may not receive information about our investments on a timely basis to properly account for them. We are unable to control these factors and an impairment charge recognized by us, especially untimely recorded, may adversely impact our financial results and share price. We recognized an impairment charge of \$6.6 million, \$36.3 million and \$122.1 million on our long-term investments in 2015, 2016 and 2017, respectively. We may continue to incur impairment charges, which could depress our profitability or subject us to incur a net loss.

On December 30, 2016, we disposed of our beneficial ownership in E-House for a combination of cash and share consideration. As a result, we became a principal shareholder of Leju. We reported our ownership in Leju using the equity method.

Our future financial results may be also adversely affected by the performance of Leju and other equity investments accounted for under the equity method. If the financial results of Leju and other equity investments accounted for under the equity method decline, it will negatively impact our financial results. Furthermore, we will not be able to report our quarterly and annual results until we have obtained the result of the Leju and other equity investments accounted for under the equity method, which we have reported a quarter in arrears. A delay in the reporting by Leju and other equity investments accounted for under the equity method could adversely affect our reporting schedule and cause the market to react negatively to our share price. Leju’s business is subject to risks that may be different than those that affect our business. Potential risks and uncertainties include, but are not limited to:

- fluctuations in China’s real estate market;

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- the highly regulated nature of, and government measures affecting, the real estate and internet industries in China;
- Leju's ability to compete successfully against current and future competitors;
- Leju's ability to continue to develop and expand Leju's content, service offerings and features, and to develop or incorporate the technologies that support them;
- substantial revenue contribution from a limited number of real estate markets, including Beijing, Shanghai, Guangzhou, Chongqing and Tianjin;
- effectiveness of Leju's contractual arrangements in providing operational control over Leju's consolidated variable interest entities in China; and
- Leju's ability to receive distributions from, and to make loans to, and direct investments in, Leju's operating entities in China.

Further information regarding these and other risks can be found in Leju's filings with the SEC. We assume no obligation to update Leju's risks factors.

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

In November 2013 we issued \$800,000,000 principal amount of convertible senior notes due 2018, which we refer to as 2018 convertible notes in this annual report. The notes bear interest at a rate of 1.00% per year, payable semiannually in arrears on June 1 and December 1 of each year, beginning on June 1, 2014. On December 1, 2016, a number of holders exercised their option rights under the indenture to require us to repurchase their notes at a price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to but excluding the repurchase date. We paid approximately \$646.9 million in cash to repurchase such notes. As of December 31, 2017, \$153.1 million principal amount of convertible senior notes were outstanding, and they will mature on December 1, 2018. In addition, in October 2017 our subsidiary Weibo issued \$900 million principal amount of convertible senior notes due 2022, which we refer to as 2022 convertible notes in this annual report. These notes bear interest at a rate of 1.25% per year, payable semiannually in arrears on May 15 and November 15 of each year, beginning on May 15, 2018, and will mature on November 15, 2022. We may not have sufficient funds to pay the interest or fulfill other obligations under the notes.

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

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

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

### ***If we are unable to keep up with the rapid technological changes of the internet industry, our business may suffer.***

The internet industry is experiencing rapid technological changes. For example, with the advances of search engines, internet users may choose to access information through search engines instead of our web portal and other web properties. With the advent of Web 2.0, the interests and preferences of internet users have shifted to user-generated content, such as social media services, social networking services and other online communities. As broadband becomes more accessible, internet users may demand content in pictorial, audio-rich and video-rich formats. With the development of 3G, 4G and 4.5G networks in China and the growing availability of Wi-Fi connections, mobile users have been shifting from the predominant text messaging services to newer applications, such as social networking, location-based services, messengers with free texting, voicemail and internet conferencing, mobile commerce, music, photo and video download sites, applications and sharing platforms, and mobile games. In addition, with a large proportion of internet usage shifting from personal computers to mobile phones and other mobile devices in China, mobile operating systems, browsers and application-based platforms may redefine the way internet companies operate, impacting our competitiveness and hindering our ability to shift our personal-computer-based offerings into the mobile environment. Our future success will depend on our ability to anticipate, adapt and support new technologies and industry standards. If we fail to anticipate and adapt to these and other technological changes, our market share, profitability and share price could suffer.

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***If we fail to successfully develop and introduce new products and services, our competitive position and ability to generate revenues could be harmed.***

We continuously develop new products and services. The planned timing or introduction of new products and services is subject to risks and uncertainties. Actual timing may differ materially from original plans. Unexpected technical, operational, distribution or other problems could delay or prevent the introduction of one or more of our new products or services. For example, we started offering online loan facilitation service in 2017, and we have been providing guarantees of borrowers' repayment obligations to lenders as part of our service. However, due to the limited history operating such business and particularly the guarantee program, we might not be able to accurately estimate the guarantee liabilities arising from the guarantee repayment.

Moreover, we cannot be sure that any of our new products and services will achieve widespread market acceptance or generate incremental revenue. If our efforts to develop, market and sell new products and services to the market are not successful, our financial position, results of operations and cash flows could be materially adversely affected, the price of our ordinary shares could decline and you could lose part or all of your investment.

***Traffic growth and user engagement depend upon effective interoperation with operating systems, networks, devices, web browsers and standards that we do not control.***

We make our products and services available across a variety of operating systems and through websites. We are dependent on the interoperability of our products and services with popular devices, desktop and mobile operating systems and web browsers that we do not control, such as Windows, Mac OS, Android, iOS, and others. Any changes in such systems, devices or web browsers that degrade the functionality of our products and services or give preferential treatment to competitive products or services could adversely affect usage of our products and services. Further, if the number of platforms for which we develop our products increases, it will result in an increase in our costs and expenses. In order to deliver high quality products and services, it is important that our products and services work well with a range of operating systems, networks, devices, web browsers and standards that we do not control. In addition, because a large number of our users access our products and services through mobile devices, we are particularly dependent on the interoperability of our products and services with mobile devices and operating systems. We may not be successful in developing relationships with key participants in the mobile industry or in developing products or services that operate effectively with these operating systems, networks, devices, web browsers and standards. In the event that it is difficult for our users to access and use our products and services, particularly on their mobile devices, our user growth and user engagement could be harmed, and our business and operating results could be adversely affected.

***New technologies could block our advertisements; desktop clients and mobile applications and may enable technical measures that could limit our traffic growth and new monetization opportunities.***

Technologies have been developed that can disable the display of our advertisements and that provide tools to users to opt out of our advertising products. Most of our revenues are derived from fees paid to us by advertisers in connection with the display of advertisement on webpages to our users. In addition, our traffic growth is significantly dependent on content viewing via mobile devices, such as smart phones and tablets. Technologies and tools for PCs and mobile devices, such as operating systems, internet browsers, anti-virus software and other applications, as well as mobile application download stores could set up technical measures to direct away internet traffic, require a fee for the download of our products or block our products all together, which could adversely affect our overall traffic and ability to monetize our services.

***Our business and growth could suffer if we are unable to hire and retain key personnel.***

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

***We may not be able to manage our expanding operations effectively, which could harm our business.***

We have expanded rapidly by launching new services, acquiring companies, entering into joint ventures and forming strategic partnerships. These new businesses, joint ventures and strategic partnerships provide various services, such as instant messaging and application development. We anticipate continuous expansion in our business, both through further acquisitions and organic growth. In addition, the geographic dispersion of our operations as a result of acquisitions and organic growth requires significant management resources that our locally based competitors do not need to devote to their operations. In order to manage the planned growth of our operations and personnel, we will be required to improve and implement operational and financial systems, procedures and controls, and expand, train and manage our growing employee base. Further, our management will be required to maintain and expand our relationships with various other websites, internet and other online service providers and other third parties necessary to our business. We cannot assure you that our current and planned personnel, systems, procedures and controls will be adequate to support our future operations. If we are not successful in establishing, maintaining and managing our personnel, systems, procedures and controls, our business will be materially and adversely affected.

***Our strategy of acquiring complementary assets, technologies and businesses may fail and may result in equity or earnings dilution.***

As part of our business strategy, we have acquired and intend to continue to identify and acquire assets, technologies and businesses that are complementary to our existing business. Acquired businesses or assets may not yield the results we expect. In addition, acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities, significant amortization expenses related to intangible assets and exposure to potential unknown liabilities of the acquired business. Moreover, the cost of identifying and consummating acquisitions, and integrating the acquired businesses into ours, may be significant, and the integration of acquired businesses may be disruptive to our existing business operations. In addition, we may have to obtain approval from the relevant PRC governmental authorities for the acquisitions and comply with any applicable PRC rules and regulations, which may be costly. The PRC government has established additional procedures and requirements that could make merger and acquisition activities by us more time-consuming and complex. For instance, as of September 1, 2011, the PRC Ministry of Commerce (“MOFCOM”) adopted a national security review rule which requires acquisitions by foreign investors of PRC companies engaged in military-related or certain other industries that are crucial to national security to be subject to security review before consummation of any such acquisition. In the event that our acquisitions are not successful, our financial condition and results of operations may be materially and adversely affected.

***We may not be able to adequately protect our intellectual properties, which could cause us to be less competitive.***

We rely on a combination of patent, copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. Despite our efforts to protect our proprietary rights, third parties may attempt to copy or otherwise obtain and use our intellectual property or seek court declarations that they do not infringe upon our intellectual property rights. Monitoring unauthorized use of our intellectual property is difficult and costly, and we cannot be certain that the steps we have taken will prevent misappropriation of our intellectual property. From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources. For example, the Trademark Review and Adjudication Board, or the TRAB, made a decision on July 28, 2017 to cancel a registered trademark of Weibo Interactive, “ 微博” due to the lack of the proof of use. We have appealed the TRAB’s decision with Beijing Intellectual Property Court. On December 25, 2017, Beijing Intellectual Property Court made the first instance judgment, lifted the TRAB’s decision and determined that the TRAB shall make a new decision on the application for review regarding the trademark. If TRAB’s new decision is not in favor of us, Weibo Interactive might have to change its trademark.

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***Many of our products and services contain open source software, and we license some of our software through open source projects, which may pose particular risks to our proprietary software, products and services in a manner that could have a negative effect on our business.***

We use open source software in our products and services and will use open source software in the future. In addition, from time to time, we contribute software source code to open source projects under open source licenses or release internal software projects under open source licenses, and anticipate doing so in the future. The terms of many open source licenses to which we are subject have not been interpreted by domestic or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our products or services. Additionally, we may from time to time face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that we developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require us to make our software source code freely available, purchase a costly license or cease offering the implicated products or services unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources, and we may not be able to complete it successfully. In addition to risks related to license requirements, use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of software. Additionally, because any software source code we contribute to open source projects is publicly available, our ability to protect our intellectual property rights with respect to such software source code may be limited or lost entirely, and we are unable to prevent our competitors or others from using such contributed software source code. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a negative effect on our business, financial condition and operating results.

***We may 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.***

We may be subject to intellectual property infringement claims or other allegations by third parties for products or 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.

Companies in the internet, technology and media industries 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 websites 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. However, these procedures may not be effective in preventing the unauthorized posting of copyrighted content.

With respect to games and applications available on our websites, we have procedures designed to reduce the likelihood of infringement. However, such procedures might not be effective in preventing games and applications, particularly those developed by third parties, from infringing upon other parties' rights. We may 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 websites.

Defending intellectual property litigation is costly and can impose a significant burden on our management and employees, and there can be no assurances that favorable final outcomes will be obtained in all cases. Such claims, even if they do not result in liability, may harm our reputation. Any resulting liability or expenses, or changes required to our platform to reduce the risk of future liability, may have a material adverse effect on our business, financial condition and prospects.

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***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 as well as audio, video and other content through our services. We have procedures designed to reduce the likelihood that content might be used without proper licenses or third-party consents. 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 displayed on our platform, 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 may 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.

Defending patent and other intellectual property litigation is costly and can impose a significant burden on management and employees, and there can be no assurances that favorable final outcomes will be obtained in all cases. 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.

***Regulatory investigations could cause us to incur additional expenses or change our business practices in a manner materially adverse to our business.***

Internet content regulation in China is continuously evolving, which can and does sometimes result in sustained periods of enhanced enforcement of content censorship, cyber security reviews, user privacy compliance, and internet financial services oversight. In recent months, relevant regulators have ordered the suspension or significant curtailment of four of China's most popular news content apps as well as one of the most popular humor platforms, all in connection with content being shared or accessed by users.

In a period of enhanced scrutiny of internet content, we may become the target of regulatory investigations or audits in connection with products or services we provide or for information or content displayed on, retrieved from or linked to our platform, or distributed to our users. During such investigation, some or all of our products, services, features or functionalities could be terminated, and our apps could be removed from relevant app stores. It is also possible that a regulatory investigation could result in changes to our policies or practices, could result in reputational harm, prevent us from offering certain products, services, features or functionalities, cause us to incur substantial costs, or require us to change our business practices in a manner materially adverse to our business.

***Our business and operations results may be harmed by service disruptions, or by our failure to timely and effectively scale and adapt our existing technology and infrastructure.***

The continual accessibility of our websites and mobile applications as well as the performance and reliability of our network infrastructure are critical to our reputation and our ability to attract and retain users, advertisers and merchants. Any system failure or performance inadequacy that causes interruptions in the availability of our services or increases the response time of our services could reduce our appeal to users and customers. Factors that could significantly disrupt our operations include system failures and outages caused by fire, floods, earthquakes, power loss, telecommunications failures and similar events; software errors; computer viruses, break-ins and similar disruptions from unauthorized tampering with our computer systems; and security breaches related to the storage and transmission of proprietary information, such as credit card numbers or other personal information.

As the number of our users increases and our users generate more content, including photos and videos on our platform, we may be required to expand and adapt our technology and infrastructure to continue to reliably store and analyze this content. It may become increasingly difficult to maintain and improve the performance of our products and services, especially during peak usage times, as our products and services become more complex and our user traffic increases. We have limited backup systems and redundancy. In the past, we experienced an unauthorized tampering of the mail server of our China websites which briefly disrupted our operations. Future disruptions or any of the foregoing factors could damage our reputation, require us to expend significant capital and other resources and expose us to a risk of loss or litigation and possible liability. We do not carry sufficient business interruption insurance to compensate for losses that may occur as a result of any of these events. Accordingly, our revenues and results of operations may be adversely affected if any of the above disruptions should occur.

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***We have contracted with third parties to provide content and services for our portal network and we may lose users and revenues if these arrangements are terminated.***

We have arrangements with a number of third parties to provide content and services to our websites and mobile applications. In the area of content, we have relied and will continue to rely on third parties for the majority of the content that we publish under the SINA brand. Although no single third-party content provider is critical to our operations, if these parties fail to develop and maintain high-quality and successful media properties, or if a large number of our existing relationships are terminated, we could lose users and advertisers and our brand could be harmed.

In addition, the PRC government has the ability to restrict or prevent state-owned media from cooperating with us in providing certain content to us, which will result in a significant decrease of the amount of content we can publish on our websites and mobile applications. We may lose users if the PRC government chooses to restrict or prevent state-owned media from cooperating with us, in which case our revenues will be impacted negatively. Certain state-owned media companies, from whom we currently procure content, have built their own portal websites and may decide to not cooperate with us in the future.

In the area of web-based services, we have contracted with various third-party providers for our principal internet connections. If we experience significant interruptions or delays in service, or if these agreements terminate or expire, we may incur additional costs to develop or secure replacement services and our relationship with our users could be harmed.

***Our future performance depends in part on support from platform and data partners.***

We have made and are continuing to make investments to enable developers to build, grow, and monetize mobile and web applications that integrate with our products like Weibo. Such existing and prospective developers may not be successful in building, growing, or monetizing mobile and/or web applications that create, maintain and enhance user engagement. Additionally, developers may choose to build on other platforms, including mobile platforms controlled by third parties instead of ours. We are continuously seeking to balance the distribution objectives of our developers with our desire to provide an optimal user experience, and we may not be successful in achieving a balance that continues to attract and retain such developers. For example, from time to time, we have taken actions to reduce the volume of communications from these developers to users with the goal to enhance user experience. In some instances, these actions, as well as other actions to enforce our policies applicable to developers, have adversely affected our relationships with such developers. If we are not successful in our efforts to continue to grow the number of developers that choose to build products that integrate with our products or if we are unable to continue to build and maintain good relationships with such developers, our user growth and user engagement and our financial results may be adversely affected.

***Increases in competition and market prices for professionally produced content may have an adverse impact on our financial condition and results of operations.***

We have recently experienced significant fee increases from some of our content providers in the areas of video content and other premium content. Competition for quality content for online advertising is intense in China. Our competitors include well-capitalized companies, both private and newly listed companies, many of whom operate on a net-loss basis, as well as well-established companies that have user traffic greater than ours. If we are unable to secure a large portfolio of professionally produced quality content due to prohibitive cost, or if we are unable to manage our content acquisition costs effectively and generate sufficient revenues to outpace the increase in content spending, our user traffic, financial condition and results of operations may be adversely affected.

***Concerns about the security of transactions and communications on the internet may reduce our user traffic and impede our growth.***

A significant barrier to transactions and communications over the internet in general has been a public concern over security and privacy, especially the transmission of confidential information. If these concerns are not adequately addressed, they may inhibit the growth of the internet and other online services generally, especially as a means of conducting commercial transactions. If a widely-publicized internet breach of security were to occur, general internet usage could decline, which could harm our brand, reduce our user traffic and adversely impact our growth and results of operations.

***Security breaches or computer virus attacks could have a material adverse effect on our business prospects and results of operations.***

Any significant breach of security of our products could significantly harm our business, reputation and results of operations and could expose us to lawsuits brought by our users and partners and to sanctions by governmental authorities in the jurisdictions in which we operate. We have in the past experienced security breaches by third parties, including hacking into our user accounts and redirecting our user traffic to other websites, and we were able to rectify the security breaches without significant impact to our operations. However, we cannot assure you that our IT systems will be completely secure from future security breaches or computer virus attacks. Anyone who is able to circumvent our security measures could misappropriate proprietary information, including the personal information of our users, obtaining users' names and passwords and enabling the hackers to access users' other online accounts, if those users use identical user names and passwords. They could also misappropriate other information, including financial information, uploaded by our users in a secure environment, such as Weibo, Weibo Wallet, SINA email, WeiDisk and other applications requiring user log-in that were internally developed or developed by third parties for use on Weibo's open application platform. Functions that facilitate interactivity with other websites, such as our Weibo Connect, that allows users to log onto partner websites using their Weibo identity, could increase the scope of access of hackers to other user accounts. These circumventions may cause interruptions in our operations or damage our brand image and reputation. Our servers may be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could cause system interruptions, website slowdown or unavailability, delays in communication or transactions, or loss of data. We may be required to incur significant additional costs to protect against security breaches or to alleviate problems caused by such breaches. In addition, a significant security breach or virus attack on our system could result in a material adverse impact on our business and results of operations.

***Spam could diminish the user experience on Weibo platform, which could damage our reputation and deter our current and potential users from using Weibo.***

"Spam" on Weibo refers to a range of abusive activities that are prohibited by Weibo's terms of service and is generally defined as unsolicited actions that negatively impact other users with the general goal of drawing user attention to a given account, site, product or idea. This includes posting large numbers of unsolicited mentions of a user, duplicate feeds, misleading links (e.g., to malware or click-jacking pages) or other false or misleading content, and aggressively following and un-following accounts, adding users to lists, sending unsolicited invitations, reposting feeds and favoriting feeds to inappropriately attract attention. Weibo's terms of service also prohibit the creation of serial or bulk accounts, both manually or using automation, for disruptive or abusive purposes, such as to post spam or to artificially inflate the popularity of users seeking to promote themselves on Weibo. Although we continue to invest resources in reducing spam on Weibo, we expect spammers will continue to seek ways to act inappropriately on our platform. In addition, we expect that increases in the number of users on our platform will result in increased efforts by spammers to misuse our platform. We continuously combat spam, including by suspending or terminating accounts we believe to be spammers and launching algorithmic changes focused on curbing abusive activities. Weibo's actions to combat spam require the diversion of significant time and focus of Weibo's engineering team from improving Weibo products and services. If Weibo is unable to effectively manage and reduce spam on Weibo, Weibo's reputation for delivering relevant content could be damaged, user engagement could decline and Weibo's operational costs could increase.

***We prioritize product innovation and user experience over short-term operating results, which may negatively affect our revenue and operating results.***

We prioritize improving the user experience for our products and services and on developing new and improved products and services for the advertisers on our platform over short-term operating results. We frequently make product and service decisions that may reduce our short-term operating results if we believe that the decisions are consistent with our goals to improve the user experience and performance for advertisers, which we believe will improve our operating results over the long term. These decisions may not be consistent with the short-term expectations of investors and may not produce the long-term benefits that we expect, in which cause our user growth and user engagement, our relationships with advertisers and our business and operating results could be harmed.

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

The number of Weibo active users is calculated using internal company data that has not been independently verified. While this number is based on what we believe to be reasonable calculations for the applicable period of measurement, there are inherent challenges in measuring usage and user engagement across Weibo's large user base of Chinese communities around the world. For example, there are a number of false or spam accounts in existence on Weibo. Although we continuously combat spam by suspending or terminating these accounts, our active user number may include a number of false or spam accounts and may not accurately represent the actual number of active accounts. We treat multiple accounts held by a single person or organization as multiple users for purposes of calculating our active users, because we permit people and organizations to have more than one account. Additionally, some accounts used by organizations are used by many people within the organization. As such, the calculations of Weibo active users may not accurately reflect the actual number of people or organizations using Weibo.

We regularly review and may adjust our processes for calculating Weibo internal metrics to improve their accuracy. Weibo's measures of user growth and user engagement may differ from estimates published by third parties or from similarly-titled metrics of our competitors due to differences in methodology. If advertisers, platform partners or investors do not perceive our user metrics to be accurate representations of our user base or user engagement, or if we discover material inaccuracies in Weibo's user metrics, our reputation may be harmed and advertisers and platform partners may be less willing to allocate their budgets or resources to Weibo, which could negatively affect our business and operating results.

***The law of the internet remains largely unsettled, which subjects our business to legal uncertainties that could harm our business.***

Due to the increasing popularity and use of the internet and other online services, it is possible that a number of laws and regulations may be adopted with respect to the internet or other online services covering issues such as user privacy, pricing, content, copyrights, distribution, antitrust and characteristics and quality of products and services. Furthermore, the growth and development of the market for e-commerce may prompt calls for more stringent consumer protection laws that may impose additional burdens on companies conducting business online. The adoption of additional laws or regulations may decrease the growth of the internet or other online services, which could, in turn, decrease the demand for our products and services and increase our cost of doing business.

In June 2017, the State Administration of Press, Publication, Radio, Film and Television of the People's Republic of China issued a public notice stating that it had requested the local competent authorities to take measures to suspend several companies' video and audio services due to their lacking of an internet audio/video program transmission license and posting of certain commentary programs with content in violation of government regulations on their sites, and Weibo is named as one of these companies. In August 2017, Beijing Integrated Law Enforcement on the Cultural Market issued two Decisions on Administrative Penalty to Weimeng, each of which imposed a warning and a fine of RMB30,000 (\$4,425) on Weimeng on the grounds that during the period from February 2016 to August 2017, Weimeng carried on internet audio/video program services without obtaining the internet audio/video program transmission license and provided online broadcasting services for relevant programs posted by certain registered users of Weibo. We have cooperated with the relevant government authorities to take corrective measures. However, there can be no assurance that there will not be any further enforcement action, the occurrence of which may result in further liabilities, penalties and operational disruption.

Moreover, the applicability to the internet and other online services of existing laws in various jurisdictions governing issues such as property ownership, sales and other taxes, libel and personal privacy is uncertain and may take years to resolve. For example, new tax regulations may subject us or our customers to additional sales and income taxes. Any new legislation or regulation, the application of laws and regulations from jurisdictions whose laws do not currently apply to our business, or the application of existing laws and regulations to the internet and other online services could significantly disrupt our operations or subject us to penalties.

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We may be subject to claims based on the content we provide over our websites and platforms and services sold on our websites and platforms, which, if successful, could cause us to pay significant damage awards.

As a publisher and distributor of content and a provider of services over the internet, we face potential liability for defamation, negligence, copyright, patent or trademark infringement and other claims based on the nature and content of the materials that we publish or distribute; the selection of listings that are accessible through our branded products and media properties, or through content and materials that may be posted by users in our classifieds, message boards, chat room services, social media, light blog, blog, online video and other areas on our websites; losses incurred in reliance on any erroneous information published by us, such as stock quotes, analyst estimates or other trading information; and unsolicited emails, lost or misdirected messages, illegal or fraudulent use of email or interruptions or delays in email service.

We may incur significant costs in investigating and defending any potential claims, even if they do not result in liability. Our insurance coverage is limited, and may not be able to cover potential claims of this type and may not be adequate to indemnify us against all potential liabilities.

***We may be subject to litigation for user-generated content provided on our websites and platforms, which may be time-consuming to defend.***

User-generated content, or UGC, has become an important source of content to draw traffic to our websites and platforms. Our UGC websites and platforms, including Weibo, light blog, blog, online video, audio streaming and photo gallery, are open to the public for posting. Although we have required our users to post only decent and unobtrusive materials and have set up screening procedures, our screening procedures may fail to screen out all potentially offensive or non-compliant UGC and, even if properly screened, a third party may still find UGC postings on our website offensive and take action against us in connection with the posting of such information. As with other companies who provide UGC on their websites, we have had to deal with such claims in the past and anticipate that such claims will increase as UGC becomes more popular in China. Any such claim, with or without merit, could be time-consuming and costly to defend, and may result in litigation and divert management's attention and resources.

***Privacy concerns may prevent us from selling demographically targeted advertising in the future and make us less attractive to advertisers.***

We collect personal data from our user base in order to better understand our users and their needs and to help our advertisers target specific demographic groups. If privacy concerns or regulatory restrictions prevent us from selling demographically targeted advertising, we may become less attractive to advertisers. For example, as part of our advertisement delivery system, we may integrate user information such as advertisement response rate, name, address, age or email address, with third-party databases to generate comprehensive demographic profiles for individual users. In Hong Kong, however, the Hong Kong Personal Data Ordinance provides that an internet company may not collect information about its users, analyze the information for a profile of the user's interests and sell or transmit the profiles to third parties for direct marketing purposes without the user's consent. If we are unable to construct demographic profiles of internet users because they refuse to give consent, we will be less attractive to advertisers and our business could suffer.

***The laws and regulations governing the Fintech service industry are developing and evolving rapidly. If our online loan facilitation service business is deemed to violate any PRC laws or regulations, our business, financial condition and results of operations would be materially and adversely affected.***

In July, 2017, we acquired a majority equity interest in Beijing Weiju Future Technology Co. Ltd, or Weiju, to launch our online loan facilitation business. Weiju generated revenue of \$20.3 million in the year of 2017. This new business is facing a rapidly evolving regulatory environment.

China has tightened regulation of Fintech services since mid-2015, the PRC government and relevant regulatory authorities have issued various laws and regulations governing the Fintech service. See "Item 4. Information on the Company—B. Business Overview—Government Regulation and Legal Uncertainties—Classified Regulations—Online loan facilitation service" for details of regulations in this industry.

For example, according to the Guidelines and the Interim Measures, intermediaries that provide online lending information services may not engage in certain activities, including, among others, (i) fund-raising for the online lending information intermediaries themselves, (ii) holding investors' fund or setting up capital pools with investors' fund, (iii) providing security or guarantee to investors as to principals and returns of investment, (iv) issuing or selling any wealth management products, (v) splitting terms of any financing project, (vi) securitization, (vii) promoting its financial products offline, and (viii) equity crowd-funding. The Interim Measures also require the intermediaries that provide online lending information services to (i) strengthen their risk management and enhance screening and verifying efforts on customers' and investors' information, (ii) register with local financial regulatory authorities, and (iii) obtain internet content provisions services, or ICP services, license. Considering these regulations and rules are relatively new and the regulations and regulations and rules in this regards continue to rapidly evolve, we are in the process of rectify Weiju's business practices to be in compliance with these regulations, including sourcing alternatives to our guarantee programs to lenders. Modifying Weiju business practices to conform to these regulations may be costly and time consuming, also might have a material negative effect on the results of operations and growth prospects of Weiju.

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To comply with existing laws, regulations, rules and governmental policies relating to the online loan facilitation service, including but not limited to the Guidelines on Information Disclosure of Business Activities of Online Lending Information Intermediaries, which were issued by the General Office of the China Banking Regulatory Commission, or CBRC in August 2017, we have implemented and will continue to implement various policies and procedures to conduct our loan facilitation business and operations. However, due to the lack of detailed rules and the fact that the relevant laws, regulations and rules are expected to continue to evolve, we cannot be certain that our existing practices would not be deemed to violate any existing or future rules, laws and regulations.

We currently guarantee repayment by borrowers in all loans facilitated by us. We may not be able to find alternative means of lender protection in time after such discontinuation may materially and adversely affect our online loan facilitation service business. Even if we successfully find alternative means of lender protection, we cannot assure you that the alternative arrangement could deliver the same level of assurance to lenders nor it would not cause adverse impact to the results of operations of our online loan facilitation service business.

The Notice on Regulating and Rectifying “Cash Loan” Business which was released in December 2017, prohibits online lending information intermediaries like Weiju from facilitating loans with no designated use of loan proceeds. Weiju’s financial institution funding partners are also prohibited from providing loans with no designated use of loan proceeds under the relevant PRC laws and regulations. With respect to the loans that are facilitated through our service and are not borrowed to finance a particular customer purchases, our lenders now require borrowers to select in their loan applications one of the specified permissible uses of loan proceeds, such as cost of living. It is unclear, however, whether such personal loans would still be deemed as loans with no designated use of loan proceeds and thus be subject to the foregoing requirement of the Notice on Regulating and Rectifying “Cash Loan” Business. If such personal loans were deemed as loans with no designated use of loan proceeds, Weiju’s financial institution lenders would also need to take necessary measures to track the actual use of loans and may require us to cooperate with them and upgrade our system, both of which could cause us to incur substantial additional expenses. If we were unable to effectively implement the foregoing or other rectification measures, we might need to reduce or even cease the funding and facilitation of such personal loans, which would cause material and adverse impact on our online loan facilitation service business.

We are unable to predict with certainty the impact, if any, that future legislation, judicial precedents or regulations relating to online loan facilitation service will have on our business, financial condition and results of operations. Furthermore, the growth in the popularity of Fintech services increases the likelihood that the PRC government will seek to further regulate this industry. If our practice is deemed to violate any existing or future laws and regulations, we may face injunctions, including orders to cease illegal activities, and may be subject to other penalties as determined by the relevant government authorities.

### ***Our board members or executive officers may have conflicts of interest.***

Two executive officers of our company, namely Mr. Charles Chao and Ms. Hong Du, are also directors of Weibo. In addition, Weibo may continue to grant share incentive compensation to our directors, officers, employees and consultants from time to time. These relationships could create, or appear to create, conflicts of interest when these persons are faced with decisions with potentially different implications for Weibo and us. Should such conflicts of interest arise, we cannot assure you that our directors and officers will act in the best interest of our company.

In addition, an executive officer of our company is also the nominee shareholder of our VIEs and may have potential conflicts of interests arisen from her different roles. See “—Risks Related to Our Corporate Structure—The shareholders of our VIEs may have potential conflicts of interest with us, which may adversely affect our business. We do not have any arrangements in place to address such potential conflicts.”

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### ***We may face certain risks related to financial products available on our Weibo wallet.***

Weibo wallet enables users to purchase different types of products and services, including financial services and products offered by Weibo platform partners. Chinese government has tightened regulation of online financing services since mid-2015. It has issued numerous laws and regulations governing online financial service. For example, on April 3, 2018, the Internet Financing Risks Special Rectification Work Leading Group under the State Council issued the Notice on Strengthening the Rectification and Inspection of Asset Management Operations via the Internet. This notice requires any entity that issues and sells fund and asset management products via the internet to obtain an asset management business license or asset management product sales license issued by the central financial management department. Operators without such license will be held to have raised funds illegally, and even subject to criminal charges in serious instances. Under this notice, current operators found in violation of applicable requirements must cease all sales of financial products and terminate or otherwise wind-down all outstanding transactions before the end of June 2018. This notice further requires that Internet platforms not act as proxies for any kind of trading or sale of financial products of operators not holding the required licensing and approvals. If any of the financial products available on our Weibo wallet are found in violation of the relevant regulations and laws, Weibo may face warnings, fines, confiscation of illegal gains, license revocations and discontinuation of the relevant business, our business, financial condition and operating results could be adversely affected.

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

The insurance industry in China is still developing and the business insurance products offered in China are limited. We have limited business liability or disruption insurance coverage for our operations. Any business disruption, litigation or natural disaster may cause us to incur substantial costs and divert our resources.

### ***We face risks related to health epidemics and natural disasters.***

Our business could be materially and adversely affected by natural disasters, health epidemics or other public safety concerns affecting the PRC. Natural disasters may give rise to server interruptions, breakdowns, system failures, technology platform failures or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our ability to operate our platform. Our business could also be adversely affected if our employees are affected by health epidemics. In addition, our results of operations could be adversely affected to the extent that any health epidemic harms the Chinese economy in general. Our headquarters are located in Beijing, where most of our management and many employees currently reside. Consequently, if any natural disasters, health epidemics or other public safety concerns were to affect Beijing, our operation may experience material disruptions, which may materially and adversely affect our business, financial condition and results of operations.

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

***In order to comply with PRC regulatory requirements, we operate our main businesses through companies with which we have contractual relationships but in which we do not have controlling ownership. If the PRC government determines that our agreements with these companies are not in compliance with applicable regulations, our business in the PRC could be adversely affected.***

The Chinese government restricts foreign investment in internet-related businesses, including internet access and distribution of content over the internet. Accordingly, we operate our internet-related businesses in China through several VIEs that are PRC domestic companies owned principally or completely by certain of our PRC employees or PRC employees of our directly-owned subsidiaries. We control these companies and operate these businesses through contractual arrangements with the respective companies and their individual owners, but we have no equity control over these companies. Such restrictions and arrangements also apply to some of the China-based companies we have acquired or in which we have invested.

We cannot be sure that the PRC government would view our contractual arrangements to be in compliance with PRC licensing, registration or other regulatory requirements, including the requirements under the MII Circular 2006, with existing policies or with requirements or policies that may be adopted in the future. On September 28, 2009, the General Administration of Press and Publication (“GAPP,” formerly the State Press and Publications Administration (“SPPA”)), the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications jointly published a notice prohibiting foreign investors from participating in the operation of online games via wholly owned, equity joint venture or cooperative joint venture investments in China, and from controlling and participating in such businesses directly or indirectly through contractual or technical support arrangements (“Circular 13”). It is not clear yet as to whether other PRC government authorities, such as the MOFCOM and the MIIT, will support GAPP to enforce the prohibition of the VIE model that Circular 13 contemplates.

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It is uncertain whether any new PRC laws, rules or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. In particular, in January 2015, the Ministry of Commerce published a discussion draft of the proposed Foreign Investment Law for public review and comments. Among other things, the draft Foreign Investment Law expands the definition of foreign investment and introduces the principle of “actual control” in determining whether a company is considered a foreign-invested enterprise. Under the draft Foreign Investment Law, variable interest entities would also be deemed as foreign-invested enterprises if they are ultimately “controlled” by foreign investors, and be subject to restrictions on foreign investments. However, the draft law has not taken a position on what actions will be taken with respect to the existing companies with the “variable interest entity” structure, whether or not these companies are controlled by Chinese parties. It is uncertain when the draft would be signed into law and whether the final version would have any substantial changes from the draft. See “—Risks Related to Doing Business in China—Substantial uncertainties exist with respect to the enactment timetable, final content, interpretation and implementation of draft PRC Foreign Investment Law published for public comments and how it may impact the viability of our current corporate structure, corporate governance and business operations.”

If we are deemed to be in violation of any existing laws or regulations, the PRC government could levy fines, revoke our business and operating licenses, require us to discontinue or restrict our operations, restrict our ability to collect payments, block our website, require us to restructure our business, corporate structure or operations, impose restrictions on our business operations or on our customers, impose additional conditions or requirements with which we may not be able to comply, or take other regulatory or enforcement actions against us. The imposition of any of these penalties could result in a material and adverse effect on our ability to conduct our business and on our results of operations. If any of these penalties results in our inability to direct the activities of our VIEs that most significantly impact their economic performance, and/or our failure to receive the economic benefits from our VIEs, we may not be able to consolidate the VIEs in our consolidated financial statements in accordance with U.S. GAAP.

We may also encounter difficulties in obtaining performance under or enforcement of related contracts. For example, as part of the contractual arrangements described above, our relevant subsidiaries and the nominee shareholders of the VIEs entered into equity pledge agreements pursuant to which the nominee shareholders of the VIEs pledged their respective equity interests in the VIEs to our respective subsidiaries. We believe that the equity pledge agreements between our subsidiaries and the shareholders of the relevant VIEs as contracts between the parties thereto became effective and valid on the date when the agreements were duly executed. Therefore, lack of registration does not limit the ability of our subsidiaries to enforce their contractual rights against the equity holders of the VIEs under the equity pledge agreements, such as the rights to ask the equity holders to register the equity pledge and demand the equity holders to transfer the equity interests being pledged in the event of default under contracts secured by the equity pledge. However, according to the PRC Property Rights Law, such pledges can only be perfected upon their registration with the relevant local office of the Administration for Industry and Commerce. Before a successful registration of the equity pledges, we cannot assure you that our subsidiaries’ interests as pledgee will prevail over those of third parties who acquired the equities in the VIEs in good faith. As of the date of this annual report, we have registered the equity pledge on the shares of all our significant VIEs, except for Beijing Sina Internet Information Service Co., Ltd., or the ICP Company, Beijing Star-Village Online Cultural Development Co., Ltd., or Star VI, and Beijing Weimeng Technology Co., Ltd, or Weimeng in which cases registrations of certain equity pledges are still in the process.

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

Because PRC regulations restrict our ability to provide internet content directly in China, we are dependent on our VIEs, in which we have little or no equity ownership interest, and must rely on contractual arrangements to control and operate the businesses and assets held by our VIEs, such as the Internet Content Provision License, the Value-Added Telecommunication Services Operating License, the Payment Service License, the Online Culture Operating Permit and certain trademarks, patents, copy rights and domain names. These contractual arrangements may not be as effective in providing control over these entities as direct ownership. If our VIEs or their respective shareholders fail to perform their respective obligations under the contractual arrangements of which they are a party, we may have to incur substantial costs and resources to enforce our rights under the contracts, and rely on legal remedies under PRC law, including seeking specific performance or injunctive relief and claiming damages, which may not be effective. In addition, we cannot be certain that the individual equity owners of the VIEs will always act in the best interests of our company, especially after they have left our company. For example, if the shareholders of our VIEs were to refuse to transfer their equity interests in our consolidated affiliated entities to us or our designee when we exercise the option to purchase their equity interests 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 respective contractual obligations.

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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.

Substantially all economic benefits generated from our VIEs are paid to our subsidiaries in China through related party transactions under contractual agreements. We believe that the terms of these contractual agreements are in compliance with the laws in China. Due to the uncertainties surrounding the interpretation of the transfer pricing rules relating to related party transactions in China, it is possible that in the future tax authorities in China may challenge the prices that we have used for related party transactions among our entities in China. In that case, we may be forced to restructure our business operation, which could have a material adverse effect on our business.

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

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

***The shareholders of our VIEs may have potential conflicts of interest with us, which may adversely affect our business. We do not have any arrangements in place to address such potential conflicts.***

We have designated individuals who are PRC citizens to be nominee shareholders of our VIEs in China. Among all shareholders of our VIEs, Ms. Hong Du currently serves as our president and chief operating officer and Mr. Gaofei Wang currently serves as the chief executive officer of Weibo. None of the VIEs' shareholders beneficially owns more than one percent of the total outstanding ordinary shares of our company.

Although the VIEs' shareholders are contractually obligated to act in good faith and in our best interest, we cannot assure you that when conflicts of interest arise, any or all of these individuals will act in the best interest of our company. If these individuals were to act in bad faith towards us, they may breach, cause our VIEs to breach or refuse to renew the existing contractual arrangements with us. Currently, we do not have any arrangements to address such potential conflicts of interest between these individuals and our company, except that we could exercise our transfer option under the share transfer agreements with the relevant individual nominee shareholder to request him/her to transfer all of his/her equity ownership in the relevant VIE to a PRC entity or individual designated by us. In addition, we also rely on those VIEs' shareholders, who are also officers of our company or our subsidiaries, to discharge their fiduciary duties owed to our company or our subsidiaries. Such fiduciary duties require officers to act in good faith and in the best interest of the company and not to use their positions for personal gains. There are, however, no specific provisions under the Cayman Islands or PRC law on how to address potential conflicts of interest. If we cannot resolve any conflict of interest or dispute between us and the shareholders of our VIEs, we would have to rely on legal proceedings, which could distract management's attention and subject us to substantial uncertainty as to the outcome of any such legal proceedings. As there remain significant uncertainties regarding the ultimate outcome of a legal action due to the limited number of precedents and lack of official guidance as to how contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law, we cannot assure you that conflicts will be resolved in our favor. If we are unable to resolve any such conflicts, or if we suffer significant delays or other obstacles as a result of such conflicts, our business and operations could be severely disrupted, which could materially and adversely affect our results of operations and financial condition.

***The Chinese legal system has inherent uncertainties that could limit the legal protections available to you.***

Our contractual arrangements with our VIEs in China are governed by the laws of the PRC. China's legal system is based upon written statutes. Unlike the common law system, prior court decisions may be cited for reference but are not binding on subsequent cases and have limited value as precedents. Since 1979, the PRC legislative bodies have promulgated laws and regulations dealing with economic matters such as foreign investment, corporate organization and governance, commerce, taxation and trade. 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 available to you and us.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all, and which may have a retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. Such uncertainties, including uncertainty over the scope and effect of our contractual, property (including intellectual property) and procedural rights, and any failure to respond to changes in the regulatory environment in China could materially and adversely affect our business and impede our ability to continue our operations.

***Anti-takeover provisions in our charter documents and our shareholder rights plan may discourage our acquisition by a third party, which could limit our shareholders' opportunity to sell their shares at a premium.***

Our Amended and Restated Memorandum and Articles of Association include provisions that could limit the ability of others to acquire control of us, modify our structure or cause us to engage in change in control transactions. These provisions could have the effect of depriving shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of us in a tender offer or from otherwise engaging in a merger or similar transaction with us.

For example, our board of directors has the authority, without further action by our shareholders, to issue up to 3,750,000 preference shares in one or more series and to fix the powers and rights of these shares, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our ordinary shares. Preference shares could thus be issued quickly with terms calculated to delay or prevent a change in control or make removal of management more difficult. In addition, if the board of directors issues preference shares, the market price of our ordinary shares may fall and the voting and other rights of the holders of our ordinary shares may be adversely affected. Similarly, the board of directors may approve the issuance of debentures convertible into voting shares, which may limit the ability of others to acquire control of us.

In addition, we have adopted and renewed a shareholder rights plan pursuant to which our existing shareholders would have the right to purchase ordinary shares from us at a substantial discount from those securities' fair market value in the event a person or group acquires more than 10% of our outstanding ordinary shares on terms our board of directors does not approve. As a result, such rights could cause substantial dilution to the holdings of the person or group which acquires more than 10%. Accordingly, the shareholder rights plan may inhibit a change in control or acquisition and could adversely affect a shareholder's ability to realize a premium over the then prevailing market price for our ordinary shares in connection with such a transaction.

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

***We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet business and companies, including limitations on our ability to own key assets, such as our websites and mobile applications.***

The PRC government heavily regulates the internet sector, including the legality of foreign investment in this sector, the existence and enforcement of content restrictions on the internet and the licensing and permit requirements for companies in the internet industry. Because some of the laws, regulations and legal requirements with regard to the internet sector are relatively new and evolving, their interpretation and enforcement involve significant uncertainties. In addition, the PRC legal system is based on written statutes and prior court decisions have limited precedential value. As a result, in many cases it is difficult to determine what actions or omissions may result in liability. Issues, risks and uncertainties relating to the PRC government's regulation of the Chinese internet sector include the following:

- We only have contractual control over our websites [www.sina.com.cn](http://www.sina.com.cn) and [www.weibo.com](http://www.weibo.com) in China as well as mobile applications related to these websites. We do not own them due to the restriction of foreign investment in businesses providing value-added telecommunication services.
- Uncertainties relating to the regulation of the internet industry in China, including evolving licensing practices, give rise to the risk that permits, licenses or operations at some of our companies may be subject to challenge, which may be disruptive to our business, or subject us to sanctions, requirements to increase capital or other conditions or enforcement, compromise enforceability of related contractual arrangements, or have other harmful effects on us.
- The numerous and often vague restrictions on acceptable content in China subject us to potential civil and criminal liabilities, temporary blockage of our websites or complete shutdown of our websites. For example, the amended Law on Preservation of State Secrets which became effective on October 1, 2010 provides that whenever an internet service provider detects any leak of state secrets in the distribution of online information, it should stop the distribution of such information and report to the state secrecy and public security authorities. Failure to do so on a timely and adequate basis may subject us to liabilities and penalties and may even result in the temporary blockage or complete shutdown of our website. In addition, the Judicial Interpretation on the Application of Law in Trial of Online Defamation and Other Online Crimes jointly promulgated by the PRC Supreme People's Court and Supreme People's Procuratorate, which became effective on September 10, 2013, imposes up to three-year prison on internet users who fabricate or knowingly share defamatory false information online, which leads to serious consequence. The implementation of this newly promulgated judicial interpretation may have a significant and adverse effect on the traffic of our websites, particularly those with user generated contents, and in turn may impact the results of our operations and ultimately the valuation of our stock.
- Because the definition and interpretation of prohibited content are in many cases vague and subjective, it is not always possible to determine or predict what content might be prohibited under existing restrictions or restrictions that might be imposed in the future or how such restrictions will apply. The General Administration of Press and Publication, Radio, Film and Television (the "GAPPRFT," formerly known as the State Administration of Radio, Film and Television, or SARFT) or other Chinese governmental authorities may prohibit the distribution of certain contents over our media channels, which could also have a material adverse effect on our results of operations.
- New laws and regulations may be promulgated to regulate internet activities, including, without limitation, online advertising, online news reporting, online publishing, online education, online gaming, online transmission of audio-visual programs, online health diagnosis and treatment, and the provision of industry-specific information over the internet. 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 when they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties. Our operations may not be consistent with these new regulations when they are put into effect. As a result, we could be subject to severe penalties, which could have a material adverse effect on our financial position, results of operations and cash flows.

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- In 2013, the GAPPRFT released a Supplemental Notice on Improving the Administration of Online Audio/Video Content Including Internet Dramas and Micro Films, which requires that (i) all the internet content, such as internet dramas and micro films, must obtain a permit for radio and television program production and operation, (ii) online audio/video service providers transmitting internet dramas or micro films produced and uploaded by individual users will be deemed responsible as producers for such content, (iii) under this notice, online audio/video service providers may only transmit content uploaded by individuals whose identity has been verified and which content complies with the relevant content management rules and (iv) online audio/video content, include internet dramas and micro films, must be filed with the relevant authorities before release. This supplementary notice is relatively new, and thus far no relevant implementation rules or interpretations have been issued. On February 27, 2016, the GAPPRFT clarified that online series should be held to the same standards as those aired on TV and it will issue new rules on online series. It remains unclear what, if any, potential liabilities our ICP Company could face in respect of the online audio/video content available on our website. See also “— We may not be able to continue offering online video services if we cannot find business partners with the required licenses.”

The interpretation and application of existing Chinese laws, regulations and policies, the stated positions of relevant PRC authorities and possible new laws, regulations or policies 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 may not be able to continue offering online video services if we cannot find business partners with the required licenses.***

Our Internet Publication License and License for Online Transmission of Audio-Visual Programs were revoked by State Administration of Press, Publication, Radio, Film and Television in 2014 for violations related to the distribution of certain literary and video content on the reading channel that we then operated and our video sharing service channel, video.sina.com.cn. We disposed of the majority equity interests in our online reading business in 2016, but are still operating the video sharing service channel. We may have to cease the video services or find business partners with the proper licenses to offer such services through cooperation arrangements. Our online game services may also be affected as the Internet Publication License governs the application for standard publication codes for the publishing of self-developed games. There is no assurance that we will be able to find suitable third parties under commercially reasonable terms to continue these services, and even if we do enter into such cooperation arrangements to continue the services, the arrangements will increase our operational costs for delivering these services. In addition, the revocation of the relevant licenses may harm our ability to obtain licenses and permits or similar permits in the near future and harm our reputation, which may have a material adverse impact on our ability to attract business partners and customers and on our revenues and results of operations.

***We are required to, but have not been able to, verified the identities of all of our users who post on Weibo, and our noncompliance exposes us to potentially severe penalty by the Chinese government.***

On December 16, 2011, the Beijing Municipal Government issued the Rules on the Administration of Microblog Development, or the “Microblog Rules,” which became effective on the same day. Under the Microblog Rules, users who post publicly on microblogs are required to disclose their real identity information to the microblogging service provider and may still use pen names to reflect their account names on the front end. Microblogging service providers are required to verify the identities of their users. In addition, microblogging service providers based in Beijing are required to verify the identities of all of their users by March 16, 2012, including existing users who post publicly on their websites. Several additional regulations, including the Cyber Security Law, the Administrative Measures on Group Chat Service, and the Administrative Measures on Internet User Public Account Information Service, also requires verification of users’ identify when they sign up.

The user identity verification requirements have deterred new users from completing their registrations on Weibo, and a significant portion of registrations with user identity information provided were rejected because they do not match the Chinese government database.

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We have made significant efforts to comply with the verification requirements. However, for reasons including existing user behaviors, the nature of the microblogging product and the lack of clarity on specific implementation procedures, we have not been able to verify the identities of all of the users who post content publicly on Weibo. We are potentially liable for our noncompliance and may be subject to penalties including the deactivation of certain features on Weibo, a written warning, suspension or termination of Weibo operations, fines, revocation of licenses or business license, or other penalties imposed by the Chinese government. Any of the above actions may have a material and adverse impact on our share price.

***The Chinese government may prevent us from advertising or distributing content that it believes is inappropriate and we may be liable for such content or we may have to stop profiting from such content.***

The Chinese government has enacted regulations governing internet access and the distribution of news and other information. In the past, the Chinese government has stopped the distribution of information over the internet that it believes to violate Chinese law, including content that it believes is obscene, incites violence, endangers national security, is contrary to the national interest or is defamatory. In addition, we may not publish certain news items, such as news relating to national security, without permission from the Chinese government. Furthermore, the Ministry of Public Security has the authority to cause any local internet service provider to block any websites maintained outside China at its sole discretion. Even if we are in compliance with PRC governmental regulations relating to licensing and foreign investment prohibitions, if the Chinese government were to take any action to limit or prohibit the distribution of information through our network or over the other platforms we use, or to limit or regulate any current or future content or services available to users on our network, our business could be significantly harmed.

Because the definition and interpretation of prohibited content is in many cases vague and subjective, it is not always possible to determine or predict what content might be prohibited under existing restrictions or restrictions that might be imposed in the future or how such restrictions will apply. In April 2015, the State Internet Information Office, which regulates the dissemination of information over internet, informed us of its concerns about the spread of illegal information in our portal website sina.com.cn related to rumors, violence, terrorism, advocating of heresies and distorted news facts. We were further informed that Cyberspace Administration of China might impose punishment including fine, suspension of our internet news service and even shutdown of our portal website unless we improved censorship and control over contents in our websites. Since the standard of “illegal information” is far from clear, there is no assurance that our efforts to improve the censorship and control will be satisfactory to the State Internet Information Office, and we will be subject to the penalties listed above if the State Internet Information Office finds our improvement not sufficient. We are not sure whether the Chinese government will find our other online content inappropriate and therefore prevent us from monetizing the contents in our SINA portal and Weibo in the future. If they prevent us from offering such services, our profit will suffer.

In addition, the MIIT has published regulations that subject website operators to potential liability for content displayed on their websites and for the actions of users and others using their systems, including liability for violations of PRC laws prohibiting the dissemination of content deemed to be socially destabilizing. The Ministry of Public Security has the authority to order any local internet service provider to block any internet website at its sole discretion. From time to time, the Ministry of Public Security has stopped the dissemination over the internet of information which it believes to be socially destabilizing. The State Administration for the Protection of State Secrets is also authorized to block any website it deems to be leaking state secrets or failing to meet the relevant regulations relating to the protection of state secrets in the dissemination of online information.

Cyberspace Administration of China, or CAC, which was set up in May 2011 to supervise internet content management nationwide, has also promulgated regulations and taken a number of other measures to regulate and monitor online content. CAC has published a series of regulations on internet contents recently. These regulations include the Regulations on Administration of Internet News Information Service and the Regulations on Administrative Enforcement Procedures for Internet Information Content; the Administrative Measures on Internet Forum Community Service and the Administrative Measures on Internet Comment; the Administrative Measures on Group Chat Service and the Administrative Measures on Internet User Public Account Information Service.

We are also subject to potential liability for user generated content on our websites that is deemed inappropriate or unlawful. Although we attempt to monitor the user generated content on our online properties including Weibo, we may not always be able to effectively control or restrict the content generated or placed by our users. On March 31, 2012, we had to disable the comment feature of Weibo for three days to clean up Weibo postings related to certain rumors. The Chinese government may choose to tighten its internet censorship. If the Chinese government decides to restrict the dissemination of information via microblogging services or online postings in general, Weibo and our other online products could be impaired or even ordered to shut down, which may adversely impact our website traffic, our ability to monetize our services and our brand equity. To the extent that PRC regulatory authorities find any content displayed on our platform objectionable, they may require us to limit or eliminate the dissemination of such information on our platform. Failure to do so, or to prevent such content from being transmitted, may subject us to liabilities and penalties and may even result in the temporary blockage or complete shutdown of our online operations. In this respect, since the Cybersecurity Law came into effect, we have been subject to several Decisions on Administrative Penalties as well as a Rectification Notice issued to Weimeng due to information transmitted in our platform. In all cases, we have cooperated with the relevant government authorities to take corrective measures.

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Furthermore, we may be required to delete content that violates Chinese law and report content that we suspect may violate Chinese law. It is difficult to determine the type of content that may result in liability for us, and if we are wrong, we may be prevented from operating our websites, which may adversely impact our website traffic, brand and financial condition and results of operations.

***Substantial uncertainties exist with respect to the interpretation and implementation of Cyber Security Law as well as any impact it may have on our business operations.***

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

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

The Cyber Security Law sets high requirements for the operational security of facilities that are deemed to be part of the PRC’s “critical information infrastructure.” These requirements include data localization, i.e., storing personal information and important business data in China, and national security review requirements for any network products or services that may have an impact on national security. Among other factors, “critical information infrastructure” is defined as critical information infrastructure, that will, in the event of destruction, loss of function or data leak, result in serious damage to national security, the national economy and people’s livelihood, or the public interest. Specific reference is made to key sectors such as public communication and information services, energy, transportation, water-resources, finance, public service and e-government. However, no official guidelines as to the scope of “critical information infrastructure” have been formally issued.

We do not believe that we are an operator of “critical information infrastructure” as defined in the Cyber Security Law. However, there is no assurance that we will not be considered an operator of “critical information infrastructure” in the future as the definition is not precise, and there are substantial uncertainties as to the ultimate interpretation and implementation of the Cyber Security Law.

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

The Ministry of Commerce published a discussion draft of the proposed Foreign Investment Law in January 2015 aiming to, upon its enactment, replace the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The draft Foreign Investment Law embodies an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments. The Ministry of Commerce solicited comments on this draft in 2015, however, no timetable as to when it will be enacted. As such, substantial uncertainties exist with respect to its enactment timetable, final content, interpretation and implementation.

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

The “variable interest entity” structure, or VIE structure, has been adopted by many PRC-based companies, including us, to obtain necessary licenses and permits in the industries that are currently subject to foreign investment restrictions in China. See “Item 3 Key Information—D. Risk Factors—Risks Related to Our Corporate Structure” and “Item 4. Information on the Company—C. Organizational Structure—Contractual Arrangements with VIEs and Their Respective Shareholders.” Under the draft Foreign Investment Law, variable interest entities that are controlled via contractual arrangement would also be deemed as foreign-invested enterprises, if they are ultimately “controlled” by foreign investors. Therefore, for any companies with a VIE structure in an industry category that is included in the “negative list” as restricted industry, the VIE structure may be deemed legitimate if the ultimate controlling person(s) is/are of PRC nationality (either PRC companies or PRC citizens) or the foreign investment obtains market entry clearance from the Ministry of Commerce. Conversely, if the actual controlling person(s) is/are of foreign nationalities, then the variable interest entities will be treated as foreign-invested enterprises and any operation in the industry category on the “negative list” without market entry clearance may be considered as illegal. There are uncertainties as to whether the Foreign Investment Law, once it is enacted, will have retrospective effect on existing VIE structures such as ours, or will grant real and full grandfathering and grace periods for such existing VIE structures.

It is not clear whether we would be considered as ultimately controlled by Chinese parties, as our record shareholders in the U.S. hold approximately 88.8% of our total outstanding shares while 44.4% of our total voting power as of March 31, 2018. The draft Foreign Investment Law has not taken a position on what actions will be taken with respect to the existing companies with a VIE structure, whether or not these companies are controlled by Chinese parties, while it is soliciting comments from the public on this point. In addition, it is uncertain whether the online industries of lottery, insurance and other virtual products, in which our variable interest entities operate, will be subject to the foreign investment restrictions or prohibitions set forth in the “negative list” that is to be issued. If the enacted version of the Foreign Investment Law and the final “negative list” mandate further actions, such as market entry clearance or certain restructuring of our corporate structure and operations, to be completed by companies with existing VIE structure like us, there may be substantial uncertainties as to whether we can complete these actions in a timely manner, or at all, and our business and financial condition may be materially and adversely affected.

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

### ***Changes in political and economic conditions in Greater China and the rest of the Asia may disrupt our operations if the changes result in unfavorable political and economic conditions to our business.***

We expect to continue to derive a substantial percentage of our revenues from the Greater China market. Changes in political or economic conditions in the region are difficult to predict and could adversely affect our operations or cause the Greater China market to become less attractive to advertisers, which could reduce our revenues. We maintain a strong local identity and presence in each of the regions in the Greater China market and we cannot be sure that we will be able to effectively maintain this local identity if political conditions were to change. Economic reforms in the region could also affect our business in ways that are difficult to predict. For example, since the late 1970s, the PRC government has been reforming the Chinese economic system to emphasize enterprise autonomy and the utilization of market mechanisms. Although we believe that these reform measures have had a positive effect on the economic development in China, we cannot be sure that they will continue to be effective and benefit our business.

### ***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 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. The web traffic in China has experienced significant growth during the past few years. Effective bandwidth and server storage at internet data centers in large cities such as Beijing are scarce. 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. If we were unable to increase our online content and service delivering capacity accordingly, we may not be able to continuously grow our website traffic and the adoption of our products and services may be hindered, which could adversely impact our business and our share price.

In addition, we 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, some users may be prevented from accessing the internet and thus cause the growth of internet users to decelerate. Such deceleration may adversely affect our ability to continue to expand our user base and increase our attractiveness to online advertisers.

### ***Our significant amount of deposits in certain banks in China may be at risk if these banks go bankrupt or otherwise do not have the liquidity to pay us during our deposit period.***

As of December 31, 2017, we had approximately \$3.0 billion in cash and bank deposits, such as time deposits with large domestic banks in China. The remaining cash, cash equivalents and short-term investments were held by financial institutions in Hong Kong, Taiwan, Singapore and the United States. The terms of these deposits are, in general, up to twelve months. Historically, deposits in Chinese banks are secure due to the state policy on protecting depositors' interests. However, China promulgated a new Bankruptcy Law in August 2006, which came into effect on June 1, 2007 and contains a separate article expressly stating that the State Council may promulgate implementation measures for the bankruptcy of Chinese banks based on the Bankruptcy Law. Under the new Bankruptcy Law, a Chinese bank may go bankrupt. In addition, since China's accession to the World Trade Organization ("WTO"), foreign banks have been gradually permitted to operate in China and have been strong competitors against Chinese banks in many aspects, especially since the opening of RMB business to foreign banks in late 2006. Therefore, the risk of bankruptcy or illiquidity of those Chinese banks in which we have deposits has increased. In the event of bankruptcy or illiquidity of any one of the banks which holds our deposits, we are unlikely to claim our deposits back in full since we are unlikely to be classified as a secured creditor based on PRC laws.

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On May 1, 2015, China's new Deposit Insurance Regulation came into effect, pursuant to which banking financial institutions, such as commercial banks, established in China are required to purchase deposit insurance for deposits in RMB and in foreign currency. Under this regulation, depositors will be fully indemnified for their deposits and interests in an aggregate amount up to a limit of RMB500,000. Deposits or interests over such limit will only be covered by the bank's liquidation assets. Therefore, although this requirement to purchase deposit insurance may help, to a certain extent, prevent Chinese banks from going bankrupt, it would not be effective in providing effective protection for our accounts, as our aggregate deposits are much higher than the compensation limit.

***Discontinuation of preferential tax treatment, changes to the interpretation or enforcement of tax regulations or imposition of any additional taxes could adversely affect our financial condition and results of operations.***

The Enterprise Income Tax Law and its implementing rules have adopted a uniform statutory enterprise income tax rate of 25% to all enterprises in China. The Enterprise Income Tax Law and its implementing rules also permit qualified "software enterprises" to enjoy a two-year income tax exemption starting from the first profit making year, followed by a reduced tax rate of 12.5% for the subsequent three years. Weibo Internet Technology (China) Co., Ltd., or Weibo Technology, qualified as a software enterprise, is entitled to an exemption from the enterprise income tax for two years beginning 2015 and a reduced tax rate of 12.5% for the subsequent three years. The qualification as a "software enterprise" is subject to annual evaluation by the relevant authorities in China. If Weibo Technology fails to maintain its "software enterprise" qualification, its applicable corporate income tax rate would increase to 25%, which could have an adverse effect on our financial condition and results of operations.

Due to our operation and tax structures in China, our PRC subsidiaries have entered into technical and other service agreements with our VIEs. The Enterprise Income Tax Law and its implementing rules emphasize the arm's length basis for transactions between related entities. If PRC tax authorities were to determine that our transfer pricing structure was not on an arm's length basis and therefore constitutes a favorable transfer pricing, they could request our VIEs to adjust their taxable income upward for PRC tax purposes. Such a pricing adjustment could adversely affect us by increasing our VIEs' tax expenses, which could subject our VIEs to late payment fees and other penalties for underpayment of taxes, and/or could result in the loss of tax benefits available to our subsidiaries in China.

The Enterprise Income Tax Law treats a foreign enterprise whose "de facto management body" is located in China as a resident enterprise for PRC tax purposes and subjects such enterprise to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the Enterprise Income Tax Law merely define the location of the "de facto management body" as "the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located." Based on a review of surrounding facts and circumstances, we do not believe that our operations outside the PRC are likely to be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the Enterprise Income Tax Law, if we are treated as a resident enterprise for PRC tax purposes, we will be subject to PRC tax on worldwide income at a uniform tax rate of 25%.

Further, as tax laws, regulations and policies are continuously evolving, the interpretation and enforcement of these laws and regulations involves uncertainties. PRC tax authorities have significant discretion in interpreting and implementing statutory and contractual terms related to tax filings. Certain tax policies and internal rules are not published on a timely basis or at all, and may have a retroactive effect. As such, we may not always be able to record our income tax fully in consistency with the requirements of the tax authorities. Tax authorities in China have the power and authority to initiate tax audits against any company to check its income tax filings from time to time. If the relevant tax authorities believe that there are deficiencies as to our tax filings and initiate a tax audit against us, this could result in substantial costs and diversion of our resources, sanctions, including payment of delinquent taxes and fines, and could adversely affect our financial condition and results of operations.

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***Dividends payable to us by our PRC subsidiaries may be subject to PRC withholding taxes and interest payments on the notes, dividends distributed to our non-PRC investors and gains realized by our non-PRC noteholders and shareholders from the transfer of our notes or shares may be subject to PRC withholding taxes under the EIT Law.***

The EIT Law imposes a 10% withholding income tax on dividends generated on or after January 1, 2008 and distributed by a resident enterprise to its foreign investors, if such foreign investors are considered as non-resident enterprises without any establishment or place of business within China or if the received dividends have no connection with such foreign investors' establishment or place of business within China, unless such foreign investors' jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. The Cayman Islands, where we are incorporated, does not have such tax treaty with China. According to the Arrangement between Mainland of China and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income in August 2006, dividends paid by an FIE to its foreign investors in Hong Kong will be subject to withholding tax at a preferential rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). The State Administration of Taxation further promulgated a circular, or Circular 601, on October 27, 2009, which provides that tax treaty benefits will be denied to "conduit" or shell companies without business substance and that a beneficial ownership analysis will be used based on a "substance-over-form" principle to determine whether or not to grant the tax treaty benefits. A majority of our subsidiaries in China are directly invested in and held by Hong Kong registered entities. If we are regarded as a non-resident enterprise and our Hong Kong entities are regarded as resident enterprises, then our Hong Kong entities may be required to pay a 10% withholding tax on any dividends payable to us. If our Hong Kong entities are regarded as non-resident enterprises, then our subsidiaries in China will be required to pay a 5% withholding tax for any dividends payable to our Hong Kong entities provided that specific conditions are met. However, it is still unclear at this stage whether Circular 601 applies to dividends from our PRC subsidiaries paid to our Hong Kong subsidiaries and if our Hong Kong subsidiaries were not considered as "beneficial owners" of any dividends from their PRC subsidiaries, the dividends payable to our Hong Kong subsidiaries would be subject to withholding tax at a rate of 10%. In either case, the amount of funds available to us, including the payment of dividends to our shareholders, could be materially reduced. In addition, because there remains uncertainty regarding the concept of "the place of de facto management body," if we are regarded as a resident enterprise, under the EIT Law, interest payments on the notes and any dividends to be distributed by us to our non-PRC shareholders will be subject to PRC withholding tax. We also cannot guarantee that any gains realized by such non-PRC noteholders or shareholders from the transfer of our notes or shares will not be subject to PRC withholding tax. If we are required under the EIT Law to withhold PRC income tax on interest payments on the notes payable to our non-PRC noteholders, our dividends payable to our non-PRC shareholders or any gains realized by our non-PRC noteholders and shareholders from transfer of our notes or shares, their investment in our notes or shares may be materially and adversely affected. The current policy approved by our board of directors allows us to distribute PRC earnings offshore only if we do not have to pay a dividend tax. Such policy may require us to reinvest all earnings made since 2008 onshore indefinitely or be subject to a significant withholding tax should our policy change to allow for earnings distribution offshore.

***The heightened scrutiny over acquisition transactions by the PRC tax authorities may have a negative impact on our business operations, our acquisition or restructuring strategy or the value of your investment in us.***

The State Administration of Taxation has issued several rules and notices to tighten the scrutiny over acquisition transactions in recent years, including the Notice on Certain Corporate Income Tax Matters Related to Indirect Transfer of Properties by Non-PRC Resident Enterprises issued in February 2015 and amended in 2017, or SAT Circular 7. Pursuant to these rules and notices, except for a few circumstances falling into the scope of the safe harbor provided by SAT Circular 7, such as open market trading of stocks in public companies listed overseas, if a non-PRC resident enterprise indirectly transfers PRC taxable properties (i.e. properties of an establishment or a place in the PRC, real estate properties in the PRC or equity investments in a PRC tax resident enterprise) by disposing of equity interest or other similar rights in an overseas holding company, without a reasonable commercial purpose and resulting in the avoidance of PRC enterprise income tax, such indirect transfer should be deemed as a direct transfer of PRC taxable properties and gains derived from such indirect transfer may be subject to the PRC withholding tax at a rate of up to 10%. SAT Circular 7 sets out several factors to be taken into consideration by tax authorities in determining whether an indirect transfer has a reasonable commercial purpose, such as whether the main value of equity interest in an overseas holding company is derived directly or indirectly from PRC taxable properties. An indirect transfer satisfying all the following criteria will be deemed to lack reasonable commercial purpose and be taxable under PRC law without considering other factors set out by SAT Circular 7: (i) 75% or more of the equity value of the intermediary enterprise being transferred is derived directly or indirectly from the PRC taxable properties; (ii) at any time during the one-year period before the indirect transfer, 90% or more of the asset value of the intermediary enterprise (excluding cash) is comprised directly or indirectly of investments in the PRC, or 90% or more of its income is derived directly or indirectly from the PRC; (iii) the functions performed and risks assumed by the intermediary enterprise and any of its subsidiaries that directly or indirectly hold the PRC taxable properties are limited and are insufficient to prove their economic substance; and (iv) the foreign tax payable on the gain derived from the indirect transfer of the PRC taxable properties is lower than the potential PRC income tax on the direct transfer of such assets. SAT Circular 7 also introduces an interest regime by providing that where a transferor fails to file and pay tax on time, and where a withholding agent fails to withhold the tax, interest will be charged on a daily basis. If the transferor has provided the required documents and information or has filed and paid the tax within 30 days from the date that the share transfer contract or agreement is signed, then interest shall be calculated based on the benchmark interest rate; otherwise, the benchmark interest rate plus 5% will apply. Both the foreign transferor and the transferee, and the PRC tax resident enterprise whose equity interests are being transferred may voluntarily report the transfer by submitting the documents required in SAT Circular 7.

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Although SAT Circular 7 provides clarity in many important areas, such as reasonable commercial purpose, there are still uncertainties on the tax reporting and payment obligations with respect to future private equity financing transactions, share exchange or other transactions involving the transfer of shares in non-PRC resident companies. Our company and other non-resident enterprises in our group may be subject to filing obligations or being taxed if our company and other non-resident enterprises in our group are transferors in such transactions, and may be subject to withholding obligations if our company and other non-resident enterprises in our group are transferees in such transactions. For the transfer of shares in our company by investors who are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under the rules and notices. As a result, we may be required to expend valuable resources to comply with these rules and notices or to request the relevant transferors from whom we purchase taxable assets to comply, or to establish that our company and other non-resident enterprises in our group should not be taxed under these rules and notices, which may have a material adverse effect on our financial condition and results of operations.

We cannot assure you that the PRC tax authorities will not, at their discretion, adjust any capital gains and impose tax return filing obligations on us or require us to provide assistance for the investigation of PRC tax authorities with respect thereto. For example, in June 2015, according to communication with local tax authority in China, our sale of shares in Weibo during its initial public offering was categorized as an indirect transfer of taxable assets in China, and as such our capital gain from this transaction is subject to PRC withholding tax at rate of 10%. We have paid such tax in full in 2015. In the future, we may conduct acquisitions or disposals of properties that may involve complex corporate structures. If the PRC tax authorities make adjustments to the taxable income of these transactions under SAT Circular 7, our income tax expenses associated with such potential transactions may be increased, which may have a material adverse effect on our financial condition and results of operations. PRC regulation of loans and direct investment by offshore holding companies to PRC entities may delay or prevent us from using the proceeds from the offerings of any securities to make loans or additional capital contributions to our PRC operating subsidiaries.

As an offshore holding company, our ability to make loans or additional capital contributions to our PRC operating subsidiaries is subject to PRC regulations and approvals. These regulations and approvals may delay or prevent us from using the proceeds we received in the past or will receive in the future from the offerings of securities to make loans or additional capital contributions to our PRC operating subsidiaries, and impair our ability to fund and expand our business which may adversely affect our business, financial condition and result of operations.

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 an offering and requires that the settlement of net proceeds shall be in accordance with the description in its prospectus. On March 30, 2015, SAFE issued the Circular on Reform of the Administrative Rules of the Payment and Settlement of Foreign Exchange Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015. Pursuant to SAFE Circular 19, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or choose to follow the “conversion-at-will” system for foreign currency settlement. Where a foreign-invested enterprise follows the conversion-at-will system for foreign currency settlement, it may convert part or all of the amount of the foreign currency in its capital account into Renminbi at any time. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if the foreign-invested enterprise needs to make payment from such designated account, it still needs to go through the review process with its bank and provide necessary supporting documents. SAFE Circular 19, therefore, has substantially lifted the restrictions on the usage by a foreign-invested enterprise of its Renminbi registered capital converted from foreign currencies. According to SAFE Circular 19, such Renminbi capital may be used at the discretion of the foreign-invested enterprise and the SAFE will eliminate the prior approval requirement and only examine the authenticity of the declared usage afterwards. Nevertheless, foreign-invested enterprises like our PRC subsidiaries are still not allowed to extend intercompany loans to our PRC consolidated entities. In addition, as SAFE Circular 19 was promulgated recently, there remains substantial uncertainties with respect to the interpretation and implementation of this circular by relevant authorities.

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In light of the various requirements imposed by PRC regulations on loans to and direct investment in PRC entities by offshore holding companies we cannot assure you that we will be able to complete the necessary government registrations or obtain the necessary government approvals on a timely basis, if at all, with respect to future loans by us to our PRC subsidiaries or VIEs or with respect to future capital contributions by us to our PRC subsidiaries. If we fail to complete such registrations or obtain such approvals, our ability to use the proceeds we received from our equity offerings 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.

### ***Restrictions on paying dividends or making other payments to us bind our subsidiaries and VIEs in China.***

We are a holding company and do not have any assets or conduct any business operations in China other than our investments in our subsidiaries in China and our VIEs. As a result, if our non-China operations require cash from China, we would depend on dividend payments from our subsidiaries in China after they receive payments from our VIEs in China under various services and other arrangements. We cannot make any assurance that our subsidiaries in China can continue to receive the payments as arranged under our contracts with those VIEs. In addition, under Chinese law, our subsidiaries are only allowed to pay dividends to us out of their distributable earnings, if any, as determined in accordance with Chinese accounting standards and regulations. Moreover, our Chinese subsidiaries are required to set aside at least 10% of their respective after-tax profit each year, if any, to fund certain mandated reserve funds, unless these reserves have reached 50% of their registered capital. These reserve funds are not payable or distributable as cash dividends. For Chinese subsidiaries with after-tax profits for the periods presented, the difference between after-tax profits as calculated under PRC accounting standards and U.S. GAAP relates primarily to stock-based compensation expenses and intangible assets amortization expenses, which are not pushed down to our subsidiaries and VIEs under PRC accounting standards. In addition, under the EIT Law and its implementing Rules, dividends generated from our PRC subsidiaries after January 1, 2008 and payable to their immediate holding company incorporated in Hong Kong generally will be subject to a withholding tax rate of 10% (unless the PRC tax authorities determine that our Hong Kong subsidiary is a resident enterprise). If certain conditions and requirements under the Arrangement between the Mainland of China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income entered into between Hong Kong and the PRC and other related PRC laws and regulations are met, the withholding rate could be reduced to 5%.

The Chinese government also imposes controls on the convertibility of RMB into foreign currencies and the remittance of currency out of China in certain cases. We have experienced and may continue to experience difficulties in completing the administrative procedures necessary to obtain and remit foreign currency. See “— Fluctuation in the value of the RMB and restrictions on currency exchange may have a material adverse effect on the value of your investment.” If we or any of our subsidiaries are unable to receive substantially all of the economic benefits from our operations through these contractual or dividend arrangements, we may be unable to effectively finance our operations or pay dividends on our ordinary shares.

### ***Regulations on virtual currency may adversely affect our game operations revenues.***

We have provided Weibo Credit as an online virtual currency for users to purchase in-game virtual items or other types of fee-based services on Weibo. The Notice on the Strengthening of Administration on Online Game Virtual Currency, jointly issued by the Ministry of Culture and the Ministry of Commerce in 2009, broadly defined virtual currency as a type of virtual exchange instrument issued by internet game operation enterprises, purchased directly or indirectly by the game users by exchanging legal currency at a certain exchange rate, saved outside the game programs, stored in servers provided by the internet game operation enterprises in electronic record format and represented by specific numeric units. Virtual currency is used to exchange internet game services provided by the issuing enterprise for a designated extent and time, and is represented by several forms, such as online prepaid game cards, prepaid amounts or internet game points, and does not include game props obtained from playing online games. In 2009, the Ministry of Culture further 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. Although we believe we do not offer online game virtual currency trading services, we cannot assure you that the PRC regulatory authorities will not take a view contrary to ours, in which case these regulations could have an adverse effect on our game-related revenues.

***Fluctuation in the value of the RMB may have a material adverse effect on the value of your investment.***

The value of Renminbi against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. In July 2005, the PRC government changed its decades-old policy of pegging the value of Renminbi to the U.S. dollar, and Renminbi appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between Renminbi and the U.S. dollar remained within a narrow band. Since June 2010, Renminbi has fluctuated against the U.S. dollar, at times significantly and unpredictably. With the development of the foreign exchange market and progress towards interest rate liberalization and Renminbi internationalization, the PRC government may in the future announce further changes to the exchange rate system and we cannot assure you that Renminbi will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between Renminbi and the U.S. dollar in the future.

Our revenues and costs are mostly denominated in RMB, and a significant portion of our financial assets are also denominated in RMB, whereas our reporting currency is the U.S. dollar. Any significant depreciation of the RMB may materially and adversely affect our revenues, earnings and financial position as reported in U.S. dollars. To the extent that we need to convert U.S. dollars we received from offerings or debt financing into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert our RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us.

***PRC laws and regulations establish more complex procedures for some acquisitions of Chinese companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.***

A number of PRC laws and regulations, including the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors adopted by six PRC regulatory agencies in 2006, or the M&A Rules, the Antimonopoly Law, and the Rules of Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors promulgated by the Ministry of Commerce in August 2011, or the Security Review Rules, have established procedures and requirements that are expected to make merger and acquisition activities in China by foreign investors more time consuming and complex. These include requirements in some instances 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 that the approval from the Ministry of Commerce be obtained in circumstances where overseas companies established or controlled by PRC enterprises or residents acquire affiliated domestic companies. PRC laws and regulations also require certain merger and acquisition transactions to be subject to merger control review or security review.

The Security Review Rules were formulated to implement the Notice of the General Office of the State Council on Establishing the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, also known as Circular 6, which was promulgated in 2011. Under these rules, a security review is required for mergers and acquisitions by foreign investors having "national defense and security" concerns and mergers and acquisitions by which foreign investors may acquire the "de facto control" of domestic enterprises have "national security" concerns. In addition, when deciding whether a specific merger or acquisition of a domestic enterprise by foreign investors is subject to the security review, the Ministry of Commerce will look into the substance and actual impact of the transaction. The Security Review Rules further prohibits foreign investors from bypassing the security review requirement by structuring transactions through proxies, trusts, indirect investments, leases, loans, control through contractual arrangements or offshore transactions.

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There is no requirement for foreign investors in those mergers and acquisitions transactions already completed prior to the promulgation of Circular 6 to submit such transactions to the Ministry of Commerce for security review. As we have already obtained the “de facto control” over our affiliated PRC entities prior to the effectiveness of these rules, we do not believe we are required to submit our existing contractual arrangements to the Ministry of Commerce for security review.

However, as there is a lack of clear statutory interpretation on the implementation of these rules, we cannot assure you that the Ministry of Commerce will not apply these national security review-related rules to the acquisition of equity interest in our PRC subsidiaries. If we are found to be in violation of the Security Review Rules and other PRC laws and regulations with respect to the merger and acquisition activities in China, or fail to obtain any of the required approvals, the relevant regulatory authorities would have broad discretion in dealing with such violation, including levying fines, confiscating our income, revoking our PRC subsidiaries’ business or operating licenses, requiring us to restructure or unwind the relevant ownership structure or operations. Any of these actions could cause significant disruption to our business operations and may materially and adversely affect our business, financial condition and results of operations. Further, if the business of any target company that we plan to acquire falls into the ambit of security review, we may not be able to successfully acquire such company either by equity or asset acquisition, capital contribution or through any contractual arrangement. We may grow our business in part by acquiring other companies operating in our industry. Complying with the requirements of the relevant regulations to complete such transactions could be time consuming, and any required approval processes, including 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.

### ***We face certain risks relating to the real properties that we lease.***

In addition to SINA Plaza that we own, we also lease office space from third parties for our operations in China. Any defects in lessors’ title to the leased properties may disrupt our use of our offices, which may in turn adversely affect our business operations. For example, certain buildings and the underlying land are not allowed to be used for industrial or commercial purposes without relevant authorities’ approval, and the lease of such buildings to companies like us may subject the lessor to pay premium fees to the PRC government. We cannot assure you that the lessor has obtained all or any of approvals from the relevant governmental authorities. In addition, some of our lessors have not provided us with documentation evidencing their title to the relevant leased properties. We cannot assure you that title to these properties we currently lease will not be challenged. In addition, we have not registered any of our lease agreements with relevant PRC governmental authorities as required by PRC law, and although failure to do so does not in itself invalidate the leases, we may not be able to defend these leases against bona fide third parties.

As of the date of this annual report, we are not aware of any actions, claims or investigations being contemplated by government authorities with respect to the defects in our leased real properties or any challenges by third parties to our use of these properties. However, if third parties who purport to be property owners or beneficiaries of the mortgaged properties challenge our right to use the leased properties, we may not be able to protect our leasehold interest and may be ordered to vacate the affected premises, which could in turn materially and adversely affect our business and operating results.

### ***The PRC Labor Contract Law and its implementing rules may adversely affect our business and results of operations.***

The PRC Labor Contract Law became effective and was implemented on January 1, 2008, as amended on December 28, 2012 and effective as of July 1, 2013. The PRC Labor Contract Law has reinforced the protection for employees who, under the PRC Labor Contract Law, have the right, among others, to have written labor contracts, to enter into labor contracts with no fixed terms under certain circumstances, to receive overtime wages and to terminate or alter terms in labor contracts. Furthermore, the PRC Labor Contract Law establishes additional restrictions and increases the costs involved with dismissing employees. As the PRC Labor Contract Law is relatively new, there remains significant uncertainty as to its interpretation and application by the PRC Government. In the event that we decide to significantly reduce our workforce, the PRC Labor Contract Law could adversely affect our ability to do so in a timely and cost effective manner, and our results of operations could be adversely affected. In addition, for employees whose contracts include non-competition terms, the Labor Contract Law requires us to pay monthly compensation after such employment is terminated, which will increase our operating expenses.

***Our auditor, like other independent registered public accounting firms operating in China, is not permitted to be subject to inspection by Public Company Accounting Oversight Board, and consequently investors may be deprived of the benefits of such inspection.***

Our auditor, the independent registered public accounting firm that issued the audit reports included elsewhere in this annual report, as an auditor of companies that are traded publicly in the United States and a firm registered with the Public Company Accounting Oversight Board (United States), or PCAOB, is required by the laws of the United States to undergo regular inspections by the PCAOB to assess its compliance with the laws of the United States and applicable professional standards. Our auditor is located in in, and organized under the laws of, the PRC, which is a jurisdiction where the PCAOB, notwithstanding the requirements of U.S. law, is currently unable to conduct inspections without the approval of the Chinese authorities. In May 2013, PCAOB announced that it had entered into a Memorandum of Understanding on Enforcement Cooperation with the CSRC and the PRC Ministry of Finance, which establishes a cooperative framework between the parties for the production and exchange of audit documents relevant to investigations undertaken by PCAOB, the CSRC or the PRC Ministry of Finance in the United States and the PRC, respectively. PCAOB continues to be in discussions with the China Securities Regulatory Commission, or CSRC, and the PRC Ministry of Finance to permit joint inspections in the PRC of audit firms that are registered with PCAOB and audit Chinese companies that trade on U.S. exchanges. PCAOB continues to be in discussions with the CSRC and the PRC Ministry of Finance to permit joint inspections in the PRC of audit firms that are registered with PCAOB and audit Chinese companies that trade on U.S. exchanges.

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

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

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

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

On February 6, 2015, the four China-based accounting firms each agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC and audit U.S.-listed companies. The settlement required the firms to follow detailed procedures and to seek to provide the SEC with access to Chinese firms' audit documents via the CSRC. If future document productions fail to meet specified criteria, the SEC retains authority to impose a variety of additional remedial measures on the firms depending on the nature of the failure. While we cannot predict if the SEC will further review the four China-based accounting firms' compliance with specified criteria or if the results of such a review would result in the SEC imposing penalties such as suspensions or restarting the administrative proceedings, if the accounting firms are subject to additional remedial measures, our ability to file our financial statements in compliance with SEC requirements could be impacted. A determination that we have not timely filed financial statements in compliance with SEC requirements could ultimately lead to the delisting of our ordinary shares from Nasdaq or the termination of the registration of our ordinary shares under the Securities Exchange Act of 1934, or both, which would substantially reduce or effectively terminate the trading of our ordinary shares in the United States.

***Changes to accounting pronouncements or taxation rules or practices may adversely affect our reported results of operations or how we conduct our business.***

Generally accepted accounting principles and related accounting pronouncements, implementation guidelines and interpretations with regard to a wide range of matters that are relevant to our business, including, but not limited to, revenue recognition, impairment of goodwill and other intangible assets, lease obligations, tax matters, and other contingent liabilities are highly complex and involve many subjective assumptions, estimates and judgments. Changes in these rules or their interpretation or changes in underlying assumptions, estimates or judgments could significantly change our reported or expected financial performance or financial condition. For example, changes in accounting standards and the application of existing accounting standards, particularly related to the revenue recognition under *Revenue from Contracts with Customers* (Topic 606), the measurement of fair value as compared to carrying value for our reporting units, including goodwill, intangible assets and investments in equity interests, including investments held by our equity method investees, may have an adverse effect on our financial condition and results of operations. Factors that could lead to impairment of goodwill and intangible assets include significant adverse changes in the business climate and declines in the financial condition of a reporting unit. Factors that could lead to impairment of investments in equity interests of the companies in which we invested or the investments held by those companies include a prolonged period of decline in their operating performance or adverse changes in the economic, regulatory and legal environments of the countries where they operate. New accounting guidance also may require systems and other changes that could increase our operating costs and/or change our financial statements. For example, implementing future accounting guidance related to revenue, leases and other areas impacted by the current convergence project between the FASB and the International Accounting Standards Board could require us to make significant changes to our business management system or other accounting systems, and could result in changes to our financial statements.

***We may be required to record a significant charge to earnings if we are required to reassess our goodwill or other amortizable intangible assets arising from acquisitions.***

We are required under U.S. GAAP to review our amortizable intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. Goodwill is required to be tested for impairment annually, or more frequently, if facts and circumstances warrant a review. Factors that may be considered a change in circumstances indicating that the carrying value of our amortizable intangible assets may not be recoverable include a decline in share price and market capitalization and slower or declining growth rates in our industry. In 2014, we recorded a goodwill impairment charge of \$14.5 million related to our acquired online reading business. In 2016, we recorded a goodwill and acquired intangibles impairment charge of \$40.2 million, which was arising from certain acquisitions under our portal segment in light of the unsatisfied financial performance in 2016 and not optimistic forecast of future revenues. As of December 31, 2017, the total amount of our goodwill and acquired intangible assets was \$104.2 million. We may be required to record a significant charge to earnings in our financial statements during the period in which any additional impairment of our goodwill or amortizable intangible assets is determined.

***While we believe that we currently have adequate internal control procedures in place, we are still exposed to potential risks from legislation requiring companies to evaluate controls under Section 404 of the Sarbanes-Oxley Act of 2002.***

Under the supervision and with the participation of our management, we have evaluated our internal controls systems in order to allow management to report on, and our registered independent public accounting firm to attest to, our internal controls, as required by Section 404 of the Sarbanes-Oxley Act. We have performed the system and process evaluation and testing required in an effort to comply with the management certification and auditor attestation requirements of Section 404. As a result, we have incurred additional expenses and a diversion of management's time.

If we fail to maintain effective internal control over financial reporting in the future, a material misstatement of our financial statements may not be prevented or detected on a timely basis. In addition, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404. This could in turn result in the loss of investor confidence in the reliability of our financial statements and negatively impact the trading price of our shares. Furthermore, if we are not able to continue to meet the requirements of Section 404 in a timely manner or with adequate compliance, we might be subject to sanctions or investigation by regulatory authorities, such as the SEC or Nasdaq. Any such action could adversely affect our financial results and the market price of our ordinary shares.

## Risks Related to Our Shares

***Our share price has been historically volatile and may continue to be volatile, which may make it more difficult for you to resell shares when you want at prices you find attractive.***

The trading price of our ordinary shares has been and may continue to be subject to considerable daily fluctuations. During 2017, the prices of our ordinary shares on Nasdaq Global Select Market ranged from \$61.14 to \$119.20 per share. Our share price may fluctuate in response to a number of events and factors, such as quarterly variations in operating results, our ability to meet expectations on the progress of our key business initiatives, such as Weibo development, growth in traffic and monetization, announcements of technological innovations or new products and services by us or our competitors, changes in financial estimates and recommendations by securities analysts, the operating and stock price performance of other companies that investors may deem comparable, new governmental restrictions, regulations or practice, news reports relating to trends in our markets and market rumors regarding our company. In January 2014, China Internet Network Information Center, or CNNIC, released a report in Chinese stating that the number of microblog users in China had declined by 9.2% from 2012 to 2013. Because weibo is the Chinese word for “microblog” and Chinese characters do not distinguish between proper nouns (“Weibo” meaning Weibo Corporation) and common nouns (“weibo” meaning microblog), various media sources, including a number of prominent international media, reported that the number of Weibo’s users had declined by 9.2% from 2012 to 2013. Our share price fell substantially in the weeks following the CNNIC report. Media reports about our company in the future, whether due to this kind of misunderstanding or for any other reason, could have a material adverse effect on the trading price of our ADSs. In addition, the stock market in general, and the market prices for China-related and internet-related companies in particular, have experienced extreme volatility that often has been unrelated to the operating performance of such companies. These broad market and industry fluctuations may adversely affect the price of our ordinary shares, regardless of our operating performance.

***Our business and operation could be negatively affected if we become subject to any shareholder activism campaign, which could cause us to incur significant expense, hinder execution of our business strategy and impact our stock price.***

We were subject to shareholder activism campaign in the past. In September 2017, a New York City hedge fund, Aristeia Capital, L.L.C., or Aristeia, which then claimed to hold approximately 4.2% of our ordinary shares launched a proxy contest to elect two of its nominees to our board of directors. Although neither of Aristeia’s proposals received the requisite shareholder approval during our 2017 annual general meeting, our directors and officers had been forced to divert significant amount of time and attention from our normal business operations and strategic planning to responding to the proxy contest since the commencement of the proxy contest.

While we are currently not subject to any shareholder activism campaign, due to the potential volatility of our stock price and for a variety of other reasons, we may in the future become the target of shareholder activism. Shareholder activism, including potential proxy contests, could result in substantial costs and divert management’s and directors’ attention and resources from our business. Also, we may be required to incur significant legal fees and other expenses related to any activist shareholder matters, which may impair our ability to execute our business plans and strategies.

***We may be classified as a passive foreign investment company for United States federal income tax purposes, which could result in adverse United States federal income tax consequences to U.S. Holders.***

We believe that it is likely that we were not a passive foreign investment company (“PFIC”) for our taxable year ended December 31, 2017 and, depending on how we deploy our passive assets in our operations or for other active purposes and the value of our gross assets, we do not expect that we will be a PFIC for the current taxable year. Nevertheless, the application of the PFIC rules is subject to ambiguity in several respects and, in addition, we must make a separate determination each year as to whether we are a PFIC (after the close of each taxable year). Accordingly, we cannot assure you that we will or will not be a PFIC for the current or any other taxable year.

A non-United States corporation, such as our company, will be classified as a PFIC for United States federal income tax purposes for any taxable year, if either (1) 75% or more of its gross income for such year consists of certain types of “passive” income, or (2) 50% or more of its average quarterly assets as determined on the basis of fair market value during such year produce or are held for the production of passive income.

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Although the law in this regard is not entirely clear, we treat our VIEs as being owned by us for United States federal income tax purposes because we control their management decisions and we are entitled to substantially all of their economic benefits and, as a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of our VIEs for United States federal income tax purposes, we would likely be treated as a PFIC for our taxable year ended December 31, 2017 and for subsequent taxable years, generally without regard to whether we reduce our cash holdings.

If we are characterized as a PFIC for any year, a U.S. Holder (as defined below under “Taxation—United States Federal Income Taxation Considerations”) may incur significantly increased United States federal income tax on gain recognized on the sale or other disposition of our ordinary shares and on the receipt of distributions on our ordinary shares to the extent such gain or distribution is treated as an “excess distribution” under the United States federal income tax rules. Furthermore, a U.S. Holder will generally be treated as holding an equity interest in a PFIC in the first taxable year of the U.S. Holder’s holding period in which we become a PFIC and subsequent taxable years even if we, in fact, cease to be a PFIC in subsequent taxable years. Accordingly, a U.S. Holder should consider making a “deemed sale” election. For more information, see “Item 10. Additional Information—E. Taxation—United States Federal Income Taxation Considerations—Passive Foreign Investment Company Considerations.”

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

On November 6, 2017, we issued 7,150 newly created class A preferences shares to New Wave MMXV Limited, or New Wave, a holding company that holds our ordinary shares on behalf of our senior management and is controlled by Mr. Charles Chao, our chairman of board and chief executive officer. The class A preference shares have no economic rights nor any right to dividend or other distribution. Subject to certain restrictions, the class A preference shares are entitled to vote on all matters submitted to our general meeting. Each class A preference share initially has 10,000 votes, which number of votes will be reduced proportionally if New Wave transfers any number of our ordinary shares it holds to a non-affiliate third party.

Immediately following the share issuance, New Wave’s aggregate voting power in our company increased to approximately 55.5%, and therefore has the ability to control or substantially influence the outcome of matters submitted to a general meeting of our company. This concentrated control may 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 ordinary shares may view as beneficial.

***Conversion of our convertible notes may dilute the ownership interest of existing shareholders.***

The conversion of some or all of the notes may dilute the ownership interests of our existing shareholders. Any sales in the public market of the ordinary shares issuable upon such conversion could adversely affect prevailing market prices of our ordinary shares. In addition, the existence of the notes may encourage short selling by market participants because the conversion of the notes could depress the market price of our ordinary shares.

***Substantial future sales of our shares in the public market, or the perception that these sales could occur, could cause our share price to decline.***

Additional sales of our shares in the public market, or the perception that these sales could occur, could cause the market price of our shares to decline. As of March 31, 2018, we had 71,470,468 ordinary shares outstanding, of which 7,944,386 ordinary shares were held by New Wave, a British Virgin Islands company controlled by Mr. Charles Chao, our chairman of the board and chief executive officer. Pursuant to a Registration Rights Agreement we entered into with New Wave on November 6, 2015, we agreed to provide New Wave with certain registration rights in respect of our ordinary shares held by it, subject to certain limitations. See “Item 7. Major Shareholders and Related Party Transactions—B. Related Party Transactions—Transactions and Agreements with Directors and Officers—Registration Rights Agreement.” Registration of these shares under the Securities Act of 1933, as amended, would result in these shares becoming freely tradable without restriction under the Securities Act of 1933, as amended, immediately upon the effectiveness of the registration statement. If part or all of these shares are sold in the public market or if any existing shareholder or shareholders sell a substantial amount of shares, the prevailing market price for our shares could be adversely affected. Such sales also might make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate.

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*Weibo has been named as a defendant in a putative shareholder class action lawsuit that could have a material adverse impact on Weibo's business, financial condition, results of operation, cash flows and reputation.*

Weibo will have to defend against the putative shareholder class action lawsuit described in “Item 8, Financial Information—A. Consolidated Statements and Other Financial Information—Legal Proceedings,” including any appeals of such lawsuits should our initial defense be unsuccessful. Weibo is currently unable to estimate the possible outcome or loss or possible range of loss, if any, associated with the resolution of these lawsuits. In the event that Weibo's initial defense of these lawsuits is unsuccessful, there can be no assurance that Weibo will prevail in any appeal. Any adverse outcome of these cases, including any plaintiff's appeal of a judgment in these lawsuits, could have a material adverse effect on Weibo business, financial condition, results of operation, cash flows and reputation. In addition, there can be no assurance that our insurance carriers will cover all or part of the defense costs, or any liabilities that may arise from these matters. The litigation process may utilize a significant portion of our resources and divert management's attention from the day-to-day operations of Weibo, all of which could harm Weibo business. Weibo also may be subject to claims for indemnification related to these matters, and Weibo cannot predict the impact that indemnification claims may have on Weibo business or financial results.

**ITEM 4. INFORMATION ON THE COMPANY**

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

Sina Corporation was founded in March 1999 through the merger of Beijing SINA Information Technology Co., Ltd. and California-based SINANET.com. In April 2000, our company completed the initial public offering and was listed on the Nasdaq market. Our company was incorporated under the law of the Cayman Islands and is headquartered in Beijing, China. With offices throughout mainland China, Hong Kong, Taiwan and the U.S., our principal place of operations is located at 7/F SINA Plaza No. 8 Courtyard 10 West, Xibeiwang East Road, Haidian District, Beijing 100193, People's Republic of China. Our telephone number at this address is +86 10-8262-8888.

The primary focus of our operations is in China, where the majority of our revenues are derived. Our business operations in China are conducted primarily through wholly owned subsidiaries, including SINA.com Technology (China) Co., Ltd., SINA Technology (China) Co., Ltd., Starshining Mobile Technology (China) Ltd, Beijing New Media Information Technology Co., Ltd., Beijing SINA Advertising Co., Ltd., SINA (Shanghai) Management Co., Ltd., Shanghai SINA Advertising Co., Ltd. and Weibo Internet Technology (China) Co., Ltd., as well as our significant VIEs and their subsidiaries, including Beijing SINA Internet Information Service Co., Ltd., Beijing Star-Village Online Cultural Development Co., Ltd., Jinzhuo Hengbang Technology (Beijing) Co., Ltd., Beijing SINA Payment Technology Co., Ltd., Beijing Weiju Future Technology Co. Ltd., Beijing Weimeng Technology Co., Ltd. and Beijing Weibo Interactive Internet Technology Co., Ltd.

Online advertising has been a main source of our revenues since our inception. We started offering MVAS in 2001, and it contributed significantly to our growth during 2001 to 2004, but started to experience fluctuation and disruption since 2005. As our efforts to diversify our services proposition to users, we launched Weibo in 2009 and started generating revenues from it in 2012. Weibo has experienced rapid growth since then, and superseded our traditional portal advertising segment to become our largest revenue generator in 2015. In 2017, we started offering online loan facilitation service through the acquiring of Weiju.

We have taken several actions to restructure and seek strategic cooperation for our online real estate business, including the spin-off of China Online Housing Technology Corporation, or COHT in 2008, injection our interests in COHT to China Real Estate Information Corporation (“CRIC”) upon CRIC's listing on the Nasdaq Global Select Market in 2009, and merger of CRIC with E-House in 2012. In August 2016, E-House was taken private. We contributed approximately \$140 million as a member of the buyer consortium and became the beneficial owner of 43% equity interests of E-House upon the completion of completion of the transaction. In December 2016, our interests in E-House was exchanged for 30% of outstanding shares of Leju and certain cash consideration, and consequently we became a principal shareholder of Leju.

We have also made investments in certain internet sectors that we have chosen to participate in through investments rather than organic development as well as in areas that we believes are strategic to extend our online ecosystem. For example, in August 2011, we purchased 9% of the issued and outstanding shares of Tudou, an online video company in China. Tudou merged into a wholly owned subsidiary of Youku in August 2012, in which transaction our shares in Tudou were converted into shares of the combined company, Youku Tudou Inc. We disposed of our interests in Youku Tudou in two transactions in 2015 and 2016, and recognized disposal gain of \$53.4 million. In October 2011, we invested \$50.0 million in Yunfeng Funds for the sole purpose of investment in Alibaba Group. We sold the shares we held in Alibaba Group through Yunfeng Funds gradually, and recognized disposal gain of \$245.8 million in total.

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In November 2013, we issued \$800,000,000 principal amount of convertible senior notes due 2018. The notes will bear interest at a rate of 1.00% per year, payable semiannually in arrears on June 1 and December 1 of each year, beginning on June 1, 2014. On December 1, 2016, a number of holders exercised their option rights under the indenture to require us to repurchase their notes at a price equal to 100% of the principal amount of the notes plus accrued and unpaid interest to but excluding the repurchase date. We paid \$646.9 million in cash to repurchase such notes. As of December 31, 2017, \$153.1 million principal amount of convertible senior notes were outstanding. The remaining notes will mature on December 1, 2018. At any time prior to the maturity date, the notes can be convertible into our ordinary shares, at the option of the holders, based on an adjusted conversion rate.

On April 17, 2014, our subsidiary, Weibo listed its American depositary shares, each representing one Class A ordinary share of Weibo (the “Weibo ADSs”), on the Nasdaq Global Select Market in connection with an initial public offering of Weibo. Weibo offered a total of 19,320,000 Weibo ADSs, representing 19,320,000 Class A ordinary shares, in connection with its initial public offering.

As approved by our board of directors in August 2016 and May 2017, respectively, we completed a distribution of Weibo Class A ordinary shares to our shareholders in October 2016 and an additional distribution in July 2017 in the form of a dividend, on a pro rata basis, of one Weibo Class A ordinary share for each ten of our ordinary shares outstanding as of September 12, 2016 and as of June 7, 2017, respectively. We distributed a total of 7,088,116 Weibo shares in October 2016, and 7,142,148 Weibo shares in July 2017. Following the distribution of Weibo shares in July 2017, our total equity stake in Weibo decreased to approximately 46% (or approximately 72% by voting power) of Weibo’s total outstanding shares.

In October 2017, Weibo issued \$900 million principal amount of convertible senior notes due 2022. The notes will bear interest at a rate of 1.25% per year, payable semiannually in arrears on May 15 and November 15 of each year, beginning on May 15, 2018. Holders of the notes may convert their notes, at their option, in integral multiples of US\$1,000 principal amount, at any time prior to the second business day immediately preceding November 15, 2022. The notes will mature on November 15, 2022. The notes will be convertible into Weibo’s ADSs at the option of the holders based on an initial conversion rate of 7.5038 ADSs per \$1,000 principal amount of notes.

## **B. Business Overview**

### **Overview**

We are a leading online media company serving China and the global Chinese communities. Our digital media network of SINA.com (portal), SINA mobile (mobile portal and mobile apps) and Weibo (social media) enables internet users to access professional media and user generated content (“UGC”) in multi-media formats from personal computers and mobile devices and share their interests with friends and acquaintances.

**SINA.com.** SINA.com offers distinct and targeted professional content on each of its region-specific websites and a full range of complementary offerings. Over the years, we have built a broad content network with thousands of professional media partners and accumulated a large mainstream user base, including well-educated, white-collar professionals.

**SINA mobile.** We also provide news information, entertainment contents and professional media contents customized for mobile users through mobile applications, such as SINA News, SINA Finance, SINA Sports, SINA Entertainment and SINA Blog, as well as through our mobile portal, SINA.cn.

**Weibo.** Weibo is a leading social media platform for people to create, distribute and discover content. Based on an open platform architecture, it provides an unprecedented and simple way for people and organizations to publicly express themselves in real time, interact with others on a massive global platform and stay connected with the world.

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Through these properties and other product lines, we offer an array of online media and social media services to our users to create a rich canvas for businesses and advertisers to effectively connect and engage with their targeted audiences.

### **Business and Products**

We operate our business through the following three business segments, SINA Portal, Weibo and other businesses. We generate the majority of our revenues from online advertising and marketing services and, to a lesser degree, from fee-based services. We offer both brand advertising services in display ad formats and performance-based online marketing solutions on SINA Portal and Weibo, such as promoted feeds. Non-advertising revenues include revenues from online payment service and online loan facilitation service, mobile value added services (“MVAS”), Weibo value-added services (“Weibo VAS”) which mainly includes Weibo games, VIP membership and data licensing services.

#### ***Portal’s Business and Products***

##### ***SINA.com and SINA Mobile***

SINA.com is an online media property which provides professional digital contents to users and offers online brand advertising and marketing solutions to customers.

SINA.com’s network consists of four destination websites dedicated to the Chinese communities across the globe: Mainland China (www.sina.com.cn), Taiwan (www.sina.com.tw), Hong Kong (www.sina.com.hk), and overseas Chinese in North America (www.sina.com). Each destination site consists of Chinese-language news and content organized into interest-based channels. The sites offer extensive community and communication services and sophisticated web navigation capability through website search and directory services.

We also provide news information and entertainment content customized for mobile users in in forms of mobile applications, such as SINA News, SINA Finance, SINA Sports, SINA Entertainment and SINA Blog as well as through our mobile portal, SINA.cn, to mobile browsers.

#### ***User Offerings***

As a leading digital content provider, SINA offers a variety of free interest-based vertical channels through SINA.com, SINA.cn and SINA mobile applications that provide region-focused format and content. The key vertical channels include:

*SINA News.* SINA News aggregates feeds from news providers, bringing together content from media companies, such as CCTV, Xinhua Net and Xinhua News Agency, People’s Daily and People’s Daily Online, Global Times, China News, Agence France-Presse (“AFP”), Associated Press, Reuters, Getty Images, Nanfang Daily Group and the Beijing News. Through SINA News channel, users have an easy access to breaking news coverage from multiple sources and points of view.

*SINA Finance.* SINA Finance provides business news coverage and personal finance columns. SINA Finance also offers stock quotes from the major exchanges around the world, mainly including U.S., Shanghai, Shenzhen and Hong Kong stock exchanges, as well as breaking news from individual listed companies and market trend analysis.

*SINA Sports.* SINA Sports offers multimedia news and information on a wide range of sporting events from home and abroad. SINA Sports features domestic and international soccer matches, National Basketball Association (“NBA”) games, general sports as well as coverage of world-famous sports stars and teams.

*SINA Entertainment.* SINA Entertainment contains extensive coverage of local and international entertainment news and events, including movies, television programs, plays, operas, music and celebrities in related fields.

*SINA Auto.* SINA Auto offers the latest automobile-related news and service information to provide car buyers and automobile enthusiasts with current information on automotive pricing, reviews and featured guides.

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*SINA Technology.* SINA Technology provides updates on recent activities of high-tech corporations as well as industry trends in China and worldwide.

*SINA Video.* SINA Video is an online video vertical portal that provides high-quality, easy-to-use interactive video products. This channel is divided into various vertical categories, mainly including news, sports and entertainment. SINA Video also allows users to upload, publish and manage user generated videos. For the risks concerning the revocation of our License for Online Transmission of Audio-Visual Programs, see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—We may not be able to continue offering online video services if we cannot find business partners with the required licenses.”

*Other Channels.* In addition to the aforementioned vertical channels, SINA.com also includes SINA Education, SINA Digital, SINA Fashion, SINA Luxury, SINA Health, SINA Collectibles, SINA Travel and other interest-based channels. Each channel serves as an interactive platform which offers extensive, professional, real-time, interest-based information and targeted services in respective vertical areas to users.

### ***Advertiser Offerings***

SINA.com is an online brand advertising property. Through SINA’s various vertical channels, across PCs (sina.com) and various mobile platforms (sina.cn, SINA News App, SINA Finance App, SINA Sports App, etc.), we provide a rich spectrum of advertising and marketing solutions to advertisers to connect with users in a meaningful way. SINA’s advertising offerings consist of display ad, performance based ads and video ad. Display ad, which mainly takes the formats of banner, button, text-link and loading page ads and appear on pages within the SINA network, channels and promotional sponsorships, fulfils advertisers’ fundamental needs to drive brand awareness and interests to users or customers. Our primary advertising and sponsorship client base includes Fortune 1000 companies that employ a global approach to their branding, marketing and communications programs, regional companies of medium to large scale that focus on specific geographic and demographic markets and smaller companies whose markets are within a local territory.

To further deliver value for our advertisers and meet their branding needs at deeper level, we offer performance-based ad solutions, which mainly take the form of news feeds ad and are served within content streams across our various media platforms at mobile terminals in the form of text, static image or rich media and provide a personalized, targeted advertising experience to customers. This also helps attract customers with performance-driven marketing demands, such as small and medium enterprises. To enrich our advertising format, we also offer video ad on our platform which takes forms of pre-roll, mid-roll, and post-roll video screens as well as in-feed video ad.

### ***Cooperation with Partners***

In addition, we have closely cooperated with a range of content, service, application and distribution partners in order to serve users more effectively and to extend our brand and services to a broader audience. The goal of SINA.com’s content partnerships is to provide its users with an extensive offering of Chinese-language content. We contract with content partners to display their contents on one or more of our websites free of charge or in exchange for a share of revenue, a licensing fee, and access to SINA-generated content or a combination of these arrangements. Some of our leading content providers include the International Olympic Committee, English Premier League, UEFA Champions League, La Liga, Bundesliga, Chinese Football Association Super League, China Open, National Football League, PGA Tour, Women’s Tennis Association, MUTV, CCTV, JSTV, BTV, People’s Daily, Xinhua News Agency, China News Service, Global Times, Getty Images, Nanfang Daily Group, Beijing News, AFP, Associated Press, Reuters, Nasdaq OMX, Hong Kong Stock Exchange, Shanghai Stock Exchange and Shenzhen Stock Exchange. For our mobile content, SINA.com has established content partnerships with certain international record companies to provide image and music downloads.

### ***Weibo’s Business and Products***

Weibo is a leading social media platform for people to create, distribute and discover Chinese-language content. It provides an unprecedented and simple way for people and organizations to publicly express themselves in real time, interact with others on a massive global platform and stay connected with the world.

Weibo combines the means of public self-expression in real time with a powerful platform for social interaction, as well as content aggregation and distribution. Any user can create and post a feed and attach multimedia or long-form content. It serves a wide range of users including ordinary people, celebrities and other public figures, as well as media outlets, businesses, government agencies, charities and other organizations, making it a microcosm of Chinese society. For many people in China, Weibo allows them to be heard publicly and exposed to the rich ideas, cultures and experiences of the broader world.

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In addition to users, Weibo's ecosystem includes customers and platform partners:

- *Customers.* Weibo enables its advertising and marketing customers to promote their brands, products and services to its users. Weibo offers a wide range of advertising and marketing solutions to customers ranging from large companies to SMEs and to individuals, including display advertisement and promoted marketing offerings. Weibo's native promoted marketing offerings allow customers to reach a targeted audience based on the social interest graph, or SIG, of our users. In addition, Weibo's customers can benefit from the potential viral effect of their promoted feeds generated from the public and distributed nature of our platform, commonly known as "earned media."
- *Platform Partners.* Weibo has attracted a large number of platform partners, including organizations with media rights, MCNs, self-medias and app developers. Weibo's platform partners contribute a vast amount of content to Weibo, broadly distribute Weibo content across their properties and integrate products and applications with Weibo's platform, enriching the experience of our users while increasing Weibo's monetization opportunities.

While Weibo distinguishes among users, customers and platform partners in classifying Weibo's products and analyzing Weibo's revenues, the same person or organization may simultaneously be included in two or more of the categories.

Weibo began monetization on its platform in 2012, and has since experienced rapid revenue growth. Weibo's revenues increased from \$477.9 million in 2015 to \$655.8 million in 2016 and further to \$1,150.1 million in 2017, representing a CAGR of 55.1%. Weibo generates revenues primarily from customers who purchase advertising and marketing services, and, to a lesser extent, from fee-based revenues, such as membership fees.

Weibo's product categories include those for users, advertising and marketing customers and platform partners.

### **Products for Users**

Weibo's product development approach is centered on building simple and useful tools to enable its users to access Weibo to discover, create, and distribute content and interact with others on Weibo's platform in real time. Weibo employs a "mobile first" philosophy and has designed its platform around the capabilities of mobile devices. Weibo introduced the first generation of Weibo mobile app in the first quarter of 2010. Its app is compatible with all major mobile operating systems, including Android, iOS and others, and is accessible through mobile apps, mobile websites, computer apps and computer websites. Users can watch videos, read articles, discover Hot Weibo information feeds and interest-based topics after installing Weibo app or when visiting Weibo websites. Users registered with a Weibo account can set up their account information, post feeds, upload short videos and post articles. Users can also interact between themselves on Weibo's platform by following, reposting, adding comments, sending private messages and through other channels.

Weibo's users range from ordinary people to celebrities, businesses, government agencies and other organizations.

*Discovery Products.* Weibo offers the following products to help users discover content on its platform:

- *Information Feed.* Weibo organizes and presents users with information feed in different forms. Among all, two most important and most frequently browsed are relationship-based information feed (follow model) and interest-based information feed, both of which reside on users' home page.

Each user's relationship-based information feed displays a regularly updated flow of feeds posted by that user and other users who he or she has opted to follow. Since Weibo allows users to follow other users without establishing a reciprocal relationship, users are able to personalize whom to follow based on their interests. In other words, users can as easily follow celebrities and strangers as they follow friends and acquaintances. To improve user experience, the relationship-based information feed has evolved from a chronological timeline to one with multiple dimensions, including content relevancy, content quality, user interest, user engagement, user relationships and etc. Users can also customize their information feed by classifying followed accounts into different groups, e.g. friends, co-workers, celebrities, finance, sports and view feeds from each group separately.

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Interest-based information feeds are timelines of feeds recommended by Weibo based on different interest-based themes. Hot information feed is an example of interested-based information feed that Weibo presents at users' homepage to recommend feeds on recent popular topics, breaking news and feeds generated through users interest. Weibo also organizes other interest-based information feeds on various themes for users to further explore the topics in which they are interested. In addition the above, Weibo offers many other types of information feed as well. For example, video information feed, which appears after a user finishes watching a short video and a timeline of related videos are recommended; and profile information feed, which can be found on a user's individual page and shows all of the feeds shared by that user.

- *Search.* Weibo's search function allows users to search its large content pool for users, feeds, videos, articles, pictures, etc. based on keyword (hashtag), topic or recent popular trending. Through Weibo's powerful search function, users can efficiently acquire the most relevant information they seek in real time. Hot Weibo is Weibo's hot topic ranking chart which is calculated based on real-time search data, presenting to users the hottest and newest content.
- *Discovery Zone.* The discovery zone is the interface aggregating Channels, Trends and information feeds for users to conveniently access a variety of content and services based on the user's current location and topical interests such as games, movie review, ticket purchasing, online music streaming, online shopping and live streaming. Users can find content related to their interests and interact with others of the same interest in the discovery zone.
- *Channels.* Channels gather users based on particular interests or locations and encourage user engagement through interaction within each channel. Users can visit these Channels to find rich content on topics of interest and interact with other users of similar interest. For example, users can stream songs and watch movie trailers from the respective Channels and write reviews in the discussion zone. With Weibo location-based services, users can locate popular points of interest, find information about them, such as show times for movie theaters and menus for restaurants, access coupons, post comments, and see reviews shared by other users. As one of the interest channels, Weibo also offers third-party online games, such as role-play games, card games and strategy games. Most games on Weibo are free and certain games have in-app purchase options for enhanced gaming experience. Weibo receives part of the revenues from such purchases through arrangements with the game developers.
- *Trends.* Trends are lists of hot topics on Weibo. A user can start a topic discussion by adding hashtags (#) around a word or phrase in a feed. The key word or phrase then becomes searchable with a single click. Top trends are listed in the discovery zone. Users may view feeds under each trending topic and participate in the discussion.

*Self-Expression Products.* Weibo offers the following products to enable its users to express themselves on Weibo's platform:

- *Post.* Weibo enables users to express and share their ideas, opinions and stories in the form of text and multimedia content. A post is usually limited to 140 Chinese characters, and can include rich, descriptive and vivid content such as photos, music, short videos, live streaming and long-form articles.
- *Individual Page.* Each individual user has an Individual Page to express and share ideas, opinions and stories in the form of text and multimedia content. Basic information about a user, including username, introduction, education, location, liked feeds, accounts followed, follower accounts and Weibo account number, is also available on the user's Page. Individual users with verified authentic identity information will have an orange "V" mark on their profile picture. Weibo VIP membership, which can be purchased through monthly or annual subscriptions, offers certain additional services and functions not available to free users, such as following more users, more personalization of their Pages, additional options to manage information feeds and followers and access to premium games. Business and other organizations with verified identities can apply for enterprise accounts, create an Enterprise Page and will have a blue "V" mark on their profile picture. Weibo enables organizations to customize their Pages and to increase brand awareness, interact with followers, perform marketing events, promotion activities, and advertisement campaigns on Weibo. Weibo also enables business and other organizations to increase its business efficiency by providing various tools. For example, an e-commerce merchant can facilitate purchase activities through Weibo or offer "red envelop," and drawings to build a follower base.

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- *Story*. Users can continuously create, share and discover photos and full-screen vertical short videos. Stories allow users to more easily create, consume contents and interact with their relations on smartphone. It gains popularity quickly among Weibo users, especially younger generation. In addition, user can use tools such as stickers, filters and music to express their personality.
- *Top Articles*. Top Articles satisfies user needs for content creation and presentation. Users can create beautifully presented content through Top Articles, and publish through Weibo which will display such content in the information feed.
- *Weibo Q&A*. Weibo Q&A is Weibo's question-and-answer platform where users can engage in free Q&A as well as paid Q&A. Through creation and interaction of user generated content, it strengthens user engagement on Weibo.
- *Weibo Live Broadcasting*. Weibo Live Broadcasting includes showcase live broadcasting and media live broadcasting that satisfy the broadcasting demand of both individual users and business or organization users.

*Social Products*. Weibo offers the following mechanisms to promote social interaction between users on Weibo's platform:

- *Follow*. Users can establish relationships with other users by electing to follow them. Feeds that are posted or reposted by a user will automatically appear in the information feed of the user's follower. Relationships may be asymmetrical. The user being followed does not need to approve the follower's decision to follow them, although a user can choose to limit access to certain feeds or to blacklist a certain follower.
- *Repost, Comment, Favorite, Like*. By clicking on the Repost button, users can repost feeds from other users. When a feed is reposted, the original author is able to virally reach and influence users beyond that author's own circle of followers, leveraging the network of the followers of the author's followers, sometimes many degrees away. Users can add their own comments when they repost and share their view on the original feed with their followers. Users can also leave comments on a feed by clicking on the Comment button. If they like a feed, they can click on the Like button to express their support for the feed. At the bottom of each feed, users can see how many people have Reposted, Commented on or Liked the feed. Users can also save feeds into their favorites by clicking on the Favorite button.
- *@Mention*. Users can view their history of interactions with other users by going to the @Mention Page, which allows users to access all the feeds in which they are mentioned by other users. In addition, users can see a list of comments from other users on their own feeds, as well as the Likes on their feeds.
- *Messenger*. Users can send private messages in the form of text or voice recordings and can attach photos, locations and group contact cards. In addition, users can also use messengers to hand out "red envelopes", lucky money, and receive payments from other users.
- *Group Chat*. Group Chat enables users to organize and participate in conversations based on common interest. For example, fans of a celebrity can establish chat rooms to share the latest gossips and tidbits, and the celebrity himself may choose to "drop in" to increase the liveliness of his fan base. In addition, users who are viewing the same live streaming session can simultaneously participate in a group chat as well.

### ***Products for Advertising and Marketing Customers***

Weibo seeks to provide advertising and marketing solutions to enable its customers to promote their brands and conduct effective marketing activities. Weibo provides its customers with analytical tools to enable them to track and improve the effectiveness of their marketing campaigns on Weibo's platform. Weibo's advertising and marketing customers include key accounts, Alibaba/e-commerce merchants, SMEs and individuals that seek a full spectrum of online advertising and marketing services ranging from brand awareness to interest generation, sales conversion and loyalty marketing.

*Social Display Advertisements.* Social display advertisements appear on the app opening page, the Discovery Zone banner and website home page banner. When users click on a display advertisement, they may be redirected to the advertiser's Weibo Page for further engagement. Social display advertisements mainly serve key account customers.

*Promoted Marketing.* Weibo promoted marketing offerings include the following:

- *Promoted Feeds.* Promoted feeds appear in the user's information feed alongside organic feeds. Weibo encourages its customers to produce feeds that have relevant information value similar to that of the users' organic feeds. Customers may use Weibo's SIG recommendation engine to better target their audience and improve the relevancy of the advertisement to the users. As with other feeds, users can Repost, Comment on and Like promoted feeds, amplifying the visibility and reach of the original promoted feed and generating earned media to our customers. Weibo offers promoted feeds tailored to different customer segments such as:
  - Super FST is an advertising platform specifically for information feeds advertising products under a real time bidding system. By leverage Weibo's massive user data, Super FST can help customers precisely target users based on user attributes and social relations, enabling customers to achieve marketing objectives such as improving customers' branding, increasing website visits and advertisement conversion rate, growing fan bases, increase app installation rates and collecting sales leads. Customer can place information feeds advertisements either through Weibo's authorized distributor, or directly by themselves on Super FST. Super FST can help to target segment audience via multiple dimensions, including user quality, scenarios, social relations, behaviors and interests. In this way, brands can precisely target users with different features. Super FST provides various advertising formats, such as multi-image post, image-text advertisements, video advertisements and matrix advertisements;
  - Fans Headline is a promoted service that guarantees a certain feed from the customer will appear at the top of the information feeds of the customer's followers;
  - Weibo Express is a promoted service offered to key accounts for them to reach and engage with a broad range of Weibo users; and
- *Promoted Accounts.* Promoted accounts usually appear in various Weibo's relationship recommendation scenes on mobile devices such as the recommended accounts area, or directly in the information feed on mobile devices. Promoted accounts are labeled but otherwise appear in the same format as other accounts that Weibo recommends to its users. Promoted accounts provide customers a way to grow their followers, with whom they can then drive engagement and accumulate social assets using their Weibo Pages.
- *Promoted Trends.* Promoted trends, which are labeled as "promoted," appear at the top of the list of trending topics. When a user clicks on a promoted trend, he will be redirected to the sponsor's landing page.

### ***Products for Platform Partners***

Weibo seeks to provide its platform partners with abundant tools and services, which improves Weibo's content ecosystem with more diverse and high quality content, increases user engagement, enhances user experience, expand user scale and strengthens platform influence. Weibo's platform partners include traditional and online media outlets, copyright content providers, MCNs and other self-media, as well as app developers and data suppliers. Weibo offers different products tailored to different types of platform partners, including:

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*Products for copyright content providers.* Weibo works with TV channels, online video websites and operators with copyright content through traffic resource exchange and content traffic sharing. Such cooperation enriches Weibo's content ecosystem with diversified video content and strengthen Weibo's brands influence, while at the same time enhances partners' user scales, and their brands influence.

- *Standardized products.* Weibo's standardized products to platform partners include, among others, Trends, Search, Video/Live Stream, and Editing tools.
- *Customized products.* Weibo provides customized products such as content customization, pooling of copyright contents and user interaction development to its platform partners.
- *Resource services.* Weibo provides its platform partners with operational resources to expand their brand influence, such as search list recommendation, trends list recommendation and Weibo app opening advertisements.

*Products for MCNs and other self-media.* Self-media refers to organization partners with the ability to manage and provide services to top content creators on Weibo, such as MCNs, unions and e-commerce partners. These top content creators produce various types of content on Weibo in the form of video, live stream, images and text. Weibo provides self-media with standardized products and services to help them build up and monetize social assets, which in return enables them to produce more content and attracting more self-medias to Weibo's platform. Weibo's products and services to them include:

- *Back-end management.* Weibo provides standardized and specialized back-end management allowing self-media to manage their content creator accounts in a scalable manner. Weibo's back-end management services include, among others, management of account, data, resource and growth.
- *Traffic supports.* Weibo provides traffic distribution supports such as account recommendation, content recommendation and access to certain exclusive functions.
- *Product services.* Weibo provides self-media with product solutions for better displaying and promotion of its account and content through various channels, including information feeds, video feeds and users home page.

*Products for other app developers.* Under user consent, Weibo's open application platform allows users to log into third-party applications with their Weibo account, which enables sharing of third-party content on Weibo platform. User privacy is strictly protected during the authorization to third-party applications, which only have access to user's basic public information. This product helps mobile app developers to acquire users while helps Weibo to acquire shared content from other apps and platforms.

*Weibo Wallet.* Weibo wallet product enables platform partners to conduct interest generation activities on Weibo, such as handing out "red envelops" and coupons to other users to build a bigger and more active fan base, and drive purchase conversion. Weibo wallet also enables individual users to purchase different types of products and services on Weibo, including those offered by us, such as marketing services and VIP membership, and those offered by Weibo's platform partners, such as e-commerce merchandises, financial products and virtual gifts.

### **Other Businesses and Products**

*Online Payment Service.* We developed an online payment system that enables merchants to transact online with their end customers or vendors. It is connected with banks' websites, and we charge service fees to merchants for such service.

*Online Loan Facilitation Service.* We provided online loan facilitation service, connecting borrowers with lenders and facilitate the execution of loan transactions. We recommend borrowers with financing needs to financial institution lenders, and assess and provide an assessment of each borrower's credit risks to lenders to facilitate lenders' own lending decision. We charge loan facilitation service fees to borrowers for our assistance. We provide guarantee on the principal, interest payment and penalty fee of the defaulted loans to the lenders.

*MVAS.* SINA's MVAS allows users to receive news and information, download ring tones, mobile games and pictures, customize caller ring back tones, and participate in dating and friendship communities. MVAS is sold on a monthly subscription or pay-per-message basis and can be ordered via SINA.com or through mobile phones. MVAS is promoted on SINA's portal and traditional media, including television and radio, as well as joint promotions through provincial operators. SINA relies on mobile operator systems, such as China Mobile's Monternet platform and China Unicom's UNI-Info platform, to deliver its MVAS and bill end users.

## **Sales and Marketing**

We maintain our own sales operations team. We transact business with key account customers primarily through third-party advertising agencies and with SMEs primarily through our distribution network.

Due to the expertise required to carry out an effective online marketing campaign, key accounts customers usually hire advertising agencies to handle their internet brand campaigns. These advertising agencies provide a broad spectrum of services, including designing ad campaigns based on an analysis of the customer's needs, crafting ads in various formats and providing analytical tracking.

Our distribution network for SME customers includes local distributors throughout China. Our distributors provide numerous services, including identifying customers, collecting payments, assisting customers in setting up their accounts with us, and engaging in other marketing and educational services aimed at acquiring customers. We provide periodic training programs to our distributors to maintain the service quality of our distributors and strengthen our relationships with them.

In addition, we have developed a programmatic advertising buying system which provides our customers with an easy access to performance-based advertising solutions that are designed to meet their needs at a comprehensive level. The easy-to-monitor feature of the system offers an enhanced user experience and potentially increases customers' willingness to repeat advertising purchase with us. In addition to helping us retain existing customers, the system also enables us to reach a broader customer base in our efforts to attract new customers.

We believe that our position as a leading online media in China has given us widespread name recognition. We focus on continually improving the quality of our products and services to strengthen our brand, as we believe satisfied users and customers are more likely to recommend our products and services to others. While word of mouth has helped us, we also make selective use of advertising, promotions and special events to promote SINA awareness and usage.

## **Technology Infrastructure**

SINA's infrastructure allows users to access its products and services, regardless of their geographical location. SINA's infrastructure is also designed to provide high-speed access by forwarding user requests to data centers hosting pc sites, mobile sites and mobile applications with faster network or lower loads. Our web pages are generated, served and cached by servers hosted at various co-location data center in mainland China, the U.S., Taiwan and Hong Kong. SINA's servers mainly run on Linux platforms using Apache, Squid, Nginx, Java, PHP, Redis and Mysql, etc. These servers are primarily maintained at China Telecommunications Corporation, or China Telecom, and China Unicom branches in cities across China, including Beijing, Shanghai, Guangzhou and Tianjin, TNN in Taipei, Taiwan, China Telecom in Santa Clara, California, as well as NTT in Hong Kong.

We believe that these hosting partners provide operating advantages, including an enhanced ability to protect their systems from power loss, break-ins and other potential external causes of service interruption. They provide continuous customer service, multiple connections to the internet and a continuous power supply to their systems. In addition, SINA conducts online monitoring of its systems for accessibility, load, system resources, traffic, network-server intrusion and timeliness of content. SINA's mobile applications in China leverage the aforementioned web operation resources by utilizing the wireless infrastructure of mobile network operators in China to provide MVAS to SINA's users. Nevertheless, we have experienced slower response time and suffered outages in the past due to equipment and software downtime as well as bandwidth issues with operators. Although these instances have not had a material adverse effect on our business, similar instances may have a material impact on our business in the future.

## **Seasonality**

SINA has experienced seasonality in its online advertising business. Historically, the first calendar quarter has been the worst season for its advertising business due to the Lunar New Year holidays. Past performance may not be indicative of future trends, as the mix of advertising industry sectors, which may have different seasonality factors, may shift from quarter to quarter. Seasonality in other businesses is less apparent.

## **Competition**

We provide online digital content and services for the global Chinese community, including but not limited to informational features, social media and social networking services as well as other fee-based services. This industry can be characterized as highly competitive and rapidly changing due to the fast growing market demand. Barriers to entry are relatively low, and existing and potential competitors can launch new websites, platforms or services at a relatively low cost. Many companies offer various contents and services targeting this community that compete with our offerings. With the growth rate of the overall size of internet community slowing down, the industry is evolving rapidly and is witnessing rising competition for traffic and user time. In particular, we face head-to-head competition from other mobile news applications and we compete to attract, engage and retain users from other platforms with social attributes such as video-sharing and messaging or products with information feed functionalities.

The development of China's advertising industry also has impacts on our product offerings and revenue generation. According to iResearch's report on China's digital advertising market, the overall digital advertising revenues in China is estimated to grow at an annual growth rate of 32% in 2017, which slightly slowed down compared with prior years. While the entire digital ad market has generated healthy growth in the past year, certain trends have transformed the market. From regulatory perspective, the newly adopted Advertisement Law in 2015 and Interim Measures for the Administration of Internet Advertising on 2016 have set a higher standard for the content, the format of online advertisement and qualification of advertisers. From the perspective of digital ad budget allocation, advertisers have continued to shift budgets from PC to mobile, which has an unfavorable impact on overall portal advertising which has been dominant on the PC side. Information feed advertisement has gradually become a mainstream advertising format on mobile media platforms to serve advertisers' demands.

With these factors taken into account, along with macro headwinds, there are challenges we face to ramp up our portal business in the short run and there are efforts we need to make to optimize our advertising products and improve mobile monetization capability to keep up with China's advertising market and achieve growth in the long run. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Business—The markets for internet and social media and social networking services are highly competitive, and we may be unable to compete successfully against established industry competitors and new entrants, which could reduce our market share and adversely affect our financial performance."

## **Intellectual Property and Proprietary Rights**

We rely on a combination of copyright, trademark and trade secret laws and restrictions on disclosure to protect our intellectual property rights. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our technology. Monitoring unauthorized use of our products is difficult and costly, and we cannot be certain that the steps we have taken will prevent misappropriation of our technology, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the United States. From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources.

In addition, third parties may initiate litigation against us alleging infringement of their proprietary rights. In the event of a successful claim of infringement and our failure or inability to develop non-infringing technology or license the infringed or similar technology on a timely basis, our business could be harmed. In addition, even if we are able to license the infringed or similar technology, license fees could be substantial and may adversely affect our results of operations. See "Item 3. Key Information—D. Risk Factors—Risks Related to Our Business—We may not be able to adequately protect our intellectual properties, which could cause us to be less competitive" and "—We may 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."

## **Government Regulation and Legal Uncertainties**

The following description of PRC laws and regulations is based upon the opinion of TransAsia Lawyers, our PRC counsel. For a description of legal risks relating to our ownership structure and business, see "Item 3. Key Information—D. Risk Factors."

## **Overview**

The PRC government has enacted an extensive regulatory scheme governing the operation of business with respect to the internet, such as telecommunications, internet information services, international connections to computer information networks, information security and censorship and administrative protection of copyright. Besides the MIIT, the various services of the PRC internet industry are also regulated by various other governmental authorities, such as SAIC, the State Council Information Office (“SCIO”), Cyberspace Administration of China (“CAC”), the GAPP, the SARFT (GAPPRFT was formed when the GAPP was combined with the SARFT in March 2013), the Ministry of Education (“MOE”), the MOC, the Ministry of Health (“MOH”), and the Ministry of Public Security.

## **PRC Corporate Structure**

The PRC government restricts foreign investment in internet-related businesses. Accordingly, we operate our internet-related businesses in China through our VIEs that are PRC domestic companies owned principally or completely by certain of our PRC employees or PRC employees of our directly-owned subsidiaries. For a list of our material directly owned subsidiaries and VIEs in China, please see “C. Organizational Structure” below.

## **Classified Regulations**

### **Foreign Investment in Value-added Telecom Services**

According to the Provisions on Administration of Foreign Invested Telecommunications Enterprises, promulgated by the State Council in 2001 and amended in 2008 and 2016, the ultimate foreign equity ownership in a value-added telecommunications service provider may 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 MIIT and the Ministry of Commerce or their authorized local branches.

In order to further strengthen the administration of FITEs, the MII Circular 2006 provides that (i) any domain name used by a value-added telecom carrier shall be legally owned by such carrier or its shareholder(s); (ii) any trademark used by a value-added telecom carrier shall be legally owned by the carrier or its shareholder(s); (iii) the operation site and facilities of a value-added telecom carrier shall be installed within the scope as prescribed by operating licenses obtained by the carrier and shall correspond to the value-added telecom services that the carrier has been approved to provide; and (iv) a value-added telecom carrier shall establish or improve the measures of ensuring safety of network information. If a license holder fails to comply with the requirements in the MII Notice or cure such non-compliance, the MII or its local counterparts have the discretion to take measures against such license holders, including revoking their value-added telecommunications business operating licenses. As to the companies which have obtained the operating licenses for value-added telecom services, they are required to conduct self-examination and self-correction according to these requirements and report the result of such self-examination and self-correction to the MII.

Accordingly, the ICP Company submitted the self-correction scheme to the MII on November 17, 2006. Under the self-correction scheme, (i) the domain name “www.sina.com.cn” mainly used by the ICP Company should be transferred from BSIT to the ICP Company, and (ii) the trademark “SINA” (“新浪”) used by the ICP Company should be transferred from BSIT to the ICP Company. According to the Certificate for Approval of Trademark Transfer issued by the Trademark Office of State Administration for Industry and Commerce (“SAIC”) on September 28, 2008, the trademark “SINA” has already been transferred to the ICP Company. The domain name “www.sina.com.cn” has been transferred to the ICP Company as well.

## **Internet Information Services**

The Telecommunications Regulations of the People’s Republic of China, or Telecom Regulations, promulgated by the State Council in 2000, and subsequently amended in 2014 and 2016, draw a distinction between “basic telecommunication services” and “value-added telecommunication services.” Internet content provision services is a subcategory of value-added telecommunications services. On December 25, 2015, MIIT published the Classification Catalogue of Telecommunications Services (the “2015 Catalogue”), which took effect on March 1, 2016. The first catalogue was published in September 2000 and was subsequently amended in 2001 and 2003. Under the 2015 Catalogue, “value-added telecommunication services” were further classified into two sub-categories and 10 items. Internet content provision services, or ICP services, fall under the second subcategory of value-added telecommunications businesses. Under the Telecom Regulations, commercial operators of value-added telecommunications services must first obtain an operating license from MIIT or its provincial level counterpart(s).

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The State Council issued the Administrative Measures Internet on Internet Information Services concurrently with the Telecom Regulations in 2000 to regulate Internet content provision services, which was subsequently amended on January 9, 2011. According to these measures, commercial Internet content provision service operators must obtain an Internet Content Provision License from relevant government authorities before engaging in any commercial Internet content provision operations within the PRC. These measures further stipulate that entities providing internet content provision services regarding news, publishing, education, medicine, health, pharmaceuticals and medical equipment must obtain the approval of the national government authorities responsible for such subject matter prior to applying for an operating license from the internet relevant government authorities.

The Administrative Measures on Telecommunications Business Operating Licenses, promulgated by MIIT in 2001 and amended in 2009 and 2017, 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 service 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 single local license.

The ICP Company currently holds a Value-Added Telecommunication Services Operating License, which was issued in July 2009 by the MIIT authorizing the ICP Company to provide national information services of the internet data center service of the first category of the value-added telecommunication service (excluding online resources coordination) and the second category of the value-added telecommunication services (excluding internet information services). The license has been renewed and is valid through April 29, 2019 subject to annual inspection. The ICP Company also holds a Value-Added Telecommunication Services Operating License issued by Beijing Communication Administration Bureau on March 10, 2008, authorizing the ICP Company to provide MVAS in Beijing. The license has been renewed and is valid through November 23, 2020 and subject to annual inspection.

Beijing Star-Village Online Cultural Development Co., Ltd. (“StarVI”) currently holds a Value-Added Telecommunication Services Operating License, which was originally issued by the MIIT authorizing StarVI to provide national information services of the second category of the value-added telecommunication services (excluding internet information services). The license is valid through August 8, 2019 and is subject to annual inspection. StarVI also holds a Telecommunication and Information Services Operating License, which was issued by the Beijing Communication Administration Bureau. The license is valid through November 11, 2020 and is subject to annual inspection.

Weimeng currently holds a Value-Added Telecommunication Services Operating License, which was issued on December 13, 2016 by the MIIT authorizing Weimeng to provide national information services of the second category of the value-added telecommunication services (excluding internet information services). The license is valid through November 3, 2019 and is subject to annual inspection. Weimeng also holds a Telecommunication and Information Services Operating License, which was issued on by Beijing Communication Administration Bureau authorizing Weimeng to provide internet information services excluding services in the area of news, publishing, education, medicine, health, pharmaceuticals and medical equipment. The license is valid through May 20, 2020 and is subject to annual inspection.

### ***Online Advertising***

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.

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On April 24, 2015 the Standing Committee of the National People’s Congress issued the PRC Advertising Law or the Advertising Law, which came into effect on September 1, 2015. The Advertising Law applies to all advertising activities conducted via the internet. The Advertising Law requires that users must be able to close online pop-up ads with one click. Moreover, internet service providers are obligated to cease publishing any advertisements that they know or should know are illegal. Violation of these regulations may result in penalties, including fines, confiscation of the advertising incomes, termination of advertising operations and even suspension of the provider’s business license.

In July 2016, the State Administration for Industry and Commerce issued the Interim Measures for the Administration of Internet Advertising, which became effective on September 1, 2016. These interim measures clarify that “internet advertisements” means commercial advertisements that promote commodities or services directly or indirectly via internet media such as websites, webpages and internet applications in the form of texts, pictures, audio, video or other forms. These interim measures also create a number of new requirements for internet advertisers. For example, these interim measures state that paid search advertisements should be clearly distinguished from ordinary search results. In addition, consistent with the Advertising Law, these interim measures require that advertisements published on internet pages in the form of pop-ups or other similar forms shall be clearly marked with a “close” button to ensure “one click to close”. The measures also prohibit unfair competition in internet advertisement publishing, including (1) providing or using any programs or hardware to intercept or filter any legally operated advertisements of other persons; and (2) using network pathways, network equipment or applications to disrupt the normal data transmission of advertisements, alter or block legally operated advertisements of other persons or load advertisements without authorization. Violation of these regulations may result in fine of no more than RMB 30,000, with any punishments administrated by the Administrative Authority for Industry and Commerce in the place where the advertisement publisher is located.

Several of our wholly owned subsidiaries and VIEs have an approved business scope to carry out the design, production, issuance and agency of advertisements. These entities include Beijing SINA Advertising Co., Ltd., Shanghai SINA Advertising Co., Ltd., and Weimeng.

The ICP Company has an approved business scope to issue internet advertisements and carry out the business of placing advertisements on the website “www.sina.com.cn”.

### ***Microblogging Services***

On December 16, 2011, the Beijing Municipal Government issued the Microblog Rules, which became effective on the same day. The Microblog Rules, among other things, require users of microblogging services to register their identities with microblogging service providers. The Microblog Rules identify eleven categories of content that are restricted from being disseminated. Microblogging service providers are required to implement systems and procedures to verify user identity and ensure that the information disseminated by users is in compliance with the Microblog Rules.

On February 4, 2015, CAC promulgated the Administrative Provisions on Account Names of Internet Users, or the Account Names Provisions, which became effective as of March 1, 2015. The Account Name Provisions require internet service providers to authenticate registered users’ identity information and to commit to complying with the “seven basic requirements”, including observing the laws and regulations, upholding the socialist regime, protecting state interests and so on, as well as ensuring the authenticity of any information they provide. Relevant Internet Information Service Providers are responsible for the protection of users’ privacy, the consistency between user information, such as account names, avatars, and the requirements contemplated in the Account Names Provisions, making reports to the competent authorities regarding any violation of the Account Names Provisions, and taking appropriate measures to stop any such violations, such as, notifying the user to make corrections within a specified time and suspending or closing accounts in the event of continue non-compliance.

On February 2, 2018, CAC promulgated the Administrative Provision on Microblogging Information Service, or “Microblogging Provisions”, which came into effect March 20, 2018. The Microblogging Provision requires Microblogging service providers to strictly verify the identification information of registered users, establish an administration system for users who post and spread false information, and record users’ blogging content to be stored for at least six months.

## ***Internet Publishing***

On June 27, 2002, the SPPA and the MII jointly released the Provisional Rules for the Administration of internet Publishing, or the internet Publishing Rules, which define “internet publications” as works that are either selected or edited to be published on the internet or transmitted to end-users through the internet for the purposes of browsing, reading, using or downloading by the general public. Such works mainly include content or articles formally published by press media such as: (i) books, newspapers, periodicals, audio-visual products and electronic publications; and (ii) literature, art and articles on natural science, social science, engineering and other topics that have been edited.

The Administrative Provisions on Online Publishing Services, or the Online Publishing Provisions which is jointly issued by the MIIT and the GAPP on February 4, 2016, and became effective on March 10, 2016. The Online Publishing Provisions replaced the internet Publishing Rules. The Provisions define “online publishing services” as providing online publications to the public through information networks. Any online publishing services provided in the territory of the PRC is subject to the Provisions. The Provisions requires any internet publishing services provider to obtain an online publishing service license to engage in online publishing services. Under the Online Publishing Provisions, online publications refers to digital works which have publishing features such as having been edited, produced or processed and which are made available to the public through information networks, including written works, pictures, maps, games, cartoons, audio/video reading materials and others. Any online game shall obtain approval from the State Administration of Press, Publication, Radio, Film and Television before it is launched online. Further, Sino-foreign equity joint ventures, Sino-foreign cooperative joint ventures and wholly foreign-owned enterprises cannot engage in providing web publishing services.

According to the Online Publishing Provisions, web portals like SINA are required to apply to and register with GAPP before distributing internet publications.

In accordance with these rules, the ICP Company obtained an internet Publication License issued by GAPP on December 21, 2010, however, in 2014, such internet Publication License was revoked by State Administration of Press, Publication, Radio, Film and Television for violations related to the distribution of certain literary on our reading channel, book.sina.com.cn. We may not continue offering internet publication service unless we reapply and receive the Internet Publication License or find a business partner with proper licenses to corporate to provide this service. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—We may not be able to continue offering online video services if we cannot find business partners with the required licenses.”

## ***Online News Publishing***

On November 6, 2000 and September 25, 2005, the Provisional Regulations for the Administration of Website Operation of News Publication Services was jointly promulgated by the SCIO and the MII. The regulations stipulate that general websites set up by non-news organizations may list news released by certain governmental news agencies, if they satisfy the requirements set forth in the foregoing two regulations, but may not publish news items produced by themselves or news sources from elsewhere.

On April 28, 2015, the State Internet Information Office, or the SIIO, issued the Provisions on the Questioning Procedures for Internet News Service Providers, or the Provisions. The Provisions provide the SIIO and its local branches with a formal procedure for bringing in key personnel from internet news service providers for questioning as well as giving oral warnings, identifying problems and ordering rectifications in certain circumstances specified in the Provisions such as the failure to deal with illegitimate information in a timely fashion and when circumstances are severe. If the SIIO or its local branches orders an internet news service provider to rectify a problem through the questioning procedures and it fails to do so, then the internet new service provider may be subject to administrative action including a written warning, fine, temporary suspension of operations or the revocation of licenses. Internet news service providers are also subject to enhanced penalties for several violations under the questioning procedures. Additionally, the SIIO and its local branches may publicize information related to the questioning procedures that it conducted against internet news service providers under the Provisions. The Provisions took effect on June 1, 2015.

On May 2, 2017, the CAC issued the Administrative Provisions for Internet News Information Services, or the New Provisions, which became effective on June 1, 2017. The New Provisions replace the Provisions for the Administration of Internet News Information Services promulgated by the SCIO and the MIIT in 2015, and are intended to help solidify the CAC’ s jurisdiction over internet news information services. The New Provisions require that internet websites, apps, forums, blogs, microblogs, official accounts, instant messaging tools, and network-based broadcasts that provides internet news information services obtain a permit for internet news information services. The New Provisions also broaden the scope of internet news information services to include (i) services for collecting, editing, and releasing internet news information; (ii) reposting such news information; and (iii) providing platforms to spread such news information. To apply for such a permit, the applicant must satisfy requirements set forth under the New Provisions, such as that it be a legal entity established in the PRC and that its principal or chief editor be a Chinese national. In addition, all internet news providers are explicitly required to review and self-censor content published by them and to take measures to cease transmission and to remove any inappropriate content as it is discovered, as well as maintain relevant records and report such matters to the relevant regulators.

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The ICP Company has renewed its internet news information service permit which is valid through March 31, 2020. As the New Provisions are relevantly new, there remain substantial uncertainties with respect to the interpretation and implementation of the New Provisions by CAC. Currently, the internet news information service permit of the ICP Company is still under annual inspection by CAC.

Weimeng currently provides a platform for our users to post news, current topics and social events, and has not obtained an internet news publication license. If the relevant government authorities determine that the services provided by Weimeng are internet news dissemination services and an internet news publication license for such services is needed, we will need to apply for the relevant approval and license, which Weimeng might not successfully obtain in a timely manner or at all.

### ***Online Payment***

On June 14, 2010, the People’s Bank of China promulgated the Measures for the Administration of Payment Services of Non-Financial Institutions (“The Measures”), which took effect on September 1, 2010. On December 1, 2010, the People’s Bank of China promulgated implementing rules for the Measures. The Measures and the implementing rules require any non-financial institution engaging in payment services, such as online payment, issuance and acceptance of prepaid cards, and bill collection via bankcard, to obtain a Payment Service License. The registered capital of an applicant that engages in a nationwide payment business must be at least RMB100 million, while that of an applicant engaging in payment business within a province must be at least RMB30 million.

In addition, in December 2015, the People’s Bank of China promulgated the Administrative Measures on the Online Payment Business of Non-Bank Payment Institutions, or the Measures on Online Payment Business, which took effect on July 1, 2016. The Measures on Online Payment Business requires payment institutions to comply with the “Know Your Client” principle and establish a client identification mechanism. Payment institutions shall register and verify real-name and basic identification of clients that open account with them. In addition, the Measures on Online Payment Business categorizes online payment accounts of individuals into three types, with each type subject to particular use of purposes and different limits on the amounts that can be paid from the accounts.

Beijing Sina Payment Technology Co., Ltd., a wholly owned subsidiary of the ICP Company, has obtained a Payment Service License from the People’s Bank of China valid until July 5, 2018, which enables us to engage in nationwide online payment business through the internet and mobile phones. We plan to renew the Payment Service License with the People’s Bank of China before it expires. However, as China has tightened regulations on online payment service, we may not be able to successfully renew our Payment Service License.

### ***Online Loan Facilitation Service***

In July 2015, ten PRC regulatory agencies, including the People’s Bank of China, or the PBOC, the MIIT and the China Banking Regulatory Commission, or the CBRC, jointly issued the Guidelines on Promoting the Healthy Development of Internet Finance, or the Guidelines. The Guidelines call for active government support of China’s internet finance industry, including the online peer-to-peer lending service industry, and clarify the division of responsibility among regulatory agencies. The Guidelines specify that the CBRC will have primary regulatory responsibility for the online peer-to-peer lending service industry in China and state that online peer-to-peer lending service providers shall act as an intermediary platform to provide information exchange, matching, credit assessment and other intermediary services, and must not provide credit enhancement services and/or engage in illegal fund-raising. The Guidelines provide additional requirements for China’s internet finance industry, including the use of custody accounts with qualified banks to hold customer funds as well as information disclosure requirements.

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In August 2016, four PRC regulatory agencies, including the CBRC, the MIIT, the MPS and Cyberspace Administration of China, published the Interim Measures. The Interim Measures define online lending intermediaries as the financial information intermediaries that are engaged in online peer-to-peer lending information business and provide lenders and borrowers with lending information services, such as information collection and publication, credit rating, information interaction and loan facilitation. Consistent with the Guidelines, the Interim Measures prohibit online lending intermediaries from providing credit enhancement services and collecting funds directly or indirectly, and require, among others, (i) that online lending intermediaries intending to provide online lending information agency services and its subsidiaries and branches must make relevant record-filing with local financial regulatory authorities with which it is registered after obtaining the business license; (ii) that online lending intermediaries operating telecommunication services must apply for relevant telecommunication service license after the completion of the record-filing and registration with the local financial regulatory authority; and (iii) that online lending intermediaries must materially specify the online lending information intermediary in the business scope.

The Interim Measures list the following businesses that an online lending intermediary must not, by itself or on behalf of a third party, participate in: (i) financing for themselves whether or not in disguised form; (ii) accepting or collecting directly or indirectly the funds of lenders; (iii) providing lenders with guarantee or promise on guarantee of principal and interest directly or in disguised form; (iv) publicizing or promoting financing projects at physical locations; (v) extending loans, except otherwise as provided by laws and regulations; (vi) splitting the term of any financing project; (vii) offering wealth management and other financial products by themselves to raise funds, and selling as an agent bank wealth management, securities company asset management, fund, insurance or trust products and other financial products; (viii) conducting asset securitization business or realizing transfer of creditors' rights in the forms of asset packaging, asset securitization, trust assets, fund shares, etc.; (ix) engaging in any form of mixture, bundling or agency with other institutions in investment, agency in sale, brokerage and other business except as permitted by laws, regulations and relevant regulatory provisions on online peer-to-peer lending; (x) falsifying or exaggerating earnings outlook of financing projects, concealing the defects and risks of financing projects, making false advertising or promotion, etc., by using ambiguous words or other fraudulent means, fabricating or spreading false or incomplete information impairing the business reputation of others or misleading lenders or borrowers; (xi) providing information intermediary services for high-risk financing which uses the borrowed funds for investment in stocks, over-the-counter fund distribution, futures contracts, structured funds and other derivative products; (xii) engaging in businesses such as crowd-funding in equity; and (xiii) other activities prohibited by the laws, regulations and the regulatory provisions on online peer-to-peer lending. In addition, the Interim Measures stipulate that online lending intermediaries shall not operate businesses other than risk management and necessary business processes such as information collection and confirmation, post-loan tracking and pledge management in accordance with online lending regulations, via offline physical locations. Furthermore, the Interim Measures provide that online lending intermediaries shall, based on their risk management capabilities, set upper limits on the loan balance of a single borrower borrowing both from one online lending intermediary and from all online lending intermediaries. In the case of natural persons, this limit shall not be more than RMB200,000 for one online lending intermediary and not more than RMB1 million in total from all platforms, while the limit for a legal person or organization shall not be more than RMB1 million for one online lending intermediary and not more than RMB5 million in total from all platforms. Moreover, the Interim Measures require that each online lending intermediary (i) separate its own capital from funds received from lenders and borrowers and (ii) select a qualified banking financial institution as its funding custodian institution, which shall perform custody and administrative responsibilities as required.

The Interim Measures also set out certain additional requirements applicable to online lending intermediaries on, among other things, the real-name registration of lenders and borrowers, the risk control, internet and information security, limits on the fund collection period (up to 20 business days), allocation of charges, personal credit management, file management, lenders and borrowers protection, prohibition on making decisions by online lending intermediaries on behalf of the lender without the authorization of the lender, administration of electronic signatures and information disclosure. Any violation of the Interim Measures by an online lending intermediary may subject such online lending intermediary to certain penalties as determined by applicable laws, and regulations, or by relevant government authorities if the applicable laws and regulations are silent on the penalties. The applicable penalties may include but are not limited to, criminal liabilities, warning, rectification, tainted integrity record and fines of up to RMB30,000. If any online lending intermediary established prior to the implementation of these Interim Measures fail to conform to the provisions of these Interim Measures, the local financial regulatory authority shall require such online lending intermediary to make rectification, and the rectification period shall not exceed 12 months.

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In November 2016, the CBRC, the MIIT and the State Administration for Industry and Commerce, or the SAIC, jointly published the Guidelines on the Administration of Record-filings of Online Lending Information Intermediary Agencies, or the Record-filings Guidelines, to establish and improve the record-filing mechanisms for online lending intermediaries. According to the Record-filings Guidelines, a newly established online lending intermediary shall make the record-filings with the local financial regulatory authority after obtaining the business license; while with respect to any online lending intermediary which is established and begins to conduct the business prior to the publication of this Record-filings Guidelines, the local financial regulatory authority shall, pursuant to relevant arrangement of specific rectification work for risks in online peer-to-peer lending, accept the application for record-filings submitted by a qualified online lending intermediary, or any online lending intermediary which has completed the rectification confirmed by relevant authorities.

In February 2017, the CBRC released the Guidelines to Regulate Funds Custodian for online lending intermediaries, or the Custodian Guidelines. The Custodian Guidelines define depositories as commercial banks that provide online lending fund custodian services, and stipulate that the depositories shall engage in offering any guarantee, including: (i) offering guarantees for lending transaction activities conducted by online lending intermediaries, or undertaking any liability for breach of contract related to such activities; (ii) offering guarantees to lenders, guaranteeing principal and dividend payments or bearing the risks associated with fund lending operations for lenders.

In April 2017, the Online Lending Rectification Office issued the Notice on the Performance of Check and Rectification of Cash Loan Business Activities and a supplementary notice, or the Notice on Cash Loan. The Notice on Cash Loan requires the local branches of the Online Lending Rectification Office to conduct a comprehensive review and inspection of the cash loan business of online lending platforms and require such platforms to implement necessary improvements and remediation within a specific period to comply with the relevant requirements under the applicable laws and regulations. The Notice on Cash Loan focuses on preventing malicious fraudulent activities, loans that are offered at excessive interest rates and violence in the loan collection processes in the cash loan business operation of online lending platforms. The Online Lending Rectification Office also issued a list of cash loan business activities that are to be examined.

In August 2017, the General Office of the CBRC released the Guidelines on Information Disclosure of Business Activities of Online Lending Information Intermediaries, or the Information Disclosure Guidelines. Consistent with the Interim Measures, the Information Disclosure Guidelines emphasize the requirement of information disclosure by an online lending intermediary and further, detail the frequency and scope of such information disclosure. Any violation of the Information Disclosure Guidelines by an online lending intermediary may subject the online lending intermediary to certain penalties under Interim Measures. In addition, the Information Disclosure Guidelines require online lending intermediaries that do not fully comply with the Information Disclosure Guidelines in conducting their business to rectify the relevant activities within six months after the release of the Information Disclosure Guidelines.

In December 2017, the Internet Finance Rectification Office and the Online Lending Rectification Office jointly issued the Notice on Regulating and Rectifying “Cash Loan” Business, or the Circular 141, outlining general requirements on the “cash loan” business conducted by network microcredit companies, banking financial institutions and online lending information intermediaries. The Circular 141 specifies the features of “cash loans” as not relying on consumption scenarios, with no specified use of loan proceeds, no qualification requirement on customers and unsecured etc. The Circular 141 sets forth several general requirements with respect to “cash loan” business, including, without limitation: (i) no organizations or individuals may conduct the lending business without obtaining approvals for the lending business; (ii) the aggregated borrowing costs of borrowers charged by institutions in the forms of interest and various fees should be annualized and subject to the limit on interest rate of private lending set forth in the Private Lending Judicial Interpretations issued by the Supreme People’s Court; (iii) all relevant institutions shall follow the “know-your-customer” principle and prudentially assess and determine the borrower’s eligibility, credit limit and cooling-off period, etc. Loans to any borrower without income sources are prohibited; and (iv) all relevant institutions shall enhance the internal risk control and prudentially use the “data-driven” risk management model. In additions, the Circular 141 emphasizes several requirements on the online lending information intermediaries. For instance, such intermediaries are prohibited from facilitating any loans to students or other persons without repayment source or repayment capacity, or loans with no designated use of proceeds. Also, such intermediaries are not permitted to deduct interest, handling fee, management fee or deposit from the principal of loans provided to the borrowers in advance. Any violation of the Circular 141 may result in penalties, including but not limited to suspension of operation, orders to make rectification, condemnation, revocation of license, order to cease business operation, and criminal liabilities.

**Online Games**

On May 10, 2003, the Provisional Regulations for the Administration of Online Culture were issued by MOC and went into effect on July 1, 2003, it was re-promulgated on February 17, 2011 and further amended on December 15, 2017. According to these regulations, commercial entities are required to apply to the relevant local branch of MOC for an Online Culture Operating Permit to engage in online games services.

On December 30, 1997, the GAPP issued the Rules for the Administration of Electronic Publications, or the Electronic Publication Rules, which were amended on February 21, 2008 and August 28, 2015. These 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 these rules and other regulations issued by the GAPP, online games are classified as a type of electronic production and publishing of online games is required to be done by licensed electronic publishing entities with standard publication codes. 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.

On September 28, 2009, GAPP, the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications jointly published the Notice Regarding the Consistent Implementation of the “Stipulations on ‘Three Provisions’ of the State Council and the Relevant Interpretations of the State Commission Office for Public Sector Reform and the Further Strengthening of the Administration of Pre-examination and Approval of Internet Games and the Examination and Approval of Imported Internet Games” or Circular 13. Circular 13 expressly prohibits foreign investors from participating in the operation of internet games via wholly owned, equity joint venture or cooperative joint venture investments in China, and from controlling and participating in such businesses directly or indirectly through contractual or technical support arrangements. In addition, according to circular 13, GAPP’s approval is required for publishing any specific imported online games and any imported online game which is not examined and approved by GAPP is not allowed to be published online. It is not clear yet as to whether other PRC government authorities, such as the MOFCOM or the MIIT will support GAPP to enforce the prohibition of the VIE model that Circular 13 contemplates.

On June 4, 2009, the MOC and the Ministry of Commerce jointly issued the Notice on the Strengthening of Administration on Online Game Virtual Currency. 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 online prepaid game cards, prepaid amounts or internet game points, and does not include game props obtained from playing online games. On July 20, 2009, the MOC 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.

On July 1, 2011, the GAPP, the MIIT, the MOE and five other governmental authorities issued a Notice on Initializing the Verification of Real-name Registration for Anti-Fatigue System on Internet Games, which took effect on October 1, 2011. This notice’s main focus is to prevent minors from using an adult ID to play internet games and, accordingly, this notice imposes stringent penalty on online game operators that do not implement the required anti-fatigue and real-name registration measures properly and effectively. Options of an online game operator may be terminated if the operator is found to be in violation of this notice.

On January 15, 2011, the MOC, the MIIT and six other central government authorities jointly issued a circular entitled Implementation of Online Game Monitoring System of the Guardians of Minors, aiming to provide specific protection measures to monitor the online game activities of minors and curb addictive online game play behaviors of minors. Under the circular, online game operators are required to adopt various measures to maintain a system to communicate with the parents or other guardians of minors playing online games and online game operators are required to monitor the online game activities of minors, and must suspend the account of a minor if so requested by the minor’s parents or guardians. The monitoring system was formally implemented on March 1, 2011.

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On February 4, 2016, the MIIT and the GAPPRT jointly issued the Online Publishing Provisions which took effect on March 10, 2016. The Online Publishing requires that any online game shall obtain approval from the State Administration of Press, Publication, Radio, Film and Television before it is launched online.

On December 1, 2016, the MOC issued the Online Game Operation Notice, which became effective on May 1, 2017. The Online Game Operation Notice standardizes rules regarding the issuance of virtual items used for online games. The Online Game Operation Notice provides that the issuance and exchange of virtual items issued by online game operators must be administered in accordance with the regulations applicable to virtual currency; that online game operators generally may not allow online game virtual currency to be exchanged for real currency or physical items; requires that, when online game operators allow users to exchange small-value physical items for virtual items, the content and value of such physical items must comply with applicable laws and regulations; and stipulates that online game operators are prohibited from providing lucky draws or lotteries that are conducted on the condition that participants contribute cash or virtual currencies in exchange for virtual items and services and must publish the results of such lucky draws or lotteries on the website of or other conspicuous location in the game and must maintain all relevant records for at least 90 days. In addition, enterprises engaged in online game operations shall require online game users to register their real names by using valid identity documents and shall limit the amount that an online game user may top up each time in each game.

Star VI and the ICP Company hold Online Culture Operating Permits with a business scope encompassing the “issuance of virtual currency”. They must also make certain filings with the MOC prior to the issuance of virtual currency and conduct their respective businesses in compliance with PRC law.

The ICP Company currently holds an Online Culture Operating Permit with a business scope encompassing the “issuance of virtual currency” issued by MOC in July 2011, has been renewed and is valid through December 30, 2020. We have adopted our own anti-fatigue and real name registration systems since December 2007.

In addition, the ICP Company obtained an Internet Publication License issued by GAPP in December 2010. In 2014, however, its Internet Publication License was revoked by State Administration of Press, Publication, Radio, Film and Television for violations related to the distribution of certain literary and video content on our reading channel, book.sina.com.cn. Our online games business are also affected because online games are classified as a type of electronic production and publishing of online games is required to be done by licensed electronic publishing entities with standard publication codes.

### ***Online Cultural Products***

The Provisional Regulations for the Administration of Online Culture described above and the Notice on Implementing the revised Provisional Regulations for the Administration of Online Culture issued by MOC in March 2011 apply to entities engaged in activities related to “online cultural products.” Online cultural products are classified as: (i) online cultural products particularly developed for publishing via internet, which include online music and video files (including video on demand and digital video broadcasting etc.), network games, online performing arts, online artworks, and online animation features and cartoons (including Flash animation); and (ii) online cultural products converted from audio and visual products, games, performing arts, artworks and animation features and cartoons, and published via internet. Pursuant to these legislations, commercial entities are required to apply to MOC for an Online Culture Operating Permit if they intend to engage in any of the following types of activities for the purpose of making profits:

- production, duplication, import, wholesale, retail, leasing or broadcasting of online cultural products;
- publishing of online cultural products on the internet or transmission thereof to computers, fixed-line or mobile phones, radios, television sets or gaming consoles for the purpose of browsing, reading, using or downloading such products; or
- exhibitions or contests related to online cultural products.

The ICP Company currently holds an Online Culture Operating Permit issued by MOC, which is valid through December 30, 2020, StarVI currently holds an Online Culture Operating Permit issued by MOC, which was valid through December 30, 2019. Weimeng currently holds an Online Culture Operating Permit issued by MOC, which is valid through December 30, 2020.

### ***Online Transmission of Audio-Visual Programs***

On December 20, 2007, the State Administration for Radio, Film and Television 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 and was amended in 2015. Circular 56 reiterates the requirement set forth in the earlier rules that online audio/video service providers must obtain an internet audio/video program transmission license from the State Administration for Radio, Film and Television. 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 website of the State Administration for Radio, Film and Television on February 3, 2008, officials from the State Administration for Radio, Film and Television 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. These policies have been reflected in the Application Procedure for Audio/Video Program Transmission License promulgated by the State Administration for Radio, Film and Television in 2009. Failure to obtain the internet audio/video program transmission license may subject an online audio/video service provider to various penalties, including fines of up to RMB30,000 (\$4,321), seizure of related equipment and servers used primarily for such activities and even suspension of its online audio/video services.

On December 16, 2016, the State Administration of Press, Publication, Radio, Film and Television of the PRC issued the Rules for the Administration of Video and Audio Programs on microblog, WeChat and other Social Media Platforms, or Circular 196. Circular 196 requires that any organizations that provide online streaming through social media platforms such as microblog or WeChat must obtain an internet audio/video program transmission license. For those organizations and individuals that do not hold such a license, the hosting social networking platform shall be responsible for supervising the content of the posted programs, and the scope of the programs must not exceed the scope stated on the platform's audio/video program transmission license. Similarly, film and TV dramas broadcast through social media is required to obtain a license for public airing, and social media platforms are not allowed to repost user-generated video or audio programs featuring political news.

On March 16, 2018, the State Administration of Press, Publication, Radio, Film and Television of the People's Republic of China issued the Notice on Further Regulating the Order of Transmitting Online Audio-visual Programs. The notice prohibits all online audio/video service providers from engaging in (i) production and transmission of any unauthorized re-editing, re-dubbing or parody of other films, television programs, and online audio-visual programs, (ii) transmitting any trailers or previews of radio and television programs or audio-visual programs that have not obtained the relevant permit or completed required filing procedures. Further, any audio-visual program service provider which has not obtained the License for Online Transmission of Audio-Visual Programs may not engage in sponsorship of or any form of cooperation with any audio-visual program.

According to the Reply on Approvals for Beijing SINA Internet Information Service Co., Ltd. Engaging in the Business of Information Services Relating to Online Transmission of Audio-visual Programs issued by the State Administration for Radio, Film and Television on October 17, 2004, the ICP Company has been approved to carry out the online transmission of audio-visual programs. The ICP Company had a License for Online Transmission of Audio-Visual Programs that was issued by the State Administration for Radio, Film and Television and originally valid through April 28, 2015. In 2014, however, our License for Online Transmission of Audio-Visual Programs was revoked by the State Administration of Press, Publication, Radio, Film and Television due to certain unhealthy and indecent content from third-parties or by users on our portal, i.e., on our website [www.sina.com.cn](http://www.sina.com.cn). We may not continue offering video service unless we reapply and receive the License for Online Transmission of Audio-visual Programs or find a business partner with proper licenses to incorporate to provide this service. See "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—We may not be able to continue offering online video services if we cannot find business partners with the required licenses."

### ***Production of Radio and Television Programs***

On July 19, 2004, the State Administration for Radio, Film and Television promulgated the Regulations for Administration on Production of Radio and Television Programs, or the "Radio and TV Programs Production Regulations," which came into effect as of August 20, 2004 and were amended on August 28, 2015. The Radio and TV Programs Production Regulations provide that anyone who wishes to produce or operate radio or television programs must first obtain an operating permit.

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In October 2011, the ICP Company obtained a license for production of radio and television programs issued by Beijing Radio and Television Bureau. The license is valid through February 2019 and is subject to annual inspection. Additionally, Weimeng also holds a permit for radio and television program production and operation, with a permitted scope encompassing production of animated programs, features programs and television entertainment programs, which is valid until February 2019.

### ***Internet Mapping Services***

Under the Surveying and Mapping Law promulgated by the National People's Congress, entities engaged in surveying and mapping services should obtain a surveying and mapping qualification certificate and comply with the state's surveying and mapping criteria. According to the amended Administrative Rules of Surveying Qualification Certificate and the amended Standard for Surveying Qualification Certificate issued by the National Administration of Surveying, Mapping and Geo-information, or NASMG in August 2014 and July 2014, respectively, non-surveying and mapping enterprise is subject to the approval of the NASMG and requires a surveying and mapping qualification certificate to provide internet mapping services.

On November 26, 2015, the State Council enacted the Administrative Regulations on Maps, or the Maps Regulations, effective as of January 1, 2016. The Maps Regulations requires entities engaging in internet mapping services, such as geographic positioning, the uploading of geographic information or markings, and the development of a public map database, to obtain a relevant qualification certificate for surveying and mapping. The Maps Regulations require entities engaging in online map services to use mapping data approved by the relevant governmental authorities, host servers storing map data within the PRC, and establish a management system as well as protection measures for the data security of the online maps. The mapping data must not contain any content prohibited by the Maps Regulations, and no entities or individuals are allowed to upload or mark such prohibited content online. Further, entities engaging in internet mapping services shall keep confidential any information involving state secrets and trade secrets acquired during their work.

The ICP Company currently holds a surveying and mapping qualification certificate issued by the NASMG, which is valid till December 31, 2019. Weimeng holds a surveying and mapping qualification certificate issued by the NASMG, which is valid till December 31, 2019.

### ***Internet Medical, Health and Drug Information Services***

According to the Measures for the Administration of Internet Drug Information Services, issued by the State Drug Administration ("SDA"), on July 8, 2004 and revised on November 17, 2017, websites publishing drug-related information must obtain a license from SDA or its provincial departments.

The ICP Company obtained the approval for website publishing of drug-related information from Beijing Drug Administration ("BDA") and SDA in December 2001 and January 2002, respectively, and has obtained a Qualification Certificate for Internet Drug Information Services issued by the BDA in December 2009. Upon expiration, the certificate has been renewed with a term valid through June 9, 2019. Weimeng currently holds a Qualification Certificate for Internet Drug Information Services issued by the BDA, which has been renewed and is valid through August 9, 2020.

### ***Online Education***

According to the Measures for the Administration of Educational websites and Online Education School released on July 5, 2000, to open educational websites and online education schools, application must be made to the administrative department overseeing education. Operation may begin only when it is inspected and approved by the administrative department. Educational websites and online education schools shall not operate without the approval of the administrative department overseeing education.

In compliance with the above regulation, the ICP Company obtained the aforementioned approvals from the Beijing Education Committee on March 21, 2002.

### ***Information Security and Censorship***

Internet content in China is also regulated and restricted from a state security point of view. The Decision Regarding the Safeguarding of Internet Security, enacted by the Standing Committee of the National People's Congress in 2000 and amended in 2009, 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.

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The Administrative Measures for the Security Protection of International Connections to Computer Information Network, promulgated by the Ministry of Public Security in 1997 and amended on January 8, 2011, prohibit the use of the internet in ways that, among other things, result in a leakage of state secrets or the distribution of socially destabilizing content. 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's national defense affairs, state affairs and other matters as determined by the PRC authorities.

The Provisions on Technological Measures for Internet Security Protection, promulgated by the Ministry of Public Security in 2006, require all internet content provision operators to keep records of certain information about their users (including user registration information, log-in and log-out times, IP addresses, content and time of posts by users) for at least 60 days and submit the above information as required by laws and regulations. Internet content provision operators must regularly update information security systems for their websites with local public security authorities, and must also report any instances of public dissemination of prohibited content. If an internet content provision operator violates these measures, the PRC government may revoke its Internet Content Provision 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

These laws and regulations specifically prohibit the use of internet infrastructure where it may breach public security, provide content harmful to the stability of society or disclose state secrets. According to these laws and regulations, it is mandatory for internet companies in the PRC to complete security-filing procedures and regularly update information security and censorship systems for their websites with the local public security bureau. In addition, the amended Law on Preservation of State Secrets effective on October 1, 2010 provides that whenever an internet service provider detects any leak of state secrets in the distribution of online information, it should stop the distribution of such information and report to the authorities of state security and public security. As per request of the authorities of state security, public security or state secrecy, the internet service provider should delete any content on its website that may lead to disclosure of state secrets. Failure to do so on a timely and adequate basis may subject us to liability and certain penalties given by the State Security Bureau, Ministry of Public Security and/or the MIIT or their respective local counterparts.

According to the Administrative Measures for the Administration of Commercial Website Filings for the Record, promulgated by Beijing Administration for Industry and Commerce ("BAIC") in 2004, websites must comply with the following requirements:

- file with BAIC and obtain electronic registration marks;
- place the registration marks on their websites' homepages; and
- register their website names with BAIC.

The ICP Company successfully registered its websites with BAIC on December 23, 2002. Afterwards, SINA's electronic registration mark is prominently placed on its homepage.

In addition, the State Security Bureau has issued regulations authorizing the blocking of access to any site it deems to be leaking state secrets or failing to comply with the relevant legislation regarding the protection of state secrets during online information distribution. The ICP Company has established an internal security committee, adopted security maintenance measures, employed full-time BBS supervisors and has been exchanging information on a regular basis with the local public security bureau with regard to sensitive or censored information and websites. Thus, it is in compliance with the governing legislation.

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

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On November 7, 2016, the Standing Committee of the National People's Congress issued the Cyber Security Law, which came into effect on June 1, 2017. This is the first Chinese law that focuses exclusively on cyber security. The Cyber Security Law provides that network operators must set up internal security management systems that meet the requirements of a classified protection system for cyber security, including appointing dedicated cyber security personnel, taking technical measures to prevent computer viruses, network attacks and intrusions, taking technical measures to monitor and record network operation status and cyber security incidents, and taking data security measures such as data classification, backups and encryption. The Cyber Security Law also imposes a relatively vague but broad obligation to provide technical support and assistance to the public and state security authorities in connection with criminal investigations or for reasons of national security. The Cyber Security Law also requires network operators that provide network access or domain name registration services, landline or mobile phone network access, or that provide users with information publication or instant messaging services, to require users to provide a real identity when they sign up. The Cyber Security Law sets high requirements for the operational security of facilities deemed to be part of the PRC's "critical information infrastructure." These requirements include data localization, i.e., storing personal information and important business data in China, and national security review requirements for any network products or services that may have an impact on national security. Among other factors, "critical information infrastructure" is defined as critical information infrastructure that will, in the event of destruction, loss of function or data leak, result in serious damage to national security, the national economy and people's livelihoods, or the public interest. Specific reference is made to key sectors such as public communication and information services, energy, transportation, water-resources, finance, public services and e-government. However, no official guidelines as to the scope of "critical information infrastructure" have been formally issued.

In addition, the Cyber Security Law requires network operators that provide network access or domain name registration services, landline or mobile phone network access, or that provide users with information publication or instant messaging services, to require users to provide a real identity when they sign up.

### ***Online Privacy***

Chinese law does not prohibit internet service providers from collecting and analyzing personal information from their users. The PRC government, however, has the power and authority to order internet service providers to submit personal information of an internet user if such user posts any prohibited content or engages in illegal activities on the internet.

Under the Several Provisions on Regulating the Market Order of Internet Information Services promulgated by the MIIT and became effective on March 15, 2012, internet service providers may not, without a user's consent, collect the user's personal information that can be used, alone or in combination with other information, to identify the user, and may not provide any user's personal information to third parties without the prior consent of the user. Internet service providers may only collect users' personal information necessary to provide their services and must expressly inform the users of the method, scope and purpose of the collection and processing of such information. They are also required to ensure the proper security of users' personal information, and take immediate remedial measures if such information is suspected to have been inappropriately disclosed. We require our users to accept a user agreement whereby they agree to provide certain personal information to us. If we are not in compliance with these provisions, the MIIT or its local counterparts may impose penalties and we may be liable for damage caused to our users. On December 28, 2012, the Standing Committee of the National People's Congress enacted the Decision to Enhance the Protection of Network Information to further enhance the protection of users' personal information in electronic form. Most requirements under this decision relevant to internet service providers are consistent with the requirements already established under the MIIT provisions discussed above, but are often stricter and broader. Under this decision, internet service providers are required to take such technical and other measures necessary to safeguard the information against inappropriate disclosure. On July 16, 2013, MIIT issued the Order for the Protection of Telecommunication and Internet User Personal Information (the "Order"). Most requirements under the Order that are relevant to ICP operators are consistent with the requirements already established under the MIIT provisions as discussed above. Under the Order, these requirements are often more strict and have a wider scope. If an ICP operator wishes to collect or use personal information, it may do so only if such collection is necessary for the services it provides. Further, it must disclose to its users the purpose, method and scope of any such collection or use, and must obtain consent from its users whose information is being collected or used. ICP operators are also required to establish and publish their rules relating to personal information collection or use, keep any collected information strictly confidential, and take technological and other measures to maintain the security of such information. ICP operators are required to cease any collection or use of the user personal information, and de-register the relevant user account, when a given user stops using the relevant Internet service. ICP operators are further prohibited from divulging, distorting or destroying any such personal information, or selling or providing such information unlawfully to other parties. In addition, if an ICP operator appoints an agent to undertake any marketing and technical services that involve the collection or use of personal information, the ICP operator is still required to supervise and manage the protection of the information. As to penalties, in very broad terms, the Order states that violators may face warnings, fines, and disclosure to the public and, in most severe cases, criminal liability.

### ***Internet 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 copyright pledges. The National Copyright Administration and the MII jointly promulgated the Measures for Administrative Protection of Copyright Related to Internet on April 29, 2005 to address copyright infringement issue related to the content posted or transmitted over the internet, which became effective on May 30, 2005. According to these measures, providing internet content directly in the course of internet information service activities shall be governed by the Copyrights Law, which includes the uploading, storing, linking, search and other functions of such content directly provided over the internet without any editing, amending or selecting the stored or transmitted content.

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 and amended in 2013. 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 supporting materials proving that an infringement has occurred, and requesting that the internet service provider to 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 because the user's IP address is not known, the contents of the notice shall be published on 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 supporting materials, 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.

According to an interpretation by PRC Supreme People's Court took effect on January 1, 2013, internet service providers will be jointly liable if they continue their infringing activities or do not remove infringing content from their websites once they know of the infringement or receive notice from the rights holder. If a network service provider economically benefits from the works, performances, and sound or visual recordings provided by the network service provider, it must pay close attention to infringement of network information transmission rights by network users.

### ***Tort Liability Law***

The PRC Tort Liability Law became effective on July 1, 2010. According to the Tort Liability Law, internet users and internet service providers bear tortious liabilities in the event that they infringe other persons' rights and interests through the internet. Where an internet user conducts tortious acts through internet services, the infringed person has the right to require the internet service provider to take necessary actions such as deleting content, screening and de-linking. A failure to take necessary actions after being informed will subject the internet service provider to joint and several liability with the internet user with regard to the additional damages incurred. Where an internet service provider knows an internet user is infringing other persons' rights and interests through its internet service but fails to take necessary actions, it is jointly and severally liable with the internet user.

## ***Foreign Exchange***

Foreign exchange regulation in China is primarily governed by the following regulations:

- Foreign Exchange Administration Rules, or the Exchange Rules, promulgated by the State Council on January 29, 1996, which was amended on January 14, 1997 and on August 5, 2008 respectively; and
- Administration Rules of the Settlement, Sale and Payment of Foreign Exchange, or the Administration Rules, promulgated by the People's Bank of China on June 20, 1996.

Under the Exchange Rules, RMB is convertible for current account items, including the distribution of dividends, interest payments, trade and service-related foreign exchange transactions. As for capital account items, such as direct investments, loans, security investments and the repatriation of investment returns, however, the reservation or conversion of foreign currency income is still subject to the approval of SAFE or its competent local branches; while for the foreign currency payments for capital account items, the SAFE approval is not necessary for the conversion of RMB except as otherwise explicitly provided by laws and regulations.

Under the Administration Rules, enterprises may only buy, sell or remit foreign currencies at banks that are authorized to conduct foreign exchange business after the enterprise provides valid commercial documents and relevant supporting documents and, in the case of certain capital account transactions, after obtaining approval from SAFE or its competent local branches. Capital investments by enterprises outside of China are also subject to limitations, which include approvals by the MOC, SAFE and the National Development and Reform Commission, or their respective competent local branches.

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 an offering and requires that the settlement of net proceeds shall be in accordance with the description in its prospectus. On March 30, 2015, the SAFE issued the Circular on Reform of the Administrative Rules of the Payment and Settlement of Foreign Exchange Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015. Pursuant to SAFE Circular 19, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or elect to follow the "conversion-at-will" regime of foreign currency settlement. Where a foreign-invested enterprise follows the conversion-at-will regime of foreign currency settlement, it may convert part or all of the amount of the foreign currency in its capital account into Renminbi at any time. The converted Renminbi will be kept in a designated account labeled as settled but pending payment, and if the foreign-invested enterprise needs to make payment from such designated account, it still needs to go through the review process with its bank and provide necessary supporting documents. SAFE Circular 19, therefore, has substantially lifted the restrictions on the usage by a foreign-invested enterprise of its RMB registered capital converted from foreign currencies. According to SAFE Circular 19, such Renminbi capital may be used at the discretion of the foreign-invested enterprise and the SAFE will eliminate the prior approval requirement and only examine the authenticity of the declared usage afterwards. Nevertheless, foreign-invested enterprises like our PRC subsidiary are still not allowed to extend intercompany loans to our PRC consolidated entities. In addition, as Circular 19 was promulgated recently, there remain substantial uncertainties with respect to the interpretation and implementation of this circular by relevant authorities.

## ***Income Tax***

On March 16, 2007, the National People's Congress approved and promulgated the EIT Law. On December 6, 2007, the State Council approved the Implementing Rules. Both the EIT Law and its Implementing Rules became effective on January 1, 2008. On February 24, 2017, the EIT Law was further revised. Under the EIT Law and the Implementing Rules, the enterprise income tax rate for both domestic companies and FIEs is unified at 25%.

On April 14, 2008, the Administration Measures for Recognition of High and New Technology Enterprises, or the Recognition Measures, were jointly promulgated by the Ministry of Science and Technology, the Ministry of Finance, and the State Administration of Taxation, which sets out the standards and process for granting the high and new technology enterprises status. According to the EIT Law and its Implementing Rules as well as the Recognition Measures, enterprises which have been granted the high and new technology enterprises status shall enjoy a favorable income tax rate of 15%. As of December 31, 2017, four of our subsidiaries have obtained the Certificate for High and New Technology Enterprises and enjoyed a favorable tax rate under the EIT Law. The New EIT Law and its implementation rules also provide that "software enterprises" enjoy a two-year income tax exemption starting from the first profit making year, followed by a reduced tax rate of 12.5% for the subsequent three years. As of December 31, 2017, Weibo Technology, qualified as software enterprises, started to enjoy the relevant tax holiday from its first accumulative profitable year in 2015 and has been subject to a reduced enterprise income tax rate of 12.5% since 2017.

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The EIT Law also provides that an enterprise established under the laws of a foreign country or region but whose “de facto management body” is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules merely defines the location of the “de facto management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located.” The State Tax Administration issued the Circular regarding the Determination of Chinese-Controlled Offshore Incorporated Enterprises as PRC Tax Resident Enterprises on the Basis of De Facto Management Bodies, or Circular 82, on April 22, 2009. 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. The State Administration of Taxation issued the Bulletin regarding the Administrative Measures on the Income Tax of Chinese-Controlled Offshore Incorporated Resident Enterprises (Interim) on July 27, 2011, which became effective on September 1, 2011 and amended on April 17, 2015 and June 28, 2016, providing more guidance on the implementation of Circular 82. This bulletin clarifies matters including resident status determination, post-determination administration and competent tax authorities. Although both Circular 82 and the bulletin only apply to offshore enterprises controlled by PRC enterprises, not companies like us, the determining criteria set forth in Circular 82 and the bulletin may reflect the State Administration of Taxation’s general position on how the “de facto management body” test should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises or individuals. Based on a review of surrounding facts and circumstances, we do not believe that it is likely that its operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the EIT Law, should we be treated as a resident enterprise for PRC tax purposes, we will be subject to PRC tax on worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China if such immediate holding company is considered a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Such withholding income tax was exempted under the previous EIT Law. The Cayman Islands, where our holding Company is incorporated, does not have such tax treaty with China. According to the Arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by a foreign-invested enterprise in China to its direct holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). The State Administration of Taxation further promulgated a circular, or Circular 601, on October 27, 2009, which provides that the tax treaty benefits will be denied to “conduit” or shell companies without business substance and that a beneficial ownership analysis will be used based on a “substance-over-form” principle to determine whether or not to grant the tax treaty benefits. A majority of our subsidiaries in China are directly held by our Hong Kong subsidiaries. If we are regarded as a non-resident enterprise and our Hong Kong subsidiaries are regarded as resident enterprises, then our Hong Kong subsidiaries may be required to pay a 10% withholding tax on any dividends payable to us. If our Hong Kong entities are regarded as non-resident enterprises, then our PRC subsidiaries may be required to pay a 5% withholding tax for any dividends payable to our Hong Kong subsidiaries, however, it is still unclear at this stage whether Circular 601 applies to dividends from our PRC subsidiaries paid to our Hong Kong subsidiaries, and if our Hong Kong subsidiaries were not considered as “beneficial owners” of any dividends from their PRC subsidiaries, whether the dividends payable to our Hong Kong subsidiaries would be subject to withholding tax at a rate of 10%.

The EIT Law and its Implementation Rules have made an effort to scrutinize transactions between related parties. Pursuant to the EIT Law and its Implementation Rules, the tax authorities may impose mandatory adjustment on tax due to the extent a related party transaction is not in line with arm’s-length principle or was entered into with a purpose to reduce, avoid or delay the payment of tax. On January 8, 2009, the State Administration of Taxation issued the Implementation Measures for Special Tax Adjustments (Trial), which clarifies the definition of “related party” and sets forth the tax-filing disclosure and documentation requirements, the selection and application of transfer pricing methods, and transfer pricing investigation and assessment procedures.

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Pursuant to the SAT Circular 7, except for a few circumstances falling into the scope of the safe harbor provided by SAT Circular 7, such as open market trading of stocks in public companies listed overseas, if a non-PRC resident enterprise indirectly transfers PRC taxable properties (i.e. properties of an establishment or a place in the PRC, real estate properties in the PRC or equity investments in a PRC tax resident enterprise) by disposing of equity interest or other similar rights in an overseas holding company, without a reasonable commercial purpose and resulting in the avoidance of PRC enterprise income tax, such indirect transfer should be deemed as a direct transfer of PRC taxable properties and gains derived from such indirect transfer may be subject to the PRC withholding tax at a rate of up to 10%. SAT Circular 7 sets out several factors to be taken into consideration by tax authorities in determining whether an indirect transfer has a reasonable commercial purpose, such as whether the main value of equity interest in an overseas holding company is derived directly or indirectly from PRC taxable properties. An indirect transfer satisfying all the following criteria will be deemed to lack reasonable commercial purpose and be taxable under PRC law without considering other factors set out by SAT Circular 7: (i) 75% or more of the equity value of the intermediary enterprise being transferred is derived directly or indirectly from the PRC taxable properties; (ii) at any time during the one-year period before the indirect transfer, 90% or more of the asset value of the intermediary enterprise (excluding cash) is comprised directly or indirectly of investments in the PRC, or 90% or more of its income is derived directly or indirectly from the PRC; (iii) the functions performed and risks assumed by the intermediary enterprise and any of its subsidiaries that directly or indirectly hold the PRC taxable properties are limited and are insufficient to prove their economic substance; and (iv) the foreign tax payable on the gain derived from the indirect transfer of the PRC taxable properties is lower than the potential PRC income tax on the direct transfer of such assets. SAT Circular 7 also introduces an interest regime by providing that where a transferor fails to file and pay tax on time, and where a withholding agent fails to withhold the tax, interest will be charged on a daily basis. If the transferor has provided the required documents and information or has filed and paid the tax within 30 days from the date that the share transfer contract or agreement is signed, then interest shall be calculated based on the benchmark interest rate; otherwise, the benchmark interest rate plus 5% will apply. Both the foreign transferor and the transferee, and the PRC tax resident enterprise whose equity interests are being transferred may voluntarily report the transfer by submitting the documents required in SAT Circular 7.

### ***Business Tax and Value-Added Tax***

Before a pilot program (the “Pilot Program”) launched by the PRC government in 2012, 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, while our MVAS business is subject to a business tax rate of 3%. However, if the services provided are related to technology development and transfer, such business tax may be exempted subject to approval by the relevant tax authorities.

Pursuant to the Pilot Program, a VAT was initially implemented in Shanghai starting January 1, 2012 to replace the business tax in certain modern service industries. Effective September 1, 2012, the Pilot Program was expanded to eight other cities and provinces in China, including Beijing. Beginning from August 1, 2013, the Pilot Program was expanded to all regions in PRC. Further, from May 2016, VAT will be implemented comprehensively across the country and replace business tax in finance, construction, real estate and daily life service industries. With the implementation of the Pilot Program, we are subject to 6.7% VAT and surcharges and 3% cultural business construction fees for certain parts of our advertising business. Our MVAS revenue is switched into VAT since June 2014 and subject to 6.7% VAT and surcharges.

### ***Labor and Work Safety***

The Labor Law of the PRC, or the Labor Law, which became effective on January 1, 1995 and was amended on August 27, 2009, provides basic protections for employees. For examples, employers should sign labor contracts with employees if labor relationships are to be established; employers cannot compel employees to work beyond the time limit and should promptly pay wages not lower than local minimum wage standards to employees; employers shall establish and improve occupational safety and health policies and procedures and strictly abide by applicable PRC rules and standards on labor safety and health; and female employees and juvenile employees are given special protection.

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On June 29, 2007, the National People's Congress of China enacted the Labor Contract Law, which became effective on January 1, 2008. The Labor Contract Law was amended on December 28, 2012 and came into effect on July 1, 2013. On September 18, 2008, the State Council promulgated the Regulations on Implementation of the Labor Contract Law. Compared to the Labor Law, the Labor Contract Law and its implementing regulations impose more restrictions on employers. Such restrictions include specific provisions related to fixed term employment contracts, temporary employment, probation, consultation with the labor union and employee assembly, employment without a contract, dismissal of employees, compensation upon termination and overtime work, and collective bargaining. According to the Labor Contract Law and its implementing regulations, an employer is obliged to sign a non-fixed term employment contract with an employee if the employer intends to renew employment relationship with such employee after two consecutive fixed term employment contracts. The employer also has to compensate the employee if the employer terminates the unlimited term labor contract, unless the employee refuses to extend an expired employment contract under terms which are the same or more favorable than those in the expired contract. Further, under the Regulations on Paid Annual Leave for Employees, which became effective on January 1, 2008, employees who have worked more than one year for an employer are entitled to a paid vacation ranging from 5 to 15 days, depending on their accumulative length of services. Employees who waive such vacation time at the request of employers shall be compensated for three times of their daily salaries for each waived vacation day.

### ***Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors***

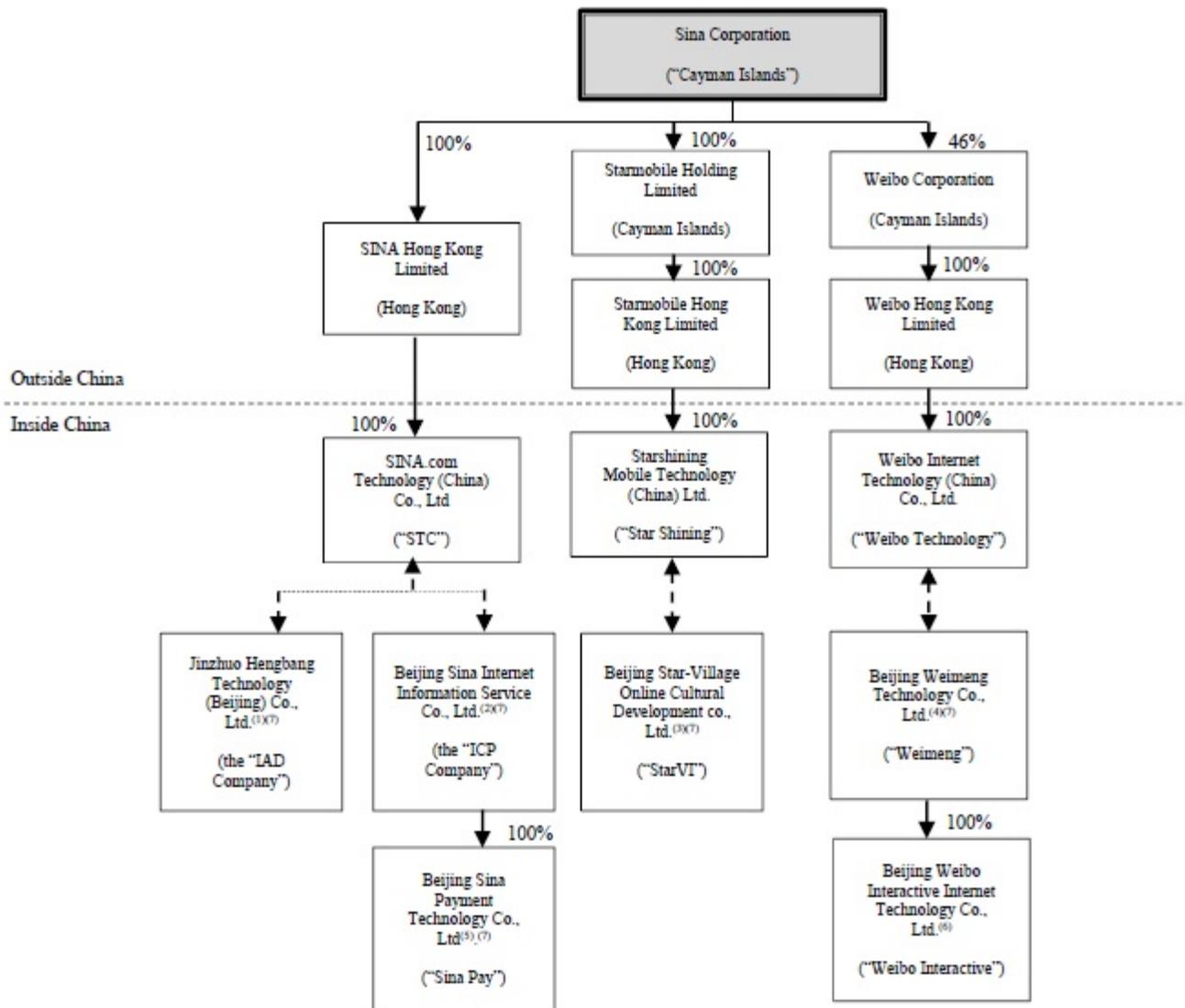
The General Office of the State Council promulgated the Notice on the Establishment of the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the Security Review Notice, on February 3, 2011. The Security Review Notice apply to the mergers and acquisitions of domestic enterprises by foreign investors that involves national security, including enterprises relating to military, national defense, important agricultural products, important energies and resources, important infrastructural facilities, important transportation services, key technologies, and manufacturing of major equipment. The joint ministerial meeting is appointed as the authority in carrying out the security review.

To specify the implementation and procedural matters, the MOFCOM enacted the Interim Measures on Related Matters on the Implementation of the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors which were effective from March 5, 2011 to August 31, 2011 and the Provisions on the Implementation of the Security Review System for Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the Security Review Provisions, which became effective on September 1, 2011. The Security Review Provisions determine whether a merger or acquisition of a domestic enterprise by a foreign investor falls within the scope of the national security review based on the substance and actual impact of the transaction and prohibit any transactions attempting to bypass such security review, including by controlling entities through contractual arrangements.

For a description of how uncertainties in Chinese regulations may affect our business, please see “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—The Chinese government may prevent us from advertising or distributing content that it believes is inappropriate and we may be liable for such content or we may have to stop profiting from such content.”

### **C. Organizational Structure**

SINA is the parent company of our group and conducts business operations in China through wholly owned and partially owned subsidiaries and VIEs. The following diagram illustrates our corporate structure as of the date of this annual report:



Equity interest for companies.  
 Contractual arrangements including loan agreements, share transfer agreements, loan repayment agreements, agreements on authorization to exercise shareholder's voting power, share pledge agreements, exclusive technical services agreements, exclusive sales agency agreements and trademark license agreements. See "—C. Organizational Structure."

- (1) Shareholders of the IAD Company include two of nominee shareholders, Y. Liu and W. Wang, each holding 50% of IAD Company equity interest. The registered capital of the IAD Company is \$24.8 million.
- (2) Shareholders of the ICP Company including H. Du, our executive officer, holding 27.3% equity interest, G. Wang, the chief executive officer of Weibo, holding 22.8% equity interest. The remaining equity interest is held by D. Lin and F. Cao, two nominee shareholders of our company, holding 22.8% and 27.1% of ICP Company's equity interest, respectively. The registered capital of the ICP Company is \$121.7 million.
- (3) Shareholders of StarVI include nominee shareholders, G. Wang, L. Wei and H. Du, holding 40%, 30% and 30% of StarVI's equity interest, respectively. The registered capital of StarVI is \$1.2 million.
- (4) Shareholders of Weimeng include four nominee shareholders, Y. Liu, W. Wang, W. Zheng and Z. Cao, holding 30%, 30%, 20% and 20% of Weimeng's equity interest, respectively. The registered capital of Weimeng is \$84.9 million.
- (5) Beijing Sina Payment Technology Co., Ltd. ("SINA Pay") is an online payment service company wholly owned by the ICP Company. The registered capital of SINA Pay is \$15.7 million.
- (6) Beijing Weibo Interactive Technology Co., Ltd. ("Weibo Interactive"), an online-game platform company, was acquired by the IAD Company in May 2013. The entire equity interest in Weibo Interactive was transferred to Weimeng in December 2013. The registered capital of Weibo Interactive is \$8.7 million.
- (7) The nominee shareholders of our VIEs have immaterial stake in our company.

## Contractual Arrangements with VIEs and Their Respective Shareholders

In order to comply with the PRC government's foreign investment restrictions on internet information services and other laws and regulations, we conduct all our internet information services, advertising and MVAS in China via our significant domestic VIEs:

The capital investments in these VIEs were funded by SINA through SINA's wholly or partially owned subsidiaries and recorded as interest-free loans to the employees. As of December 31, 2017, the total amount of interest-free loans to the employee shareholders of the VIEs listed above and the other inactive VIEs was \$262.2 million. Under various contractual agreements, employee shareholders of the VIEs are required to transfer their ownership in these entities to our subsidiaries in China when permitted by PRC laws and regulations or to our designees at any time for the amount of outstanding loans, and all voting rights of the VIEs are assigned to our wholly owned subsidiaries in China. Our subsidiaries in China have the power to appoint all directors and senior management personnel of the VIEs. Through our subsidiaries in China, we have also entered into exclusive technical agreements and other service agreements with the VIEs, under which these subsidiaries provide technical services and other services to the VIEs in exchange for substantially all of the economic benefits of the VIEs. In addition, our employee shareholders of the VIEs have pledged their shares in the VIEs as collateral for non-payment of loans or for fees on technical and other services due to us.

The following is a summary of the VIE agreements between our wholly owned subsidiary STC, our VIE ICP Company and ICP Company's shareholders:

*Loan Agreements.* STC has granted interest-free loans to the shareholders of the ICP Company with the sole purpose of providing funds necessary for the capital injection of the ICP Company. The terms of the loans are ten years in general. STC, at its own discretion, has the right to shorten or extend the terms of the loans if necessary. These loans were eliminated with the capital of the VIEs during consolidation.

*Share Transfer Agreements.* Each shareholder of the ICP Company has granted STC an option to purchase his/her shares in the ICP Company at a purchase price equal to the amount of capital injection. STC may exercise such option at any time until it has acquired all shares of the ICP Company, subject to applicable PRC laws. The options will be effective until the earlier of (i) the shareholders of the ICP Company and STC have fully performed their obligations under this agreement, or (ii) the shareholders of the ICP Company and STC agree to terminate the share transfer agreement in writing.

*Loan Repayment Agreements.* Each shareholder of the ICP Company and STC have agreed that the interest-free loans under the loan agreements shall only be repaid through share transfer. Once the share transfers are completed, the purchase price for the share transfer will be offset against the loan repayment. The loan repayment agreements will be effective until the earlier of (i) the shareholders of the ICP Company and STC have fully performed their obligations under the respective agreement, and (ii) the shareholders of the ICP Company and STC agree to terminate the share transfer agreement in writing.

*Agreements on Authorization to Exercise Shareholder's Voting Power.* Each shareholder of the ICP Company has authorized STC to exercise all his/her voting power as a shareholder of the ICP Company. The authorizations are irrevocable and will not expire until the ICP Company dissolves. Modification, supplement or adjustment of the terms may only be made with the consents from STC.

*Share Pledge Agreements.* Each shareholder of the ICP Company has pledged all his/her shares in the ICP Company and all other rights relevant to the share rights to STC as a collateral security for his/her obligations to pay off all debts to STC under the loan agreement and for the payment obligations of the ICP Company under the trademark license agreement and the technical services agreement. In the event of default of any payment obligations, STC will be entitled to certain rights, including transferring the pledged shares to itself and disposing of the pledged shares through sale or auction. During the term of each agreement, STC is entitled to receive all dividends and distributions paid on the pledged shares. The pledges will be effective until the earlier of (i) the three-year anniversary of the due date of the last guaranteed debt, (ii) the ICP Company and the shareholders of the ICP Company have fully performed their obligations under the above-referred agreements, or (iii) STC has unilaterally consented to terminate the respective share pledge agreement.

*Exclusive Technical Services Agreement.* The ICP Company has entered into an exclusive technical services agreement with STC pursuant to which STC is engaged to provide certain technical services to the ICP Company. This exclusive technical services agreements can only be prematurely terminated by STC and will not expire until the respective VIEs dissolve, with the services fee being adjusted annually through written agreements. Due to its control over the ICP Company, STC has the right to determine the service fees to be charged to the ICP Company by considering, among others, the technical complexity of the services, the actual costs that may be incurred for providing the services, the operations of the ICP Company, applicable tax rates, planned capital expenditures and business strategies.

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Particularly, the ICP Company has engaged STC to provide technical services for its (i) online advertising and other related businesses, and (ii) value-added telecommunication and other related businesses. The ICP Company is obligated to pay service fees to STC.

*Exclusive Sales Agency Agreement.* The ICP Company has granted STC the exclusive right to distribute, sell and provide agency services for all the products and services provided by the ICP Company. These exclusive sales agency agreements can only be prematurely terminated by STC and will not expire until the ICP Company dissolves. We have entered into the Exclusive Sales Agency Agreements to allow us to generate revenues from the The ICP Company in the form of sales agency fees if we decide to enter into sales agency arrangements with the VIEs in the future (when permitted under PRC laws).

*Trademark License Agreement.* STC has granted the ICP Company trademark licenses to use the trademarks held by STC in specific areas, and the ICP Company is obligated to pay license fees to STC. The term of these agreements is one year and is automatically renewed provided there is no objection from STC. In addition, only STC may terminate the respective trade license agreement prematurely.

(i) STC, our VIE IAD Company and IAD Company's shareholders, (ii) our subsidiary Star Shining, our VIE StarVI and StarVI's shareholders, and (iii) our subsidiary Weibo Technology, our VIE Weimeng and Weimeng's shareholders have also entered in to VIE agreements in substantially the same form as described above, except for the below specific services provided under the exclusive technical services agreement.

IAD Company has engaged to provide technical services for its (i) online advertising and other related businesses, and (ii) value-added telecommunication and other related businesses. Pursuant to changes in applicable PRC laws in 2008, we established two wholly owned subsidiaries to engage directly in online advertising and related businesses.

StarVI has engaged Star Shining to provide technical services for its internet information service and Star Shining has the sole right to appoint any company or companies at its discretion to perform such technical services.

Weimeng has engaged Weibo Technology to provide technical services for its online advertising and other related businesses.

Although we have been advised by our PRC counsel, TransAsia Lawyers, that our arrangements with the VIEs are not in conflict with the current PRC laws and regulations, we cannot assure you that we will not be required to restructure our organization structure and operations in China to comply with changing and new PRC laws and regulations. Restructuring of our operations may result in disruption to our business. If PRC tax authorities were to determine that our transfer pricing structure was not done on an arm's length basis and therefore constitutes a favorable transfer pricing, they could request that our VIEs adjust their taxable income upward for PRC tax purposes. Such a pricing adjustment may not reduce the tax expenses of our subsidiaries but could adversely affect us by increasing our VIEs' tax expenses, which could subject our VIEs to late payment fees and other penalties for underpayment of taxes and/or could result in the loss of tax benefits available to our subsidiaries in China. Any of these measures may result in adverse tax consequences to us and adversely affect our results of operations.

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

The majority of our operations are in China, where we have offices in Beijing, Tianjin, Shanghai, Guangzhou and Shenzhen. Our offices at SINA Plaza in Beijing, comprising approximately 132,000 square meters, hold our principal sales, marketing and development facilities. We also have sales, marketing and other operations at satellite offices across China.

In addition to SINA Plaza that we owned, we also lease office facilities under non-cancelable operating leases with various expiration dates through 2022. Our servers are primarily maintained at China Telecom and China Unicom branches in cities across China, including Beijing, Shanghai, Guangzhou and Tianjin. We also have servers located at various internet data centers in Taipei, Taiwan, San Jose, California and Hong Kong.

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**ITEM 4A. UNRESOLVED STAFF COMMENTS**

None.

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

This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act, as amended including, without limitation, statements regarding our expectations, beliefs, intentions or future strategies that are signified by the words “expect,” “anticipate,” “intend,” “believe,” the negative of such terms or other comparable terminology. All forward-looking statements included in this document are based on information available to us on the date hereof, and we undertake no obligation to update any such forward-looking statements. Actual results could differ materially from those projected in the forward-looking statements. We caution you that our business and repetitive financial performance are subject to substantial risks and uncertainties, including the factors identified in “Item 3. Key Information—D. Risk Factors,” that could cause actual results to differ materially from those in the forward-looking statements.

**A. Operating Results**

**Overview**

We are an online media company serving China and the global Chinese communities. Our digital media network of SINA.com (portal), SINA mobile (mobile applications and mobile portal), Weibo (social media) enable internet users to access professional media and UGC in multimedia formats from the web and mobile devices and share their interests with friends and acquaintances.

**SINA.com.** SINA.com offers distinct and targeted professional content on each of its region-specific websites and a range of complementary offerings. Over years, we have built a broad content network with thousands of professional media partners and accumulated a large mainstream user base, including well-educated, white-collar professionals.

**SINA mobile.** We also provide news information and entertainment content customized for mobile users through mobile applications, such as SINA News, SINA Finance, SINA Sports, SINA Entertainment and SINA Blog, as well as through our mobile portal, SINA.cn.

**Weibo.** Based on an open platform architecture to host organically developed and third party applications, Weibo is a form of social media, featuring microblogging services and social networking services that allow users to connect and share information anywhere, anytime and with anyone on our platform. In December 2017, Weibo had 392 million MAUs and 172 million average DAUs, increasing from 313 million MAUs and 139 million average DAUs in December 2016, with approximately 93% MAUs accessed Weibo from mobile devices at least once during the month.

Through these properties and other product lines, we offer an array of online media and social media services to our users to create a rich canvas for businesses and advertisers to effectively connect and engage with their targeted audiences. We offer both brand advertising services in display ad formats and performance-based online marketing solutions on SINA portal, SINA mobile and Weibo, such as promoted feeds.

The primary focus of our operations is in China, where the majority of our revenues are derived. We have grown in recent years, except for 2009 when China was impacted by the global financial crisis. Our online advertising business in China has been robust due to a growing local economy, increase in internet users and the shift of advertising budgets from traditional media to online media. As the growth of the Chinese economy slowed in recent years, our online advertising business was impacted by the budget limitations of certain large brand advertisers. Nevertheless, since Weibo launched a full spectrum of advertising and marketing solutions tailored made to brand advertisers, SMEs as well as to Alibaba and e-commerce merchants, we witnessed healthy growing trends in each customer segment, which helped increase our online advertising revenue in 2017. The success of our online advertising business is tied to the size and vitality of the China’s economy. Any prolonged economic slowdown in China may cause our customers to decrease or delay their online marketing spending and could negatively affect our ability to grow our online advertising business.

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Factors directly affecting the growth of our online advertising business include: (1) our ability to increase awareness of our brand and continue to build user loyalty; (2) our ability to attract a larger audience to our network; and (3) our ability to attract new advertisers and increase the average spending of our existing advertisers. The performance of our online advertising and other businesses also depends on our ability to react to risks and challenges, including:

- our ability to adapt our content, product offerings and monetization model to the increasing usage of smart phones, tablets and other mobile devices and sustain the monetization of PC traffic while the proportion of internet traffic shifts to mobile;
- increasing competition in the core areas of our business, including mobile, video, portal verticals (including news, auto, finance and sports) and social media;
- our ability to achieve sustainable revenue growth and profitability for our social media Weibo;
- our ability to continue to increase the strength of our brands and develop new brands successfully in the marketplace;
- our ability to keep up with the rapid technological changes of the internet industry and develop and introduce new products and services;
- our ability to meet internal or external expectations of future performance;
- the ability of the online advertising market in China to continue to grow and the rate of such growth;
- China's complex legal system governing the internet and advertising related industries;
- Changes in practice, policy or law by the Chinese government in connection with our advertising and other businesses;
- the performance of our equity investments; and
- the risks associated with our control over our variable interest entities.

Our MVAS revenues have been declining in recent years as mobile users in China continue to upgrade from feature phones to smartphones and the adoption of Wi-Fi connections and 3G/4G networks continue to increase. We are shifting our resources away from MVAS to other fee-based services, such as Weibo VAS, to address the changing demands in China.

We have made significant investments in the development of Weibo and other initiatives, such as expanding our online video offerings, growing our user traffic and attracting new advertisers and partners to better position us for the future. Such initiatives have increased our spending in product and partnership development, advertising and promotion, content purchases and infrastructure procurement. We expect to continue to increase our investments in Weibo and other products in absolute dollar terms in the near future, which may continue to hamper our gross margin and profitability.

Our portal business faced challenges in growing our advertising revenue in near term with accelerated user migration to mobile terminals and diversification of customer marketing spendings on various internet advertising sectors. We have renovated our legacy business by focusing on mobile front to gain market share, build up our advertising system, expand our customer base, and enable transactions and execute vertical strategies to diversify our revenue source. During the transformation process, we expect to incur more costs and expenses in near term to build up new talent pool and make investments in product innovation and business opportunities to achieve growth in long-term perspective. The investment in talents and products may reduce our gross margin and profitability in near term. In 2016, we provided an impairment of \$36.7 million on our portal advertising segment taking into consideration a number of factors, including but not limited to the expected future cash flows and revenue growth rates.

## **Taxation**

We generate the majority of our operating income (loss) from our PRC operations and have recorded income tax provisions (benefits) for the periods presented.

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### ***Cayman Islands***

According to Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel, the Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within, the jurisdiction of the Cayman Islands. The Cayman Islands is not a party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

### ***Hong Kong***

Our subsidiaries incorporated in Hong Kong, are subject to Hong Kong profit tax at a rate of 16.5%. Hong Kong does not impose a withholding tax on dividends.

### ***China***

Effective January 1, 2008, the EIT Law in China supersedes the previous EIT Law and unifies the income tax rate for domestic enterprises and FIEs at 25%. High and new technology enterprises continue to enjoy a preferential tax rate of 15%. As of December 31, 2017, four of our subsidiaries were qualified as high and new technology enterprises and enjoy a preferential tax rate of 15% under the new EIT Law.

On February 22, 2008, relevant governmental regulatory authorities released qualification criteria, application procedures and assessment processes for “software enterprises,” which were updated in April 2013. An entity qualified as a software enterprise may enjoy an income tax exemption for two years beginning with its first profit making year and a reduced tax at a rate of 12.5% for the subsequent three years. Weibo Technology, qualified as software enterprises, started to enjoy the relevant tax holiday from its first accumulative profitable year in 2015 and has been subject to a reduced enterprise income tax rate of 12.5% since 2017.

The EIT Law also provides that an enterprise established under the laws of a foreign country or region but whose “de facto management body” is located in the PRC be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely defines the location of the “de facto management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located.” Based on a review of surrounding facts and circumstances, we do not believe that our operation outside of the PRC is likely to be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and short implementation history of the EIT Law, should we be treated as a resident enterprise for PRC tax purposes, we would be subject to PRC tax on our worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China, if such immediate holding company is considered a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. The Cayman Islands, where our holding company is incorporated, does not have such tax treaty with China. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in China to its direct holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). The State Administration of Taxation further promulgated a circular, or Circular 601, on October 27, 2009, which provides that the tax treaty benefits will be denied to “conduit” or shell companies without business substance and that a beneficial ownership analysis will be used based on a “substance-over-form” principle to determine whether or not to grant the tax treaty benefits. A majority of our FIEs’ operations in China are invested and held by Hong Kong registered entities. If we are regarded as a non-resident enterprise and our Hong Kong subsidiaries are regarded as resident enterprises, then our Hong Kong subsidiaries may be required to pay a 10% withholding tax on any dividends payable to us. If our Hong Kong entities are regarded as non-resident enterprises, then our PRC subsidiaries may be required to pay a 5% withholding tax for any dividends payable to our Hong Kong subsidiaries. However, it is still unclear at this stage whether Circular 601 applies to dividends paid from our PRC subsidiaries to our Hong Kong subsidiaries. If our Hong Kong subsidiaries were not considered as “beneficial owners” of any dividends from their PRC subsidiaries, the dividends payable to our Hong Kong subsidiaries would be subject to withholding tax at a rate of 10%. In accordance with accounting guidance, all undistributed earnings are presumed to be transferred to the parent company and are subject to the withholding taxes. We do not have any present plan to have our subsidiaries to distribute their earnings overseas, and we intend to retain most, if not all, of our available funds and any future earnings in China to operate and expand our business within the PRC. Accordingly, we did not record any withholding tax on the retained earnings of our subsidiaries in the PRC as of December 31, 2017.

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Our VIEs are wholly owned by our employees or designated personnel and controlled by us through various contractual agreements. To the extent that these VIEs have undistributed earnings, we will accrue appropriate expected tax associated with repatriation of such undistributed earnings.

We did not recognize any amount of unrecognized tax benefits and related interest and penalties in our financial statement during the presented periods in accordance with ASC740-10. Included in the long-term liabilities as of December 31, 2016 and 2017, respectively, there was approximately \$0.6 million unrecognized tax liability, arising from transferring pricing arrangements between related parties in previous periods, which is immaterial to our consolidated financial statements for all periods presented. We do not expect any significant increase or decrease in this unrecognized tax liability within 12 months following the reporting date. In general, the PRC tax authorities have up to five years to review a company's tax filings. Accordingly, tax filings of our PRC subsidiaries and VIEs for tax years 2013 through 2017 remain subject to the review by the relevant PRC tax authorities. In the case of a transferring pricing related adjustment, the statute of limitation is ten years, which indicates that such arrangement will open for examination by PRC tax authorities.

In February 2015, the State Administration of Tax issued the Announcement on Several Issues Related to Enterprise Income Tax for Indirect Asset Transfer by Non-PRC Resident Enterprises, or SAT Circular 7, if a non-resident enterprise transfers the equity interests of or similar rights or interests in overseas companies which directly or indirectly own PRC taxable assets through an arrangement without a reasonable commercial purpose, but rather to avoid PRC corporate income tax, the transaction will be re-characterized and treated as a direct transfer of PRC taxable assets subject to PRC corporate income tax. SAT Circular 7 specifies certain factors that should be considered in determining whether an indirect transfer has a reasonable commercial purpose. However, as SAT Circular 7 is newly issued, there is uncertainty as to the application of SAT Circular 7 and the interpretation of the term "reasonable commercial purpose." In June 2015, according to communication with local tax authority in China, our sale of shares in Weibo during its initial public offering was categorized as an indirect transfer of taxable assets in China, and as such our capital gain from this transaction is subject to PRC withholding tax at rate of 10%. We have paid such tax in full in 2015. Although we believe that it is more likely than not all of our other equity transfers during the presented periods would be determined as one with a reasonable commercial purpose, should this not be the case, we would be subject to a significant withholding tax that could materially and adversely affect our financial condition, results of operations and cash flows.

For further information on our tax structures and inherent risks see "Item 3. Key Information—D. Risk Factors—Risk Related to Doing Business in China—Discontinuation of preferential tax treatment, changes to the interpretation or enforcement of tax regulations or imposition of any additional taxes could adversely affect our financial condition and results of operations."

### **Inflation**

Since our inception, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2015, 2016 and 2017 increases of 1.4%, 2.0% and 1.6%, respectively. Although we have not been materially affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

### **Critical Accounting Policies, Judgments and Estimates**

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates and judgment areas, including those related to revenue recognition, allowance for doubtful accounts, stock-based compensation, taxation, net income (loss) per share, business combination, fair value, goodwill and other long-lived assets long-term investments and convertible debt. Our estimates are based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. These estimates form the basis for our judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from such estimates under different assumptions or conditions.

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We believe the following critical accounting policies affect the more significant judgments and estimates used in the preparation of our consolidated financial statements:

### **Revenue Recognition**

#### *Advertising*

Our advertising revenues are derived principally from online advertising and marketing, including display advertising and promoted marketing, and, to a lesser extent, sponsorship arrangements. Display advertising arrangements allow advertisers to place advertisements on particular areas of our websites or platform, in particular formats and over particular periods of time. We enter into cost per day (“CPD”) advertising arrangements with customers, under which we recognize revenues ratably over the contract periods, when the collectability is reasonably assured. We also enter into cost per mille (“CPM”), or cost per thousand impressions, advertising arrangements with customers, under which we recognize revenues based on the number of times that the advertisement has been displayed.

Promoted marketing arrangements are primarily priced based on CPM or cost per engagement (“CPE”). An engagement may include when a user clicks on a link, becomes a follower of the marketing customer account, shares the promoted feed or marks the feed as a favorite. Under the CPM model, our customers are obligated to pay when the advertisement is displayed, while under the CPE model, our customers are obligated to pay based on the number of engagements with the marketing feed.

Sponsorship arrangements allow advertisers to sponsor a particular area on our websites in exchange for a fixed payment over the contract period. Advertising revenues from sponsorship are recognized ratably over the contract period. Advertising revenues derived from the design, coordination and integration of online advertising and sponsorship arrangements to be placed on our websites are recognized ratably over the term of such arrangements.

In addition, we have certain sales transactions that involve multiple element arrangements (arrangements with more than one deliverable), which required the arrangement consideration be allocated to all deliverables at the inception of the arrangement on the following basis (a) vendor-specific objective evidence (“VSOE”) of selling price, if it exists, otherwise, (b) third-party evidence (“TPE”) of the selling price. If neither (a) nor (b) exists, then use (c) management’s best estimate of the selling price of the deliverable. We primarily uses VSOE to allocate the arrangement consideration if such selling price is available. For the deliverables that have not been sold separately, the best estimate of the selling price has taken into consideration of the pricing of advertising areas of our websites or platform with similar popularities and advertisements with similar formats and quoted prices from competitors and other market conditions. Revenues recognized with reference to best estimate of selling price were immaterial for all periods presented. We recognize revenue on the elements delivered and defers the recognition of revenue for the undelivered elements until the remaining obligations have been satisfied. Changes in judgments on these assumptions and estimates could materially impact the timing or amount of revenue recognition.

### **Portal Non-advertising Revenues**

#### *Online payment services*

We provide online payment service for internet merchants and earn transaction fees from fund transfer transactions. Revenues resulting from these transactions are recognized when transactions are completed. Transaction fee is charged based on certain criteria (such as account type and volume of payments) for funds they receive.

#### *Online loan facilitation services*

We provide lending related services in which we match lenders to borrowers and facilitate the execution of loan agreements between them, with the term of loan generally within three months. We are obligated to recommend borrowers to lenders from certain mobile platform and to provide a credit assessment on potential borrowers to lenders to facilitate lenders in making their own lending decision. In light of the above, we determined that we only facilitate transactions between lenders and borrowers, and are not lenders ourselves. Accordingly we do not record loans receivable and payable arising from these loans. We earn loan facilitation service fees from borrowers based on an agreed fixed percentage of loan amount. We also provide guarantee on the principal, interest payment and penalty fee of the defaulted loans to lenders. We determined that the financial guarantee was within the scope of ASC 460-10 “Guarantees” and recognized it as a separate liability at inception, with the remaining consideration recognized as revenues under ASC 605-25. The value of guarantee liability was estimated with the consideration of discounting expected future payouts, net expected collection rates and a discount rate for time value. The revenue from loan matching service is recognized when our facilitation obligation is completed, which is generally at the loan inception date. Subsequent to the draw-down of the loan, the guarantee liability initially recognized by us would typically be reassessed in each period end of financial statements as we are released from risk under the guarantee either through expiry or cash out. Upon the occurrence of any triggering event or condition under the guarantee, we obtain the recourse rights from the lender to recover the amounts paid under the guarantee.

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### *Weibo value added services*

Weibo value added services allow our users to subscribe to services on Weibo's websites or platform, mainly including game-related services, Weibo VIP membership and data licensing. Revenues from these services are recognized over the periods in which the services are performed, provided that no significant obligations remain, collection of the receivables is reasonably assured and the amounts can be accurately estimated.

### *Game related revenues*

The majority of the game-related revenues are generated from the purchase of virtual items by game players through our platforms. We collect payments from the game players in connection with the sale of virtual currency, which will later be converted by game player into in-game credits (game tokens) that can be used to purchase virtual items in online games. We remit certain predetermined percentages of the proceeds to the game developers when the virtual currency is converted into in-game credits.

We have determined that the game developers are the primary obligors for the game-related services, based on whether the game developers are responsible for developing, maintaining and updating the online games and have reasonable latitude to establish the prices of virtual items for which in-game credits are used. Revenue is recorded on a gross basis for games that we are acting as the principal in fulfilling all obligations related to the games and revenue is recorded net of predetermined revenue sharing with the game developers for games in which our primary responsibility is to promote the games of the third-party developers, provide virtual currency exchange services, maintain the platform for game players to easily access the games and offer customer support to resolve registration, log-in, currency exchange and other related issues.

Virtual currencies in general are not refundable once they have been sold unless there are unused in-game credits at the time a game is discontinued. Sales of virtual items are recognized as revenues over the estimated consumption period of in-game virtual items, which is typically from a few days to one month after the purchase of in-game credits. Virtual currency sold for game-related services in excess of recognized revenue is recorded as deferred revenues.

Game-related revenues recognition involves management judgments, such as the determination of who is the principal in providing game-related services and estimating the consumption period of in-game credits. We assess the estimated consumption period periodically, taking into consideration of the actual consumption information, types of virtual items offered in the game and user behavior patterns, including average recharge interval and estimated user relationship on the game. Using different assumptions to calculate the revenue recognition of games-related revenues may cause the results to be significantly different. Any adjustments arising from changes in the estimate would be applied prospectively on the basis that such changes are caused by new information indicating a change in the user behavior pattern.

### *Weibo VIP membership and data licensing*

Weibo VIP Membership is a service package consisting of user certification and preferential benefits, such as daily priority listings and higher quota for following user accounts. Prepaid VIP membership fees are recorded as deferred revenue and recognized as revenue ratably over the contract period of the membership service.

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We began to offer data licensing that allows our customers to access, search and analyze historical and real-time data on our platform. The data licensing arrangement is for a fixed period, typically one year, and such revenue is recognized ratably over the contract period.

### ***Deferred Revenues***

Deferred revenues are mostly derived from a licensing agreement with Leju and contractual billings in excess of recognized revenue and payments received in advance of revenue recognition, which are mainly from the customer advance of advertising and marketing services. Deferred revenues represent the unamortized balance of license fees or service fee paid by third parties, and the deferred revenues are amortized on a straight-line basis through the service period.

### ***Allowance for Doubtful Accounts***

We maintain an allowance for doubtful accounts which reflects our best estimate of amounts that potentially will not be collected. We determine the allowance for doubtful accounts based on factors such as historical experience, credit-worthiness and age of receivable balances. If the financial condition of the customers were to deteriorate and result in an impairment of their ability to make payments, or if the operators decide not to pay us, additional allowances may be required which could materially impact our financial condition and results of operations. Allowance for doubtful accounts charged to our income statement was \$14.9 million, \$14.6 million and \$8.5 million for 2015, 2016 and 2017, respectively.

### ***Stock-based Compensation***

Stock-based compensation cost is measured at the grant date based on the estimated fair value of the award and is recognized as an expense on a straight-line basis, net of estimated forfeitures, over the requisite service period, which is generally the vesting period. We use the Black-Scholes option pricing model to determine the estimated fair value of share options. The determination of the estimated fair value of stock-based compensation awards on the grant date using an option-pricing model is affected by our stock price as well as assumptions regarding a number of complex and subjective variables, including our expected share price volatility over the term of the awards, actual and projected employee share option exercise behaviors, risk-free interest rate and expected dividends. Shares of our subsidiary, which do not have quoted market prices, were valued based on the income approach, if a revenue model had been established, the market approach, if information from comparable companies had been available or a weighted blend of these approaches if more than one is applicable.

We recognize the estimated compensation cost of service-based restricted share units based on the fair value of the corresponding ordinary shares on the date of the grant. We recognize the compensation cost, net of estimated forfeitures, over a vesting term of generally four years.

For service-based restricted stock awards and performance-based restricted stock awards, we recognize the compensation expense only when it is probable that those awards expected to meet the performance and service vesting condition on a straight-line basis over the requisite service period.

Furthermore, we are required to estimate forfeitures at the time of grant and record stock-based compensation expense only for those awards that are expected to vest. If actual forfeitures differ materially from our estimated forfeitures, we may need to revise those estimates used in subsequent periods.

### ***Taxation***

#### ***Income tax***

We use the asset and liability method of accounting for income taxes. Under this method, income tax expense is recognized for the amount of taxes payable or refundable for the current year. In addition, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating losses and tax credit carryforwards. Management is required to make assumptions, judgments and estimates to determine our current provision for income taxes and our deferred tax assets and liabilities and any valuation allowance to be recorded against the amount of deferred tax assets that it determines is not more-likely-than-not to be realized. Our judgments, assumptions and estimates relative to the current provision for income tax take into account current tax laws, our interpretation of current tax laws and possible outcomes of current and future audits conducted by foreign and domestic tax authorities. Changes in tax law or our interpretation of tax laws and the resolution of current and future tax audits could significantly impact the income taxes recorded in our consolidated statements of comprehensive income. Our assumptions, judgments and estimates related to the value of a deferred tax asset take into account predictions of the amount and category of future taxable income, such as income from operations. Actual operating results and the underlying amount and category of income in future years could render our current assumptions, judgments and estimates of recoverable net deferred taxes inaccurate. Any of the assumptions, judgments and estimates mentioned above could cause our actual income tax obligations to differ from our estimates and, thus, materially impact our financial position and results of operations.

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### *Uncertain tax positions*

In order to assess uncertain tax positions, we apply a more likely than not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement.

### ***Net Income (loss) Per Share***

Basic net income per share is computed using the weighted average number of ordinary shares outstanding during the period. Options to purchase ordinary shares and restricted share units are not considered outstanding in computation of basic earnings per share. Diluted net income per share is computed using the weighted average number of ordinary share and potential ordinary shares outstanding during the period. Potential ordinary shares include options to purchase ordinary shares, restricted share units and conversion of convertible debt, unless they were anti-dilutive. The computation of diluted net income per share does not assume conversion, exercise, or contingent issuance of securities that would have an anti-dilutive effect (i.e. an increase in earnings per share amounts or a decrease in loss per share amounts) on net income per share. Additionally, we take into account the effect on consolidated net income per share of dilutive shares of entities in which we hold equity interests and interest expenses along with relevant amortized issuance costs of convertible debt under certain circumstances. The dilutive impact from equity interests mainly include long-term investments accounted for using the equity method and the consolidated subsidiaries, such as Weibo.

### ***Business Combination***

Business combinations are accounted for under the purchase method. The cost of an acquisition is measured as the aggregate of fair values at the date of exchange of assets given, liabilities incurred and equity instruments issued as well as the contingent considerations and all contractual contingencies as of the acquisition date. The costs directly attributable to an acquisition are expensed as incurred. Identifiable assets, liabilities and contingent liabilities acquired or assumed are measured separately at their fair value as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of (i) the total of cost of acquisition, fair value of non-controlling interests and acquisition date fair value of any previously held equity interest in an acquiree over (ii) the fair value of identifiable net assets of an acquiree is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of a subsidiary acquired, the difference is recognized directly in the consolidated statements of comprehensive income. In a business combination achieved in stages, we remeasure our previously held equity interest in the acquiree immediately before obtaining control at its acquisition-date fair value and the re-measurement gain or loss, if any, is recognized in earnings. The determination and allocation of fair values to the identifiable assets acquired, liabilities assumed and non-controlling interests is based on various assumptions and valuation methodologies requiring considerable judgment from management. The most significant variables in these valuations are discount rates, terminal values, the number of years on which to base the cash flow projections, as well as the assumptions and estimates used to determine the cash inflows and outflows. We determine discount rates to be used based on the risk inherent in the related activity's current business model and industry comparisons. Terminal values are based on the expected life of assets, forecasted life cycle and forecasted cash flows over that period.

### ***Fair Value***

#### *Financial instruments*

All financial assets and liabilities are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, we consider 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.

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Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

- Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.
- Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical asset or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model- derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.
- Level 3 applies to asset or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

We measure certain financial assets, including our investments under cost method and equity method at fair value on a non-recurring basis only if an impairment charge were to be recognized. The fair values of privately held investments as disclosed are determined based on the discounted cash flow model using the discount curve of market interest rates. The fair values of equity investments in the equity securities of publicly listed companies are measured using quoted market prices. Non-financial assets, such as intangible assets, goodwill and fixed assets, would be measured at fair value only if they were determined to be impaired.

The carrying amount of cash and cash equivalents, restricted cash, short-term investments, accounts receivable and other current assets, accounts payable, amount due to customers and accrued expenses and other current liabilities approximates fair value. We utilized the Binominal option pricing model to determine the fair value of the option liability. The fair value of option liability were measured using significant unobservable input (level 3) and required an assessment of the probability weight for each exercise scenario.

### ***Goodwill***

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired as a result of our acquisitions of interests in our subsidiaries and consolidated VIEs. We assesses goodwill for impairment in accordance with ASC subtopic 350-20 ("ASC 350-20"), Intangibles - Goodwill and Other: Goodwill, which requires that goodwill be tested for impairment at the reporting unit level at least annually and more frequently upon the occurrence of certain events, as defined by ASC 350-20. US GAAP provides the option to apply the qualitative assessment first and then the quantitative assessment, if necessary, or to apply the quantitative assessment directly. The qualitative approach starts the goodwill impairment test by assessing qualitative factors, which by taking into consideration of macroeconomics, overall financial performance, industry and market conditions and the share price of our company, to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If so, the quantitative impairment test is performed; otherwise, no further testing is required. When we perform the quantitative impairment test, we firstly determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. For those reporting units where it is determined that it is more likely than not that their fair values are less than the units' carrying amounts, we perform the second step of a two-step quantitative goodwill impairment test to allocate the fair value of reporting units to all of the assets and liabilities of that unit (including any unrecognized intangible assets) as if the reporting unit had been acquired in a business combination. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

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***Long-lived Assets***

Intangible assets arising from acquisitions are recognized at fair value upon acquisition and amortized on a straight-line basis over their useful lives, generally from one to ten years.

Long-lived assets and certain identifiable intangible assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for long-lived assets and certain identifiable intangible assets that management expects to hold or use is based on the amount by which the carrying value exceeds the fair value of the asset. Changes in these estimates and assumptions could materially impact our financial position and results of operations.

Property and equipment are stated at historical cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Judgment is required to determine the estimated useful lives of assets, especially for buildings, including determining how long the constructed building can function and when the building was in the status of ready. Changes in these estimates and assumptions could materially impact our financial position and results of operations.

***Long-term Investments***

Long-term investments are comprised of investments in publicly traded companies, privately held companies and limited partnerships. For equity investments over which we do not have significant influence, the cost method of accounting is used. For long-term investments in shares that are not ordinary shares or in-substance ordinary shares and that do not have readily determinable fair value, the cost method accounting is used. Investments in limited partnerships over whose operating and financing policies that we have virtually no influence are accounted for using the cost method. We account for common-stock-equivalent equity investments and limited partnership investments in entities over which we have significant influence but do not own a majority equity interest or otherwise control using the equity method.

We assess our investments accounted for under the cost method and equity method for other-than-temporary impairment by considering factors including, but not limited to, stock prices of public companies in which we have an equity investment, current economic and market conditions, operating performance of the companies, including current earnings trends and undiscounted cash flows, and other company-specific information, such as recent financing rounds. The fair value determination, particularly for investments in privately held companies whose revenue models are still unclear, requires significant judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and the determination of whether an identified impairment is other-than-temporary. If an impairment is considered other-than-temporary, we will write down the asset to its fair value and take the corresponding charge to the consolidated statements of comprehensive income.

Our investments in marketable securities are held as available for sale and are reported at fair value. The treatment of a decline in the fair value of an individual security is based on whether the decline is other-than-temporary. Significant judgment is required to assess whether the impairment is other-than-temporary. Our judgment of whether an impairment is other-than-temporary is based on an assessment of factors including, but not limited to, our ability and intent to hold the individual security, severity of the impairment, expected duration of the impairment and forecasted recovery of fair value. Changes in the estimates and assumptions could affect our judgment of whether an identified impairment should be recorded as an unrealized loss in the equity section of our consolidated balance sheets or as a realized loss in the consolidated statements of comprehensive income.

***Convertible debt***

We determine the appropriate accounting treatment of its convertible debts in accordance with the terms in relation to the conversion feature, call and put option, and beneficial conversion feature. After considering the impact of such features, we may account for such instrument as a liability in its entirety, or separate the instrument into debt and equity components following the respective guidance described under ASC 815 Derivatives and Hedging and ASC 470 Debt.

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The debt discount, if any, together with related issuance cost are subsequently amortized as interest expense over the period from the issuance date to the earliest conversion date. We present the issuance cost of debt in the balance sheet as a direct deduction from the related debt.

### **Recent Accounting Pronouncements**

In May 2014, the FASB issued, ASU 2014-09, "Revenue from Contracts with Customers (Topic 606)." The guidance substantially converges final standards on revenue recognition between the FASB and the International Accounting Standards Board providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all existing revenue recognition guidance, including industry-specific guidance, in current U.S. generally accepted accounting principles. We will adopt new revenue guidance in the fiscal year of 2018. The new standard permits two methods of adoption: retrospectively to each prior reporting period presented (full retrospective method), or retrospectively with the cumulative effect of initially applying the guidance recognized at the date of initial application (the modified retrospective method). We currently anticipate adopting the standard using the modified retrospective method, which means that revenues for 2016 and 2017 will be reported on a historical basis and revenues for 2018 will be reported on the new basis. We have substantially completed our assessments related to the standard. The main impact will be a) the presentation of value added tax recognized in revenue from "gross" to "net", which results in equal decrease in revenues and cost of revenues, and b) the recognition of revenues and expenses at fair value for advertising barter transactions, which mainly results in the increase of revenue and advertising expenses. In aggregate, we do not expect the new revenue standard will have a material impact in net income level. We expect the cumulative-effect adjustment on the retained earnings as of January 1, 2018 related to the initial application of the new revenue standard to be immaterial.

In January 2016, the FASB issued an updated guidance, ASU 2016-1, Classification and Measurement of Financial Instruments, which is intended to improve the recognition and measurement of financial instruments. This guidance will be effective for us beginning the first quarter of fiscal year 2018. We would apply this update by a cumulative-effect adjustment to the retained earnings as of the beginning of the fiscal year of adoption. After the adoption of this update in the first quarter of 2018, we will measure our long-term investments other than equity method investments at fair value through earnings, which could vary significantly quarter to quarter. For those investments without readily determinable fair values, we will elect to record these investments at cost, less impairment, and plus or minus subsequent adjustments for observable price changes. Changes in the basis of these investments will be reported in current earnings. The cumulative effects of initially applying the guidance were mainly arising from the reclassification of unrealized gain of \$38.7 million on available-for-sale securities from accumulated other comprehensive income to retained earnings at the date of initially applying the guidance.

In February 2016, the FASB issued a new standard on leases, ASU 2016-2, which requires that a lessee recognize the assets and liabilities that arise from operating leases. A lessee should recognize a liability to make lease payments (the lease liability) and a right-of use representing its right to use the underlying asset for the lease term in the statements of financial position. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. In transition, lessees are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. This standard will be effective for us beginning the first quarter of fiscal year 2019. We are currently evaluating the impact that this new standard will have on our consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. The amendments in this ASU clarify and include specific guidance to address diversity in how certain cash receipts and cash payments are presented and classified in the statement of cash flows. The amendments will be effective beginning the first quarter of fiscal year 2018. Early adoption of the amendments is permitted. The amendments in this ASU should be applied using a retrospective transition method to each period presented. We plan to adopt the amendments in the fiscal year of 2018. No significant impacts on the consolidated financial statements from the amendments are expected.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*. The amendments in this ASU clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions or disposals of assets or businesses. The amendments will be effective beginning the first quarter of fiscal year 2018. Early application is permitted. The amendments should be applied prospectively on or after the effective date. No disclosures are required at transition. No significant impacts on the consolidated financial statements from the amendments were expected.

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In January 2017, the FASB issued ASU No. 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. The amendments in this ASU simplify the subsequent measurement of goodwill by eliminating Step 2 from the goodwill impairment test. Under the amendments, an entity should perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying value, which eliminates the current requirement to calculate a goodwill impairment charge by comparing the implied fair value of goodwill with its carrying amount. The amendments will be effective beginning the first quarter of fiscal year 2020. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The amendments should be applied on a prospective basis. We are currently evaluating the impact the amendments will have on our consolidated financial statements.

In May 2017, the FASB amend the scope of modification accounting for share-based compensation arrangements. Under this update, an entity would not apply modification accounting if the fair value, vesting conditions and classification of the awards are the same immediately before and after the modification. The update will be effective beginning the first quarter of fiscal year 2018. Early adoption is permitted. This update will be applied prospectively to awards modified on or after the effective date or the adoption date, if the update is early adopted. No significant impact on our consolidated financial statements from the amendments is expected.

**Results of Operations**

*Net revenues*

The following table sets forth the breakdown of our net revenues, both in absolute amount and as a percentage of our total net revenues, for the periods presented.

|                    | For the Year Ended December 31,    |     |                  |     |                  |     |             |          |
|--------------------|------------------------------------|-----|------------------|-----|------------------|-----|-------------|----------|
|                    | 2015                               |     | 2016             |     | 2017             |     | % of Change |          |
|                    | US\$                               | %   | US\$             | %   | US\$             | %   | YOY 2016    | YOY 2017 |
|                    | (in thousands, except percentages) |     |                  |     |                  |     |             |          |
| Portal Advertising | 340,814                            | 39  | 304,090          | 30  | 320,473          | 20  | (11)        | 5        |
| Weibo              | 477,891                            | 54  | 651,915          | 63  | 1,140,876        | 72  | 36          | 75       |
| Others             | 61,964                             | 7   | 74,931           | 7   | 122,535          | 8   | 21          | 64       |
|                    | <u>880,669</u>                     | 100 | <u>1,030,936</u> | 100 | <u>1,583,884</u> | 100 | 17          | 54       |

We generate revenues from (1) portal advertising business, which includes advertising on SINA.com and SINA mobile properties, (2) Weibo, which includes revenues from Weibo advertising and marketing as well as Weibo value added services (“VAS”), and (3) other channels, which mainly include our Fintech services and mobile value added services (“MVAS”).

*2017 Compared to 2016.* Our total net revenues increased 54% year over year from \$1,030.9 million in 2016 to \$1,583.9 million in 2017, mainly due to the growth of revenues from Weibo.

*2016 Compared to 2015.* Our total net revenues increased 17% year over year from \$880.7 million in 2015 to \$1,030.9 million in 2016, mainly due to the growth of Weibo revenues, partially offset by the decrease in portal advertising revenues.

*Portal Advertising*

Substantially all of our portal advertising revenues are generated from China. Automobile, fast-moving consumer goods, internet services, financial services and IT sectors were our top advertising sectors in 2016 and 2017, accounting for approximately 60% and 63%, respectively, of our portal advertising revenues in China. Unlike search and other performance-based advertising models, brand advertising on SINA.com and SINA mobile properties is priced primarily based on time. Based on our experience, online brand advertising clients in China tend to place more emphasis of their buying decision on factors such as the brand strength, market influence and user quality of offering websites. We maintain a variety of traffic metrics for our internet properties, and the key metrics we focus on differ across product lines based on the nature and features of the products. For these and other reasons, such as a significant portion of our online traffic is currently not being monetized, we do not gauge the growth of our portal advertising revenues based on any particular traffic metric.

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*2017 Compared to 2016.* Our portal advertising revenues increased 5% year over year from \$304.1 million in 2016 to \$320.5 million in 2017. The increase was mainly due to the increased revenue from brand advertisers, which resulted from the growth of traffic on our mobile properties and the favorable foreign exchange impact. The increase of revenues from SME customers was flat from 2016 to 2017 and we expect revenue from SME customers continue to keep stable in 2018. Additionally, revenues generated from mobile devices have been increasing, as we witnessed a rapid growth of traffic on our mobile properties in recent years. We generated 59% of portal advertising revenues from mobile devices in 2017, compared to 46% in 2016. We expect revenues generated from mobile traffic as a percentage of the total portal advertising revenues will keep flat to increase in 2018.

*2016 Compared to 2015.* Our portal advertising revenues decreased 11% year over year from \$340.8 million in 2015 to \$304.1 million in 2016. The decrease was mainly due to the unfavorable foreign exchange impact and an increasingly competitive online advertising market landscape which led to a shift by many brand advertisers, the largest customer segment in our portal advertising business, of advertising budget away from portal websites. On the other hand, however, we witnessed significant increase of revenues from SME customers, growing 30% from \$72.1 million in 2015 to \$93.9 million in 2016 and contributing 31% of total portal advertising revenue in 2016 as compared to 21% in 2015. Additionally, revenues generated from mobile devices have been increasing, as we witnessed a rapid growth of traffic on our mobile properties in recent years. We generated 46% of portal advertising revenues from mobile devices in 2016, compared to 25% in 2015.

*Weibo*

The following table sets forth the breakdown of revenues from Weibo, both in absolute amount and as a percentage of our total net revenues, for the periods presented.

|                           | For the Year Ended December 31,    |    |                |    |                  |    | % of Change |          |
|---------------------------|------------------------------------|----|----------------|----|------------------|----|-------------|----------|
|                           | 2015                               |    | 2016           |    | 2017             |    | YOY 2016    | YOY 2017 |
|                           | US\$                               | %  | US\$           | %  | US\$             | %  | %           | %        |
|                           | (in thousands, except percentages) |    |                |    |                  |    |             |          |
| Advertising and Marketing | 402,415                            | 46 | 567,097        | 55 | 991,393          | 63 | 41          | 75       |
| Weibo VAS                 | 75,476                             | 8  | 84,818         | 8  | 149,483          | 9  | 12          | 76       |
|                           | <u>477,891</u>                     | 54 | <u>651,915</u> | 63 | <u>1,140,876</u> | 72 | 36          | 75       |

*2017 Compared to 2016.* Revenues from Weibo increased 75% year over year from \$651.9 million in 2016 to \$1,140.9 million in 2017.

- Advertising and marketing revenues from Weibo grew by 75% from \$567.1 million in 2016 to \$991.4 million in 2017. Revenue from key accounts grew by 86% from \$201.3 million in 2016 to \$374.7 million in 2017, largely attributed to the increased diversity of Weibo's advertising offerings and an increasing number of key account customers allocating more digital advertising budget to social marketing. Revenue from SMEs grew by 73% from \$307.9 million in 2016 to \$532.0 million in 2017, primarily attributed to the expansion of advertising inventory, new and upgraded advertisement products and features, and increase in user engagement. Revenue generated from Alibaba (China) Co., Ltd., or Alibaba grew by 46% from \$57.9 million in 2016 to \$84.7 million in 2017, primarily attributed to Weibo being a key platform for Alibaba in the fields of e-commerce, marketing, fans accumulation and fans interaction. In 2017, mobile advertising revenues accounted for approximately 76% of Weibo's total advertising and marketing revenues, as compared to 67% in 2016, due to the growth of both mobile users as well as advertiser preferences. Mobile MAUs increased by 29% year over year to 363 million in December 2017. We expect our mobile advertising revenues to continue to increase in absolute amount and as a percentage of our total advertising and marketing revenues in 2018.
- Revenues from Weibo VAS increased by 76% from \$84.8 million in 2016 to \$149.5 million in 2017. The increase was primarily attributed to the revenue growth of Weibo's VIP membership, which increased by 99% year over year from \$33.3 million in 2016 to \$66.2 million in 2017, primarily attributed to the revenue growth of our VIP membership. Revenues generated from game-related service decreased by 11% from \$30.9 million in 2016 to \$27.6 million in 2017. The decline in game service revenue was mainly attributed to the unsatisfactory performance of licensed games, particularly on PC terminals.

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2016 Compared to 2015. Revenues from Weibo increased 36% year over year from \$477.9 million in 2015 to \$651.9 million in 2016.

- Advertising and marketing revenues from Weibo grew by 41% from \$402.4 million in 2015 to \$567.1 million in 2016. Revenue from key accounts grew by 94% from \$103.5 million in 2015 to \$201.3 million in 2016, largely attributed to the increase in Weibo’s brand influence, the expansion of advertising inventory, new and upgraded advertisement products, the increase in user growth and user engagement, as well as the coverage of the Rio 2016 Olympics. Revenue from SMEs grew by 98% from \$155.2 million in 2015 to \$307.9 million in 2016, primarily attributed to the increase in the number of SME customers, up 63% year over year to 2.5 million in 2016, the expansion of advertising inventory, new and upgraded advertisement products and increase in user growth and user engagement. Revenue generated from Alibaba were \$57.9 million, compared to \$143.7 million in 2015, and accounted for 6% of our total revenues in 2016, resulting from the expiration of the strategic collaboration agreement with Alibaba in January 2016. In 2016, mobile advertising revenues accounted for approximately 67% of Weibo’s total advertising and marketing revenues, as compared to 63% in 2015, due to the growth of both mobile users as well as advertiser preferences. Mobile MAUs increased by 43% year over year to 282 million in December 2016.
- Revenues from Weibo VAS increased by 12% from \$75.5 million in 2015 to \$84.8 million in 2016. The increase was primarily attributed to the revenue growth of Weibo’s VIP membership, which increased by 90% from \$17.6 million in 2015 to \$33.3 million in 2016. Revenues generated from game-related service decreased from \$44.3 million in 2015 to \$30.9 million in 2016. The decline in game service revenue was mainly attributed to the unsatisfactory performance of licensed games, particularly on PC terminals.

*Other Revenues*

The following table sets forth the breakdown of our other revenues, both in absolute amount and as a percentage of our total net revenues, for the periods presented.

|                  | For the Year Ended December 31, |                                    |               |                                    |                |                                    |             |           |
|------------------|---------------------------------|------------------------------------|---------------|------------------------------------|----------------|------------------------------------|-------------|-----------|
|                  | 2015                            |                                    | 2016          |                                    | 2017           |                                    | % of Change |           |
|                  | US\$                            | (in thousands, except percentages) | US\$          | (in thousands, except percentages) | US\$           | (in thousands, except percentages) | YOY 2016    | YOY 2017  |
|                  |                                 | %                                  |               | %                                  |                | %                                  | %           | %         |
| Fintech Services | 3,185                           | —                                  | 33,596        | 3                                  | 82,819         | 5                                  | 955         | 147       |
| Others           | 58,779                          | 7                                  | 41,335        | 4                                  | 39,716         | 3                                  | (30)        | (4)       |
|                  | <u>61,964</u>                   | <u>7</u>                           | <u>74,931</u> | <u>7</u>                           | <u>122,535</u> | <u>8</u>                           | <u>21</u>   | <u>64</u> |

Our other revenues include revenues from Fintech services and other services, which mainly include MVAS, reading business and amortized deferred revenues related to license granted to Leju.

Revenues derived from our Fintech services mainly include online payment services and online loan facilitation service. We started to provide online payment service since 2013, and expanded our service offering to include online loan facilitation service by acquiring Weiju in July 2017.

Our MVAS revenues have been declining in recent years. In response to the changing market condition, we are deemphasizing the low-margin MVAS product lines and investing most of our mobile efforts in product lines more suitable for the new environment, such as Weibo VAS, and we do not expect a recovery in our MVAS revenues.

In conjunction with the sale of our online real estate business to CRIC in October 2009, we signed certain license agreements with CRIC. The fair value of these license agreements were measured at \$187.4 million, which was recognized as deferred revenue and amortized on a straight-line basis over the contract period of ten years. CRIC merged with E-House in April 2012 and the agreement rights were subsequently reassigned to E-House’s subsidiary, Leju, which was spun off in April 2014. In March 2014, these license agreements were amended and extended for another ten years. Consequently, the unamortized defer revenue balance as of March 31, 2014 will be amortized on a straight-line basis until March 2024.

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*2017 Compared to 2016.* Our other revenues increased by 64% year over year from \$74.9 million in 2016 to \$122.5 million in 2017. Our Fintech service revenues increased by 147% from \$33.6 million in 2016 to \$82.8 million in 2017 mainly resulting from the increased revenue from online payment service and newly acquired online loan facilitation service. Excluding our Fintech service revenues, our other revenues decreased by 4% from \$41.3 million in 2016 to \$39.7 million in 2017. We had amortized deferred revenues of \$10.4 million in 2017, same as in 2016. As of December 31, 2017, our license agreements with Leju had an unamortized balance of \$64.5 million.

*2016 Compared to 2015.* Our other revenues increased by 21% year over year from \$62.0 million in 2015 to \$74.9 million in 2016. Our Fintech service revenues increased significantly from \$3.2 million in 2015 to \$33.6 million in 2016 mainly resulting from our expansion in online payment service. Excluding Fintech service revenues, our other revenues decreased by 30% from \$58.8 million in 2015 to \$41.3 million in 2016, mainly resulting from the decreased revenue in reading business, which was disposed in 2016. We had amortized deferred revenues of \$10.4 million in 2016 compared to \$10.4 million in 2015. As of December 31, 2016, our license agreements with Leju had an unamortized balance of \$75.0 million.

**Cost of revenues**

The following table sets forth the breakdown of our cost of revenues.

|                    | For the Year Ended December 31, |                |                                    |             |           |
|--------------------|---------------------------------|----------------|------------------------------------|-------------|-----------|
|                    | 2015                            | 2016           | 2017                               | % of Change |           |
|                    |                                 |                |                                    | YOY 2016    | YOY 2017  |
| US\$               | US\$                            | US\$           | (in thousands, except percentages) | %           | %         |
| Portal Advertising | 157,862                         | 136,196        | 121,278                            | (14)        | (11)      |
| Weibo              | 141,960                         | 170,945        | 230,952                            | 20          | 35        |
| Others             | 35,558                          | 47,555         | 61,907                             | 34          | 30        |
|                    | <u>335,380</u>                  | <u>354,696</u> | <u>414,137</u>                     | <u>6</u>    | <u>17</u> |

Our cost of revenues increased 17% year over year from \$354.7 million in 2016 to \$414.1 million in 2017, and increased by 6% year over year from \$335.4 million in 2015 to \$354.7 million in 2016, both mainly due to an increase in costs of Weibo revenues and other revenues, which is partially offset by a decrease in the cost of portal advertising revenues.

*Portal Advertising*

Cost of portal advertising revenues consists primarily of expenses associated with the production of our websites, including fees paid to third parties for internet connection, content and services, labor-related costs, stock-based compensation and equipment depreciation expenses. Cost of advertising revenues also includes 6.7% VAT and relevant surcharges and 3% cultural business construction fees on advertising revenues from China.

*2017 Compared to 2016.* Cost of portal advertising revenues decreased by 11% from \$136.2 million in 2016 to \$121.3 million in 2017 due to the decrease in content costs of \$11.7 million, direct labor cost of \$5.8 million, partially offset by the increase in VAT cost and surcharges of \$2.2 million.

*2016 Compared to 2015.* Cost of portal advertising revenues decreased by 14% from \$157.9 million in 2015 to \$136.2 million in 2016 due to the decrease in bandwidth costs of \$8.4 million, revenue shared with service vendors of \$7.8 million and content fees of \$6.0 million, partially offset by the increase in direct labor cost of \$1.0 million and stock-based compensation of \$1.0 million.

*Weibo*

Cost of Weibo revenues consists mainly of costs associated with the maintenance of our Weibo platform, such as bandwidth and other infrastructure costs, as well as personnel-related expenses, stock-based compensation, content licensing fees and turnover taxes levied on Weibo revenues.

*2017 Compared to 2016.* Cost of Weibo revenues increased by 35% from \$170.9 million in 2016 to \$231.0 million in 2017. The increase was primarily due to an increase of \$43.8 million in turnover taxes associated with higher revenues, an increase of \$5.3 million in infrastructure-related costs resulting from traffic growth, and an increase of \$3.9 million in revenue sharing cost primarily related to advertisement production. We expect our cost of revenues to increase in absolute amount in the foreseeable future.

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*2016 Compared to 2015.* Cost of Weibo revenues increased by 20% from \$142.0 million in 2015 to \$170.9 million in 2016. The increase was primarily due to an increase of \$16.2 million in turnover taxes associated with higher revenues, an increase of \$7.5 million in infrastructure-related costs resulting from traffic growth as well as greater consumption of video content, and an increase of \$2.5 million in content licensing fees primarily related to game services.

### *Others*

Cost of other revenues mainly consists of fees or royalties paid to third-party content and service providers, costs for providing the enterprise services, turnover taxes and surcharges levied on non-advertising revenues in China and employee related cost for non-advertising business.

*2017 Compared to 2016.* Cost of other revenues increased by 30% from \$47.6 million in 2016 to \$61.9 million in 2017, mainly due to the increased cost from Fintech services mainly arising from acquisition of online loan facilitation services and the growth of our online payment business.

*2016 Compared to 2015.* Cost of other revenues increased by 34% from \$35.6 million in 2015 to \$47.6 million in 2016, mainly due to the growth of our online payment business.

### **Gross margin**

The following table sets forth the gross margin for each of our business line for the periods presented.

|                    | For the Year Ended December 31, |      |      |
|--------------------|---------------------------------|------|------|
|                    | 2015                            | 2016 | 2017 |
|                    | %                               | %    | %    |
| Gross margin:      |                                 |      |      |
| Portal Advertising | 54                              | 55   | 62   |
| Weibo              | 70                              | 74   | 80   |
| Others             | 43                              | 37   | 49   |
| Overall            | 62                              | 66   | 74   |

Overall gross margin increased 4 percentage points in 2016, and increased 8 percentage points in 2017, which was attributable to due to the increased gross margin from all businesses lines.

### *Portal Advertising*

The year-over-year gross margin of portal advertising in 2017 increased by 7 percentage points, which was mainly due to the increased revenue and the continuous saving in content costs. Portal advertising gross margin remained stable year over year in 2016, which was mainly due to the decreased content spending in line with the decreased revenue in 2016.

### *Weibo*

Weibo gross margin increased by 6 percentage points year over year in 2017, mainly due to the sharply increased revenue in Weibo. Weibo gross margin increased by 4 percentage points year over year in 2016, mainly due to the significant growth of revenues with relatively stable costs.

### *Others*

Gross margin related to other revenues increased by 12 percentage points year over year in 2017, mainly due to the increase of revenue portion from loan facilitation service, which is with a relatively higher gross margin in 2017. Gross margin related to other revenues decreased by 6 percentage points year over year in 2016, mainly due to the increase of revenue portion from services with a lower gross margin, such as SINA Pay online payment service.

### **Operating expenses**

The following table sets forth the breakdown of our operating expenses, both in absolute amount and as a percentage of our total net revenues, for the periods presented.

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For the Year Ended December 31,

|  | 2015    |    | 2016                               |    | 2017    |    | % of Change |       |
|--|---------|----|------------------------------------|----|---------|----|-------------|-------|
|  | US\$    | %  | (in thousands, except percentages) |    | US\$    | %  | YOY         | YOY   |
|  |         |    | US\$                               | %  |         |    | 2016        | 2017  |
| Sales and marketing                          | 230,428 | 26 | 247,068                            | 24 | 408,856 | 26 | 7           | 65    |
| Product development                          | 209,771 | 24 | 216,228                            | 21 | 267,392 | 17 | 3           | 24    |
| General and administrative                   | 92,868  | 11 | 99,474                             | 10 | 104,923 | 6  | 7           | 5     |
| Goodwill and acquired intangibles impairment | —       | —  | 40,194                             | 4  | —       | —  | —           | (100) |
| Total  | 533,067 | 61 | 602,964                            | 59 | 781,171 | 49 | 13          | 30    |

Operating expenses increased by 30% year over year from \$603.0 million in 2016 to \$781.2 million in 2017, primarily due to the increase in marketing expenditure and payroll related cost, offset by the decrease in the impairment charges related to goodwill and acquired intangibles impairment in 2016. Operating expenses increased by 13% year over year from \$533.1 million in 2015 to \$603.0 million in 2016, primarily due to the impairment charges in 2016 related to goodwill and acquired intangibles impairment, as well as increases in marketing expenditure and stock-based compensation.

*Sales and marketing.*

Sales and marketing expenses consist of payroll, commissions and other employee-related expenses, advertising and promotional expenditures and business travel expenses. Sales and marketing expenses as a percentage of net revenues were 26%, 24% and 26% in 2015, 2016 and 2017, respectively. We expect our sales and marketing expenses to continue to increase in absolute dollars terms in the near future.

*2017 Compared to 2016.* Sales and marketing expenses increased by 65% from \$247.1 million in 2016 to \$408.9 million in 2017, primarily due to an increase of \$144.9 million in channel marketing expenses incurred for user acquisition or both Weibo and SINA News app, an increase of \$11.4 million employee-related expenses associated with new hires and salary increases and an increase of \$5.3 million in stock-based compensation.

*2016 Compared to 2015.* Sales and marketing expenses increased by 7% from \$230.4 million in 2015 to \$247.1 million in 2016, primarily due to an increase of \$11.0 million in advertising and marketing expenses for special event promotions, an increase of \$4.7 million in stock-based compensation and \$2.7 million in employee-related expenses associated with new hires and salary increases.

*Product development.*

Product development expenses consist primarily of payroll and infrastructure-related expenses incurred for maintaining and enhancing our websites and platforms, as well as costs associated with new product development and product enhancements. Product development expenses as a percentage of net revenues were 24%, 21% and 17% in 2015, 2016 and 2017, respectively. We expect our product development expenses to continue to increase in absolute dollar terms in the near future.

*2017 Compared to 2016.* Product development expenses increased by 24% from \$216.2 million in 2016 to \$267.4 million in 2017, primarily due to an increase of \$33.2 million in employee-related expenses resulting from new hires and salary increases and an increase of \$8.4 million in in stock-based compensation.

*2016 Compared to 2015.* Product development expenses increased by 3% from \$209.8 million in 2015 to \$216.2 million in 2016, primarily due to an increase of \$6.6 million in in stock-based compensation and an increase of \$2.8 million in employee-related expenses resulting from new hires and salary increases, offset by the decrease of \$3.8 million in depreciation expenses as certain fixed assets have been fully depreciated in 2016.

*General and administrative.*

General and administrative expenses consist primarily of payroll-related costs, stock-based compensation, professional service fees and provisions for doubtful accounts. General and administrative expenses as a percentage of net revenues were 11%, 10% and 6% in 2015, 2016 and 2017, respectively. We expect our general and administrative expenses to continue to increase in absolute dollar terms in the near future.

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*2017 Compared to 2016.* General and administrative expenses increased by 5% from \$99.5 million in 2016 to \$104.9 million in 2017, mainly due to an increase of \$5.2 million in employee-related expenses and an increase of \$2.4 million in stock-based compensation, partially offset by the decrease of \$5.6 million in bad debt expenses.

*2016 Compared to 2015.* General and administrative expenses increased by 7% from \$92.9 million in 2015 to \$99.5 million in 2016, mainly due to an increase of \$4 million in stock-based compensation.

*Goodwill and acquired intangibles impairment.* There was no goodwill impairment charge recorded in 2015 and 2017, while we recognized a goodwill and acquired intangibles impairment charge of \$40.2 million in 2016. The goodwill and acquired intangibles impairment recognized in 2016 was due to the decreased revenue, the unsatisfied financial performance and not optimistic forecast of future revenues of portal business.

### ***Interest and other income, net***

The following table sets forth the breakdown of interest and other income net for the periods presented.

|                              | For the Year Ended December 31, |                   |               |
|------------------------------|---------------------------------|-------------------|---------------|
|                              | 2015                            | 2016              | 2017          |
|                              |                                 | (in \$ thousands) |               |
| Interest income, net         | 27,212                          | 24,906            | 38,593        |
| Other income (expenses), net | (4,820)                         | 1,307             | 4,103         |
|                              | <u>22,392</u>                   | <u>26,213</u>     | <u>42,696</u> |

*Interest income, net.* Net interest income increased by 55% to \$38.6 million in 2017 from \$24.9 million in 2016, primarily associated with the increase in the average cash balance when compared with 2016 and a decreased interest expenses of 2018 convertible notes as the result of partial repurchase of 2018 convertible notes in December 2016. Net interest income decreased by 8% to \$24.9 million in 2016 from \$27.2 million in 2015, primarily due to an increase in interest expenses related to short-term bank loans.

*Other income (expenses), net.* Other income (expenses) consists primarily of net currency transaction gain or loss, dividend income of investments and government grants. We recorded a net foreign currency transaction loss of \$4.7 million in 2015, due to the depreciation of the RMB against the U.S. dollar. In 2016, we recorded a net foreign currency transaction income of \$0.3 million. In 2017, we recorded a net foreign currency transaction loss of \$2.0 million. If the RMB continues to depreciate against the U.S. dollar, we may incur further currency related losses.

### ***Change in fair value of option liability***

In 2016, we recorded \$28.5 million of non-cash loss from the change in fair value of option liability in 2016, which is related to an option granted to E-House Holdings Ltd. to repurchase all the equity interest held by us in it for a consideration consisting of (i) 30% of the total outstanding ordinary shares of Leju at the time of the repurchase, and (ii) certain cash payment. The option was fully exercised on December 30, 2016.

No change in fair value of option liability was recorded in other presenting periods.

### ***Income (loss) from equity method investments***

We use the equity method to account for ordinary-share-equivalent equity investments and limited-partnership investments in entities over which we have significant influence but do not own a majority equity interest or otherwise control, and recorded share of results of these investments one quarter in arrears.

In 2015, 2016 and 2017, we recorded a loss of \$4.6 million, \$15.2 million and 30.8 million, respectively, from investments related to E-House in 2015 and 2016 and Leju in 2017. The increasing loss from equity method in Leju related investments in 2017 was mainly due to a large loss made by Leju arising from the continuous restrict government policy in real estate industry in China. The increasing loss from equity method in E-House related investments in 2016 was mainly due to a higher expenditure on offline store business in 2016. We also recorded an income of \$4.8 million, \$3.5 million and \$14.7 million in 2015, 2016 and 2017, respectively, from our other long-term investments accounted for under the equity method.

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**Realized gain (loss) on long-term investments**

The following table summarizes realized gain (loss) on our long-term investments for the periods presented.

|  | For the Year Ended December 31,       |         |         |
|--|---------------------------------------|---------|---------|
|  | 2015                                  | 2016    | 2017    |
|  | (in \$ thousands, except percentages) |         |         |
| Alibaba <sup>(1)</sup>   | —                                     | 44,209  | 92,327  |
| E-House <sup>(2)</sup>   | —                                     | 4,603   | —       |
| Youku Tudou <sup>(3)</sup>   | 18,885                                | 34,514  | —       |
| Gain from disposing of investments under cost methods <sup>(4)</sup> | —                                     | 159,486 | 14,000  |
| Others   | 905                                   | 46,881  | 25,680  |
| Total  | 19,790                                | 289,693 | 132,007 |
| % of total net revenues  | 2%                                    | 28%     | 8%      |

- (1) We invested \$50.0 million in Alibaba through Yunfeng Funds in October 2011. In September 2014, Alibaba completed its initial public offering (“Alibaba IPO”) and listed its ADSs, each representing one ordinary share, on the New York Stock Exchange. We sold part of shares we held in Alibaba, representing a total cost of \$30.0 million, through Alibaba IPO and recognized a one-time disposal gain of \$109.2 million. In 2016 and 2017, we sold the remaining of our shareholding in Alibaba through open market recognized \$44.2 million and \$92.3 million of disposal gain, respectively.
- (2) In March 2014, Leju, a then wholly owned subsidiary of E-House, entered into a share purchase and subscription agreement with E-House and Tencent, pursuant to which Tencent acquired 15% of Leju’s total outstanding ordinary shares on a fully diluted basis, from E-House and E-house’s ownership in Leju decreased accordingly from 100% to 85% on a fully diluted basis. Leju primarily carries real estate e-commerce related business in PRC. In April 2014, Leju completed its initial public offering of 11.5 million ADSs, each representing one ordinary share, and became listed on the New York Stock Exchange. Concurrently with Leju’s initial public offering, Leju issued 2.0 million ordinary shares to Tencent in a private placement. Upon the completion of such transaction, E-House’s interest in Leju was further diluted. After these transactions, although our total shares held in E-House did not change, we recognized a dilution gain of \$48.3 million as a result of the increase of our proportion of net assets in E-House. In 2016, we disposed of all the shares we held in E-House and realized a disposal gain of \$4.6 million.
- (3) In 2015, we recognized a gain of \$18.9 million resulting from sale of partial investment we held in Youku Tudou. In 2016, with the accomplishment of its privatization, we recognized a gain of 34.5 million.
- (4) A majority of the disposal gain was resulted from the sale of an investment we held in certain private company, which focuses on developing media applications in China.

**Investment related impairment**

In 2015, 2016 and 2017, we recorded \$8.5 million, \$44.4 million and \$123.0 million, respectively, in impairment charges to the carrying value of our investments related accounts due to other than temporary impairments as a result of the lower-than-expected performance. Included in the impairment charges of 2017, we recorded a charge of \$113.1 million to write down the carrying value of the investment in Leju to its fair value, based on quoted closing price of \$1.84 per ADS for Leju. We believe the impairment made in Leju was other than temporary by considering (i) the continuous strict government policy in real estate industry in China, (ii) severity of the decline of Leju’s stock price after the investment and (iii) Leju’s financial condition, operating performance and its prospects.

**Income tax expense**

The following table sets forth details of our income tax expense for the periods presented.

|  | For the Year Ended December 31,       |         |         |
|--|---------------------------------------|---------|---------|
|  | 2015                                  | 2016    | 2017    |
|  | (in \$ thousands, except percentages) |         |         |
| Current income tax provision                       | 13,948                                | 32,689  | 77,890  |
| Deferred income tax benefits                       | (3,528)                               | (5,470) | (3,214) |
| Total  | 10,420                                | 27,219  | 74,676  |
| Income tax expenses applicable to China operations | 10,420                                | 11,985  | 73,165  |
| Income from China operations                       | 71,497                                | 179,463 | 504,184 |
| Effective tax rate for China operations            | 15%                                   | 7%      | 15%     |

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Based on our current operating structure and preferential tax treatments available to us in China, the effective income tax rate for our China operations in 2017 was 15%, compared to 7% in 2016 and 15% in 2015. The increase in effective tax rate for China operations in 2017 as compared to 2016 was mainly due to the change in tax status of Weibo Technology in 2017 from being fully tax exempt to being subject to a reduced enterprise income tax rate of 12.5%. The decrease in effective tax rate for China operations in 2016 as compared to 2015 was mainly due to the relatively higher proportion of income achieved by Weibo Technology, which has been enjoying the tax holiday since 2015.

### *Net income*

As a result of the foregoing, our net income in 2015, 2016 and 2017 was \$35.7 million, \$277.3 million and \$349.6 million, respectively.

### *Net income attributable to SINA's ordinary shareholders*

Our net income attributable to SINA's ordinary shareholders for 2015, 2016 and 2017 was \$25.7 million, \$225.1 million and \$156.6 million, respectively.

## **B. Liquidity and Capital Resources**

|   | As of December 31, |           |           |
|---|--------------------|-----------|-----------|
|   | 2015               | 2016      | 2017      |
| Cash, cash equivalents and short-term investments | 2,209,853          | 1,797,065 | 3,372,543 |
| Working capital                                   | 1,336,098          | 1,684,789 | 2,829,813 |
| Convertible debt <sup>(1)</sup>                   | —                  | 153,092   | 879,983   |
| Total SINA shareholders' equity                   | 2,565,272          | 2,679,590 | 2,846,842 |

(1) Compared to the amount of convertible debt we recorded in 2015, the amount of our convertible debt in 2016 decreased as we allowed the holders of the convertible note to have the right, at such holder's option, to require us to repurchase for cash all of such holder's notes, or any portion thereof on December 1, 2016. We included the current portion of convertible notes amounting to \$800 million in the amount of working capital as shown in 2015. Compared to the amount of convertible debt we recorded in 2016, the amount of our convertible debt in 2017 increased due to the issuance of \$900 million convertible senior notes due 2022 by Weibo in October 2017, which bear interest at a rate of 1.25% per year.

As of December 31, 2015, 2016 and 2017, our accumulated earnings were \$548.6 million, \$435.1 million and \$37.7 million, respectively. Our total cash, cash equivalents and short-term investments as of December 31, 2015, 2016 and 2017 were \$2,209.9 million, \$1,797.1 million and \$3,372.5 million, respectively. We have funded our operations and capital expenditures primarily using cash generated from operations, proceeds received from Weibo's initial public offering and the concurrent private placement in April 2014, proceeds received from the issuance of convertible notes by us in November 2013 and by Weibo in October 2017, and the proceeds received from the private placement in November 2015. Except for the cash flow from operating activities, the increase in cash, cash equivalents, restricted cash and short-term investments as of December 31, 2017 as compared to the amount as of December 31, 2016 was primarily due to the cash received from the issuance of a \$900 million convertible senior notes by Weibo, which was partially offset by a share repurchase of \$47.6 million from the Company, in the fourth quarter of 2017. The decrease in cash, cash equivalents, restricted cash and short-term investments as of December 31, 2016 as compared to the amount as of December 31, 2015 was primarily due to a principal repayment of \$646.9 million upon the put option exercised by the holders of convertible senior note, partially offset by the operating cash inflow. We intend to continue our investment in the development and enhancement of our products, content and services, as well as investment in sales and marketing. If we are unable to generate sufficient cash from our operations in the future, we may have to finance our operations from the current funds available or seek equity or debt financing.

We are a holding company and do not have any assets or conduct any business operations in China other than our investments in our subsidiaries in China and their VIEs. As a result, if our non-China operations require cash from China, we would depend on dividend payments from our subsidiaries in China after they receive payments from our VIEs in China under various services and other arrangements. Such dividend payments are subject to various restrictions under the PRC laws and regulations. See "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Restrictions on paying dividends or making other payments to us bind our subsidiaries and VIEs in China."

We believe that our existing cash, cash equivalents and short-term investments balance is sufficient to fund our operating activities, capital expenditures and other obligations for at least the next twelve months from the date of this annual report. However, we may decide to improve our liquidity position or increase our cash reserve for future acquisitions via additional capital and/or finance funding. We may also need to raise additional funds to repurchase our convertible notes if required by our note holders. The issuance and sale of additional equity would result in further dilution to our shareholders. The incurrence of indebtedness would generate increased fixed obligations and could have operating covenants that would restrict our operations. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all.

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Because a significant amount of our future revenues may be in the form of RMB, our inability to obtain the requisite approvals for converting RMB into foreign currencies or remitting foreign currency out of China, any delays in receiving such approvals or any future restrictions on currency exchanges could limit our ability to utilize revenue generated in RMB to fund our business activities outside China, or to repay non-RMB-denominated obligations, including our debt obligations, which could have a material adverse effect on our financial condition, results of operations and liquidity. See “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Restrictions on paying dividends or making other payments to us bind our subsidiaries and VIEs in China.”

In November 2016, the FASB issued ASU No. 2016-18, Statement of Cash Flows (Topic 230): Restricted Cash. The amendments in this ASU require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash. Therefore, amounts generally described as restricted cash should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. We early adopted the amendments in 2017 on a basis of using a retrospective transition method to each period presented. Since then, the changes in restricted cash in the consolidated cash flow were no longer presented within investing activities and were retrospectively included in the changes of cash, cash equivalents and restricted cash as required.

The following tables set forth the movements of our cash, cash equivalents and restricted cash for the periods presented.

|   | For the Year Ended December 31, |                           |           |
|---|---------------------------------|---------------------------|-----------|
|   | 2015                            | 2016<br>(in \$ thousands) | 2017      |
| Net cash provided by operating activities                             | 328,138                         | 443,649                   | 596,290   |
| Net cash (used in) provided by in investing activities                | (1,025,896)                     | 945,798                   | (987,947) |
| Net cash provided by (used in) financing activities                   | 396,352                         | (603,410)                 | 886,970   |
| Effect of exchange rate changes on cash and cash equivalents          | (18,185)                        | (41,197)                  | 62,459    |
| Net increase (decrease) in cash, cash equivalents and restricted cash | (319,591)                       | 744,840                   | 557,772   |
| Cash, cash equivalents and restricted cash at the beginning of year   | 1,223,682                       | 904,091                   | 1,648,931 |
| Cash, cash equivalents and restricted cash at the end of year         | 904,091                         | 1,648,931                 | 2,206,703 |

**Operating activities**

Net cash provided by operating activities in 2017 was \$596.3 million. This was attributable to our net income of \$349.6 million, adjusted by non-cash expenses including investment related impairment of \$123.0 million, stock-based compensation of \$91.4 million, depreciation of \$28.6 million, net loss from equity method investments of \$16.1 million, allowance for doubtful accounts of \$8.5 million, partially offset by the realized gain on our investment of \$132.0 million. The net increase in cash from working capital items was \$101.7 million, mainly due to the increase in accrued expenses and other current liabilities, account payable, income tax payable and deferred revenue, partially offset by the increase in accounts receivable and amount due to customers. The increase in accrued expenses and other current liabilities and account payable resulted from the increase in payroll payable, accrued marketing expenses and accrued sales rebate. The increase in accounts receivable was in line with revenue growth.

Net cash provided by operating activities in 2016 was \$443.6 million. This was attributable to our net income of \$277.3 million, adjusted by non-cash expenses including stock-based compensation of \$73.8 million, investment related impairment of \$44.4 million, goodwill and acquired intangibles impairment of \$40.2 million, fair value change in option liability related to E-House of \$28.5 million, depreciation of \$26.6 million, allowance for doubtful accounts of \$14.6 million, partially offset by the realized gain on our investment of \$289.7 million. The net increase in cash from working capital items was \$212.3 million, mainly due to the increase in accrued expenses and other current liabilities, amount due to customers, income tax payable and deferred revenue, partially offset by the increase in accounts receivable. The increase in accrued expenses and other current liabilities resulted from the increase in payroll payable and accrued sales rebate. The increase in amount due to customers was in line with the continuous expansion of our SINA Pay online payment services. The increase in accounts receivable was in line with revenue growth.

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Net cash provided by operating activities in 2015 was \$328.1 million. This was attributable to our net income of \$35.7 million, adjusted by non-cash expenses including stock-based compensation of \$56.1 million, depreciation of \$33.2 million, dividends received from equity method investments 16.7 million, allowance for doubtful accounts of \$14.9 million, investment related impairment of \$8.5 million, partially offset by the realized gain on our investment of \$19.8 million. The net increase in cash from working capital items was \$176.1 million, mainly due to the increase in accrued expenses and other current liabilities, amount due to customers and deferred revenue. The increase in accrued expenses and other current liabilities resulted from the increase in payroll payable and content fees. The increase in amount due to customers was in line with the continuous expansion of our SINA Pay online payment services.

### ***Investing activities***

Net cash used in investing activities in 2017 was \$987.9 million. This was a result of the purchase of short-term investments of \$2,140.9 million, cash paid for long-term investments (including prepayment) of \$150.4 million and deposit repaid to E-House of \$135.4 million, partially offset by the maturities of short-term investments of \$1,166.2 million, the net proceeds of \$168.5 million received from the disposal/refund of long-term investments and consideration received from E-House for share exchange with Leju of \$127.6 million.

Net cash provided by investing activities in 2016 was \$945.8 million. This was a result of the maturities of short-term investments of \$2,153.2 million, the net proceeds of \$680.4 million received from the disposal/refund of long-term investments and deposit received from E-House of \$128.2 million, partially offset by the purchase of short-term investments of \$1,116.3 million, cash paid for long-term investments (including prepayment) of \$862.8 million and property and equipment purchases of \$37.7 million.

Net cash used in investing activities in 2015 was \$1,025.9 million. This was a result of the purchase of short-term investments of \$1,933.9 million, cash paid for long-term investments (including prepayment) of \$687.2 million, property and equipment purchases of \$45.5 million and a payment of \$21.0 million on a third-party loan, partially offset by the maturities of short-term investments of \$1,434.5 million and the net proceeds of \$227.0 million received from the disposal/refund of long-term investments.

### ***Financing activities***

Net cash provided by financing activities in 2017 was \$887.0 million, which mainly consisted of \$879.3 million of proceeds from issuance of Weibo convertible senior notes and \$87.6 million of proceeds from bank loans, partially offset by \$47.6 million paid for the repurchase of ordinary shares and \$33.7 million repayment for bank loans.

Net cash used in financing activities in 2016 was \$603.4 million, which mainly consisted of \$646.9 million paid for the partial repurchase of our convertible senior notes due 2018 and \$68.1 million repayment for bank loans, repurchase of ordinary shares of \$26.1 million, partially offset by \$104.0 million of proceeds from bank loans and \$36.0 million cash received from share option exercise.

Net cash provided by financing activities in 2015 was \$396.4 million, which mainly consisted of the net proceeds of \$456.4 million from the issuance and sale of 11,000,000 shares to New Wave and the proceeds of \$21.0 million received from a third party through long-term loan, partially offset by repurchase of ordinary shares of \$61.7 million.

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

Our success has benefited from our continuous efforts on intellectual property protection, including patent, trademark, copyright and trade secrets. See “Item 4. Information on the Company—B. Business Overview—Intellectual Property and Proprietary Rights” for a description of the protection of our intellectual property.

### **D. Trend Information**

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the period from January 1, 2017 to December 31, 2017 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial conditions.

[Table of Contents](#)**E. Off-Balance Sheet Arrangements**

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any unconsolidated third parties. In addition, we have not entered into any derivative contracts that are indexed to our shares and classified as shareholders' 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. Moreover, we do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or research and development services with us.

**F. Tabular Disclosure of Contractual Obligations**

The following table sets forth our contractual obligations as of December 31, 2017:

| Contractual Obligations                   | Payments Due by Period |                    |   |                     |                      |
|---|------------------------|--------------------|---|---------------------|----------------------|
|   | Total                  | Less Than One Year | One to Three Years<br>(in \$ thousands) | Three to Five Years | More Than Five Years |
| Operating lease obligation <sup>(1)</sup> | 46,052                 | 14,655             | 22,079                                  | 9,318               | —                    |
| Purchase commitments <sup>(2)</sup>       | 497,797                | 463,947            | 33,678                                  | 172                 | —                    |
| Short-term bank loan                      | 91,079                 | 91,079             | —                                       | —                   | —                    |
| Capital commitments <sup>(3)</sup>        | 12,237                 | 12,128             | 109                                     | —                   | —                    |
| Equity investments                        | 63,404                 | 63,404             | —                                       | —                   | —                    |
| 2018 convertible notes <sup>(4)</sup>     | 154,623                | 154,623            | —                                       | —                   | —                    |
| 2022 convertible notes <sup>(4)</sup>     | 956,750                | 13,219             | 22,500                                  | 921,031             | —                    |
| Total contractual obligations             | 1,821,942              | 813,055            | 78,366                                  | 930,521             | —                    |

- (1) Operating lease obligations include the commitments under the lease agreements for our office premises. We lease office facilities under non-cancelable operating leases with various expiration dates through 2022. Rental expenses for 2015, 2016 and 2017 were \$28.3 million, \$24.5 million and \$13.7 million, respectively. The majority of the commitments are from our office lease agreements in China.
- (2) Purchase commitments mainly include minimum commitments for internet connection, content and services related to website operation and marketing activities.
- (3) Capital commitment was primarily related to commitments on construction of our office building. In May 2013, we entered into an agreement to construct a new office building in Zhongguancun Software Park, Haidian District, Beijing, which was already completed and started to be put in use in July 2016. As of December 31, 2017, \$4.7 million of the remaining payable related to the construction was already included in accounts payable of the balance sheet.
- (4) Convertible debts includes the future maximum commitment related to the principal and interests of the convertible notes that a) we issued in November 2013 with annual interest rate of 1% and partially repurchased in December 2016, the remaining with a maturity date of December 1, 2018 and b) Weibo issued in October 30, 2017 with annual interest rate of 1.25% and a maturity date of November 15, 2022.

There are no other claims, lawsuits, investigations and proceedings, including un-asserted claims that are probable to be assessed, that have in the recent past had, or to our knowledge, are likely to have, a material impact on our financial position, results of operations or cash flow.

**G. Safe Harbor**

This annual report on Form 20-F contains forward-looking statements that relate to future events, including our future operating results and conditions, our prospects and our future financial performance and condition, all of which are largely based on our current expectations and projections. The forward-looking statements are contained principally in the sections entitled "Item 3. Key Information—D. Risk Factors," "Item 4. Information on the Company" and "Item 5. Operating and Financial Review and Prospects." These statements are made under the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. You can identify these forward-looking statements by terminology such as "may," "will," "expect," "anticipate," "future," "intend," "plan," "believe," "estimate," "is/are likely to" or other and similar expressions. Forward-looking statements involve inherent risks and uncertainties. You should not place undue reliance on these forward-looking statements.

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The forward-looking statements made in this annual report on Form 20-F relate only to events or information as of the date on which the statements are made in this annual report on Form 20-F. 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 annual report on Form 20-F completely and with the understanding that our actual future results may be materially different from what we expect.

**ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**

**A. Directors and Senior Management**

The following table provides information with respect to our directors and executive officers as of this annual report:

| Name                  | Age | Position  |
|-----------------------|-----|---|
| Charles Chao          | 52  | Chairman of the Board and Chief Executive Officer (Principal Executive Officer) |
| Bonnie Yi Zhang       | 44  | Chief Financial Officer (Principal Financial and Accounting Officer)            |
| Hong Du               | 46  | President and Chief Operating Officer   |
| Arthur Jianglei Wei   | 47  | Senior Vice President   |
| Bin Zheng             | 52  | Vice President  |
| Ter Fung Tsao         | 72  | Independent Director  |
| Yan Wang              | 45  | Independent Director  |
| Song-Yi Zhang         | 62  | Independent Director  |
| Yichen Zhang          | 54  | Independent Director  |
| James Jianzhang Liang | 48  | Independent Director  |

*Charles Chao* has served as our Chairman of the Board of Directors since August 2012 and our Chief Executive Officer since May 2006. He served as our President from September 2005 to February 2013, Chief Financial Officer from February 2001 to May 2006, Co-Chief Operating Officer from July 2004 to September 2005, and Executive Vice President from April 2002 to June 2003, Vice President of Finance from September 1999 to January 2001. Prior to joining us, Mr. Chao served as an audit manager at PricewaterhouseCoopers, LLP, an accounting firm. Prior to that, Mr. Chao was a news correspondent at Shanghai Media Group. Mr. Chao is currently the Chairman of the board of directors of our subsidiary Weibo Corporation, a leading social media company, a director of NetDragon Websoft Inc., a company providing technology for online gaming and a director of Leju, an online-to-offline (O2O) real estate services provider in China. Mr. Chao holds a Master of Professional Accounting degree from University of Texas at Austin, an M.A. in Journalism from University of Oklahoma and a B.A. in Journalism from Fudan University in Shanghai, China.

*Bonnie Yi Zhang* has served as our Chief Financial Officer since March 2015. From March 2014 to March 2015, Ms. Zhang was Chief Financial Officer of Weibo Corporation, one of our subsidiaries. Prior to joining Weibo, Ms. Zhang was the Chief Financial Officer of AdChina Ltd., a company operating an integrated internet advertising platform in China, from May 2011 to February 2014. From October 2007 to April 2011, Ms. Zhang was an audit partner of Deloitte Touche Tohmatsu based in Shanghai, with a focus on serving Chinese companies listed in the United States and Chinese companies making initial public offerings in the United States. From May 2005 to August 2007, she served as a senior manager in the National Office SEC Services group of Deloitte & Touche, LLP. While she was with that group, Ms. Zhang was primarily responsible for pre-issuance reviews of securities offering documents and periodic reports to be filed with the SEC and was primarily focusing on foreign private issuers. Ms. Zhang graduated summa cum laude in 1997 with a B.A. in Business Administration from McDaniel College in Maryland. She is a certified public accountant in the State of Maryland and is a member of the American Institution of Certified Public Accountants.

*Hong Du* has served as our President and Chief Operating Officer since February 2013 and as a director of Weibo since January 2014. Ms. Du had served as our Chief Operating Officer from February 2008 to February 2013. Ms. Du joined us in November 1999 and worked in the Business Development department until April 2004. From May 2004 to January 2005, Ms. Du served as Deputy General Manager of 1Pai.com, a joint venture between SINA and Yahoo!. Ms. Du rejoined us in January 2005 and served as our General Manager of Sales Strategy from January 2005 to March 2005, General Manager of Sales from April 2005 to August 2005, Vice President of Sales from September 2005 to February 2007, and Senior Vice President of Sales and Marketing from February 2007 to February 2008. Ms. Du holds a B.S. in Applied Chemistry from Harbin Institute of Technology and an M.S. in MIS from San Francisco State University.

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*Arthur Jianglei Wei* has served as our Senior Vice President since February 2015. Prior to joining SINA, Mr. Wei was a Vice President and the Chief Marketing Officer of Lenovo China. Mr. Wei joined Lenovo Group in 2007 and served various management positions within the group. From 1996 to 2007, Mr. Wei held several positions at Hewlett-Packard Co., in charge of marketing, business development, etc. Prior to that, Mr. Wei worked at Wyse Technology (Far East) Ltd. from 1994 to 1996 and at Beijing Hamamatsu Photonics K.K. from 1991 to 1994. Mr. Wei holds an M.B.A. from Santa Clara University.

*Bin Zheng* has served as our Senior Vice President of Human Resources since April 2018. From November 2013 to March 2018, Ms. Zheng served as our Vice President of Human Resources and was promoted to be an executive officer of SINA in June 2014, fully in charge of human resources management of both SINA and Weibo. Prior to joining us, from June 2011 to January 2013, Ms. Zheng served as Vice President of Qihoo 360 and Director of Qifei International, a subsidiary of Qihoo 360. Prior to that, Ms. Zheng served as Baidu's HR Executive Director from January 2008 to June 2011. Prior to her position in Baidu, Ms. Zheng held various Human Resources managerial roles in Fortune 500 companies, including Alcatel-Lucent, Lucent Technology Ltd. and General Electric. Ms. Zheng holds an EMBA degree from Peking University and a B.S. in Biology from Capital Normal University.

*Ter Fung Tsao* has served as a director since March 1999. Mr. Tsao has served as Chairman of Standard Foods Corporation (formerly known as Standard Foods Taiwan Ltd.), a packaged food company, since 1986. Before joining Standard Foods Taiwan Ltd., Mr. Tsao worked in several positions within The Quaker Oats Company, a packaged food company, in the United States and Taiwan. Mr. Tsao received a B.S. in Civil Engineering from Cheng Kung University in Taiwan, an M.S. in Sanitary Engineering from Colorado State University, and a Ph.D. in Food and Chemical Engineering from Colorado State University.

*Yan Wang* has served as a director since May 2003. Mr. Wang served as our Chairman of the Board of Directors from May 2008 to August 2012 and served as our Vice Chairman of the board of directors from May 2006 to May 2008. Previously, he served as our Chief Executive Officer from May 2003 to May 2006, our President from June 2001 to May 2003, our General Manager of China Operations from September 1999 to May 2001 and as our Executive Deputy General Manager for Production and Business Development in China from April 1999 to August 1999. In April 1996, Mr. Wang founded the SRSnet.com division of Beijing Stone Rich Sight Limited (currently known as Beijing SINA Information Technology Co., Ltd.), one of our subsidiaries. From April 1996 to April 1999, Mr. Wang served as the head of our SRS Internet Group. Mr. Wang holds a B.A. in Law from the University of Paris.

*Song-Yi Zhang* has served as a director since April 2004. Mr. Zhang currently serves as the Chairman of Mandra Capital. From November 1997 to November 2000, Mr. Zhang was a Managing Director of Morgan Stanley and served separately as a Managing Director in its Asia Mergers, Acquisitions, Restructuring and Divestiture Group and Co-head of its Asia Utilities/Infrastructure Group. Mr. Zhang is currently a director of Athenex, Inc.. Besides, Mr. Zhang is also an independent non-executive director of each of China Longyuan Power Group Corporation Limited and China Renewable Energy Investment Limited and a non-executive director of Jimu Group Limited. Mr. Zhang holds a J.D. degree from Yale Law School.

*Yichen Zhang* has served as a director since May 2002 and was a director of Weibo from January 2014 to January 2016. Mr. Zhang has been the Chairman and Chief Executive Officer of CITIC Capital Holdings Limited ("CCHL," formerly known as CITIC Capital Markets Holdings Ltd.), a China-focused investment management and advisory firm. Prior to founding CITIC Capital, Mr. Zhang was an Executive Director of CITIC Pacific and President of CITIC Pacific Communications. He was previously a Managing Director at Merrill Lynch responsible for Debt Capital Market activities for the Greater China region. Mr. Zhang began his career at Greenwich Capital Markets in 1987 and became Bank of Tokyo's Head of Proprietary Trading in New York in the early 1990s. Mr. Zhang returned to China in the mid-1990s and advised the Chinese Ministry of Finance and other Chinese agencies on the development of the domestic government bond market. He is also a member of the Eleventh and Twelfth National Committee of the Chinese People's Political Consultative Conference. Mr. Zhang is a graduate of Massachusetts Institute of Technology.

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*James Jianzhang Liang* has served as a director since December 2017. Mr. Liang is one of the co-founders and Executive Chairman of the board of Ctrip International, Ltd. (Nasdaq: CTRP), a leading travel service provider in China. He has been Ctrip's Chairman since August 2003. Mr. Liang served as Ctrip's chief executive officer from 2000 to January 2006, and from March 2013 to November 2016. Under his leadership, Ctrip has successfully transitioned from offline to online and from online to mobile, made strategic investments in key industry players, and cultivated and invested in new business initiatives. Mr. Liang has won many accolades for his contributions to the Chinese travel industry, including Best CEO in the Internet category in the 2016 All-Asia Executive Team Rankings by Institutional Investor and 2015 China's Business Leader of the Year by Forbes. He has also authored multiple publications, including the influential *Too Many People in China?* and the *Rise of the Network Society*. Prior to founding Ctrip, Mr. Liang held a number of technical and managerial positions with Oracle Corporation from 1991 to 1999 in the United States and China, including the head of the ERP consulting division of Oracle China from 1997 to 1999. Mr. Liang currently serves on the boards of eHi (Nasdaq: EHIC) and MakeMyTrip (Nasdaq: MMYT). He is also an economics professor at Peking University. Mr. Liang received his Ph.D. degree from Stanford University and his Master's and Bachelor's degrees from Georgia Institute of Technology. He also attended an undergraduate program at Fudan University.

There are no family relationships among any of the directors or executive officers of Sina Corporation. Our board of directors has determined that the following directors, representing a majority of our directors, are "independent" as defined under Nasdaq Marketplace Rule 5605(a)(2): Yan Wang, Ter Fung Tsao, Yichen Zhang, and Song-Yi Zhang. We intend to maintain a majority of independent directors on the Board.

### **B. Compensation**

Each non-employee director receives an annual cash retainer of \$20,000, the Chair of the Audit Committee receives an additional annual cash retainer of \$5,000 and the Chair of the Compensation Committee receives an additional annual cash retainer of \$3,000. Currently, our employee directors are not entitled to any other cash compensation in addition to their employment compensation for serving on our board of directors. In 2017, we paid an aggregate of approximately \$1.9 million in cash compensation to our executive officers and non-employee directors as a group.

In 2017, we granted an aggregate of 20,000 restricted share units to non-employee directors and an aggregate of 2,500 restricted share units to our executive officers under our share incentive plans. No options were granted to our non-employee directors or executive officers in 2017. In addition, Weibo granted an aggregate of 4,000 restricted share units under its share incentive plans to our directors and executive officers in 2017.

### **SINA's Share Incentive Plans**

#### ***Amended and Restated 2007 Share Incentive Plan***

Our 2007 share incentive plan was adopted on June 29, 2007 and amended and restated on August 2, 2010 (the "Amended and Restated 2007 Plan"). A total of 10,000,000 ordinary shares are available for issuance pursuant to awards granted under the Amended and Restated 2007 Plan. The Amended and Restated 2007 Plan permits the granting of share options, share appreciation rights, restricted share units and restricted shares. The maximum number of ordinary shares that may be granted subject to awards under the Amended and Restated 2007 Plan during any given fiscal year will be limited to 3% of the total outstanding shares of our company as of the end of the immediately preceding fiscal year, plus any shares remaining available under the share pool for the immediately preceding fiscal year. Share options and share appreciation rights must be granted with an exercise price of at least 100% of the fair market value on the date of grant.

Upon its adoption, the Amended and Restated 2007 Plan replaced our 1999 Stock Plan and 1999 Directors' Stock Option Plan. Our Amended and Restated 2007 Plan terminated on August 1, 2015. No addition awards could be made under our Amended and Restated 2007 Plan after its termination, but the termination of the plan would not impair any award previously granted under the plan.

As of March 31, 2018, there were 716,329 ordinary shares issuable upon exercise of outstanding options and vesting of outstanding restricted share units under the Amended and Restated 2007 Plan.

#### ***2015 Share Incentive Plan***

In July 2015, we adopted our 2015 share incentive plan, or the 2015 Plan. The aggregate number of shares reserved for issuance pursuant to awards under the 2015 Plan is 6,000,000 ordinary shares. The 2015 Plan permits the grant of four types of awards: share options, share appreciation rights, restricted share units and restricted shares. The maximum number of ordinary shares that may be granted subject to awards under the 2015 Plan during any given fiscal year will be limited to 3% of the total outstanding shares of our company as of the end of the immediately preceding fiscal year, plus any shares remaining available under the share pool for the immediately preceding fiscal year. As of March 31, 2018, there were 1,195,382 ordinary shares issuable upon exercise of outstanding restricted share units under the 2015 Plan.

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| Name                   | Ordinary Shares<br>Underlying<br>Outstanding<br>Options<br>and Restricted<br>Share<br>Units | Exercise Price<br>(\$/Share) | Grant Date                                   | Expiration Date                           |
|------------------------|---|------------------------------|--|---|
| Chao, Charles          | *   | 38.27                        | November 25, 2014                            | November 25, 2020                         |
|                        | *(1)  | —                            | November 25, 2014                            | —   |
| Zhang, Bonnie Yi       | *(1)  | —                            | May 6, 2016                                  | —   |
|                        | *(1)  | —                            | February 5, 2015                             | —   |
|                        | *(1)  | —                            | May 6, 2016                                  | —   |
| Du, Hong               | *   | 38.27                        | November 25, 2014                            | November 25, 2020                         |
|                        | *(1)  | —                            | November 25, 2014                            | —   |
|                        | *(1)  | —                            | May 6, 2016                                  | —   |
| Wei, Arthur Jianglei   | *(1)  | —                            | April 6, 2015                                | —   |
|                        | *(1)  | —                            | April 5, 2016                                | —   |
|                        | *(1)  | —                            | April 13, 2017                               | —   |
| Zheng, Bin             | *   | 35.69                        | January 16, 2015                             | January 16, 2021                          |
|                        | *(1)  | —                            | December 30, 2013                            | —   |
|                        | *(1)  | —                            | January 16, 2015                             | —   |
|                        | *(1)  | —                            | May 1, 2015                                  | —   |
|                        | *(1)  | —                            | April 5, 2016                                | —   |
| Tsao, Ter Fung         | *(1)  | —                            | August 8, 2014                               | —   |
|                        | *(1)  | —                            | February 19, 2016                            | —   |
|                        | *(1)  | —                            | May 5, 2017                                  | —   |
|                        | *(1)  | —                            | February 9, 2018                             | —   |
| Wang, Yan              | *(1)  | —                            | August 8, 2014                               | —   |
|                        | *(1)  | —                            | February 19, 2016                            | —   |
|                        | *(1)  | —                            | May 5, 2017                                  | —   |
|                        | *(1)  | —                            | February 9, 2018                             | —   |
| Zhang, Song-Yi         | *(1)  | —                            | August 8, 2014                               | —   |
|                        | *(1)  | —                            | February 19, 2016                            | —   |
|                        | *(1)  | —                            | May 5, 2017                                  | —   |
| Zhang, Yichen          | *(1)  | —                            | February 9, 2018                             | —   |
|                        | *(1)  | —                            | August 8, 2014                               | —   |
|                        | *(1)  | —                            | February 19, 2016                            | —   |
|                        | *(1)  | —                            | May 5, 2017                                  | —   |
| Liang, James Jianzhang | *(1)  | —                            | February 9, 2018                             | —   |
|                        | *(1)  | —                            | February 9, 2018                             | —   |
| Other employees        | *   | From \$35.69 to<br>\$45.13   | From July 20, 2012 to<br>January 16, 2015    | From July 20, 2018 to<br>January 16, 2021 |
|                        |   |                              | From December 30, 2013 to<br>January 3, 2018 |   |
|                        |   | 1,086,709 <sup>(1)</sup>     | —  | —   |
| Total                  | 1,911,711   |                              |  |   |

\* Less than one percent of the outstanding ordinary shares

(1) Restricted share units

The options granted to our directors and executive officers generally have a term of six years, but are subject to earlier termination in connection with termination of continuous service to us. Generally, option grantees may pay the exercise price via a cashless exercise procedure. The options granted to directors and executive officers vest over a four-year vesting period with 1/8th of the shares covered by the option vesting on the six-month anniversary of the grant date and the remaining shares vesting ratably on a monthly basis over the remaining vesting period. Performance-based restricted share units are settled upon the achievement by our executive officers of the service-based vesting conditions prescribed by our board of directors. The restricted share units subject to service-based vesting that were granted to our non-employee directors generally vest over a four-year period on a straight-line basis on each six-month anniversary date. The restricted share units subject to service-based vesting that were granted to our executive officers generally vest over a four-year period on a straight-line basis on each six-month anniversary date. Restricted shares units that do not vest as prescribed will be forfeited.

**Weibo's Share Incentive Plans**

Weibo, our subsidiary, adopted its 2010 Share Incentive Plan in August 2010, under which 35,000,000 ordinary shares of Weibo were initially reserved for issuance. On March 28, 2014, Weibo adopted its 2014 Share Incentive Plan, which has a term of ten years. The maximum aggregate number of shares which may be issued pursuant to all awards under the 2014 Share Incentive Plan is 5,647,872, the sum initially reserved under the 2014 Plan, plus the amount equal to 10% of the total number of our ordinary shares on an as-converted and fully diluted basis as of December 31, 2014. Weibo intends to use such share incentive plan to continue to attract and retain employee talent.

The following table summarizes, as of March 31, 2018, the options and restricted shares granted under Weibo's share incentive plans to directors and executive officers of our company and to other individuals as a group, without giving effect to the options that were exercised or restricted shares that have vested, if any.

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| Name                   | Ordinary Shares<br>Underlying<br>Outstanding<br>Options<br>and Restricted<br>Share<br>Units | Exercise Price<br>(\$/Share) | Grant Date                                 | Expiration Date                            |
|------------------------|---|------------------------------|--|--|
| Chao, Charles          | *(1)  | —                            | October 10, 2014                           | —  |
|                        | *(1)  | —                            | May 5, 2016                                | —  |
| Zhang, Bonnie Yi       | *(1)  | —                            | April 4, 2014                              | —  |
| Du, Hong               | *(1)  | —                            | April 4, 2014                              | —  |
| Wei, Arthur Jianglei   | *(1)  | —                            | October 26, 2017                           | —  |
| Zheng, Bin             | *   | 3.5                          | December 30, 2013                          | December 30, 2020                          |
|                        | *(1)  | —                            | January 28, 2015                           | —  |
|                        | *(1)  | —                            | April 20, 2016                             | —  |
| Tsao, Ter Fung         | —   | —                            | —  | —  |
| Wang, Yan              | —   | —                            | —  | —  |
| Zhang, Song-Yi         | —   | —                            | —  | —  |
| Zhang, Yichen          | *(1)  | —                            | April 4, 2014                              | —  |
| Liang, James Jianzhang | —   | —                            | —  | —  |
| Other grantees         | *   | From \$1.58 to<br>\$3.5      | From June 17, 2011 to<br>December 30, 2013 | From June 17, 2018 to<br>December 30, 2020 |
|                        |   |                              | From April 4, 2014 to<br>February 8, 2018  | —  |
| Total                  | 2,817,663 <sup>(1)</sup><br>3,501,726   | —                            |  | —  |

\* Less than one percent of the total outstanding ordinary shares of Weibo

(1) Restricted share units of Weibo

### Change in Control and Severance Agreements

Certain of our executive officers are entitled to receive cash payments and other benefits upon the occurrence of termination of employment or a change in control of our company when certain conditions are satisfied. See “—C. Board Practices—Potential Payments upon Termination or Change in Control” below.

#### C. Board Practices

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

Our Amended and Restated Articles of Association currently authorize a board of not less than two directors.

We currently have six members of the board of directors. All members of the Board, except for the CEO, shall retire from office by rotation at our annual general meeting. Pursuant to our Amended and Restated Articles of Association, except for our CEO, who has been designated by the board as the managing director of our company and, as such, has a permanent seat on the board, one-third of the directors, or if their number is not three or a multiple of three, then the number nearest to, but not exceeding, one-third, shall retire from office by rotation at each annual general meeting. The directors to retire at each annual general meeting shall be those who have been longest in office since their last election. In addition, pursuant to our Amended and Restated Articles of Association, any director appointed by our board of directors shall hold office only until the next following annual general meeting of our company and shall then be eligible for re-election at that meeting. Based on our current board composition, Yan Wang and James Jianzhang Liang will retire and be eligible for re-election at our 2018 annual general meeting; Song-Yi Zhang and Ter Fung Tsao will retire and be eligible for re-election at our 2019 annual general meeting; Yichen Zhang will retire and be eligible for re-election at our 2020 annual general meeting. For the period during which each director has served on the Board, please refer to “Item 6. Directors, Senior Management and Employees—A. Directors and Senior Management” above.

Our officers are elected by and serve at the discretion of the board of directors. Our employment agreements with our officers have a term of three or four years and may be extended for an additional one-year period after the end of original term. For the period during which each officer has served in office, please refer to “Item 6. Directors, Senior Management and Employees—A. Directors and Senior Management” above.

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**Board Committees**

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

**Audit Committee.** Our Audit Committee consists of Song-Yi Zhang and Ter Fung Tsao, and Song-Yi Zhang is the chairman. The board has determined that all members of the Audit Committee are independent under the standards set forth in Rule 10A-3 under the Securities Act of 1933, as amended, and in Nasdaq Listing Rules 5605, and each of them is able to read and understand fundamental financial statements. In addition, the board has determined that Song-Yi Zhang qualifies as an "audit committee financial expert" as defined in the instructions to Item 16A of the Form 20-F. Our Audit Committee is responsible for, among other things:

*Independent accountant*

1. Appoint the independent accountant for ratification by the stockholders and approve the compensation of and oversee the independent accountant.
2. Confirm that the proposed audit engagement team for the independent accountant complies with the applicable auditor rotation rules.
3. Ensure the receipt of, and review, a written statement from our independent accountant regarding the independent accountant's independence in accordance with applicable requirements of the Public Company Accounting Oversight Board regarding the independent accountants' communications with the Audit Committee concerning independence.
4. Review with our independent accountant any disclosed relationship or service that may impact the objectivity and independence of the accountant.
5. Pre-approve all audit services and permitted non-audit services to be provided by the independent accountant as required by the Securities Exchange Act of 1934, as amended (the "Exchange Act").
6. Review the plan for and the scope of the audit and related services at least annually.

*Financial Reporting*

7. Review and discuss with finance management our company's earnings press releases as well as earnings guidance provided to analysts.
8. Review the annual reports of our company with finance management and the independent accountant prior to filing of the reports with the SEC.
9. Review with finance management and the independent accountant at the completion of the annual audit:
  - a. Our company's annual financial statements and related footnotes;
  - b. The independent accountant's audit of the financial statements;
  - c. Any significant changes required in the independent accountant's audit plan;
  - d. Any serious difficulties or disputes with management encountered by the independent accountant during the course of the audit; and
  - e. Other matters related to the conduct of the audit which are to be communicated to the Committee under generally accepted auditing standards.

*Related Party and Relationship Disclosure*

10. Ensure the receipt of, and review, a report from the independent accountant required by Section 10A of the Exchange Act.

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11. Oversee our company's compliance with SEC requirements for disclosure of accountant's services and Audit Committee members and activities.
12. Review and approve all related party transactions other than compensation transactions.

### *Critical Accounting Policies & Principles and Key Transactions*

13. Review with finance management and the independent accountant at least annually our company's application of critical accounting policies and its consistency from period to period, and the compatibility of these accounting policies with generally accepted accounting principles, and (where appropriate) our provisions for future occurrences which may have a material impact on the financial statements of our company.
14. Oversee our company's finance function, which may include the adoption from time to time of a policy with regard to the investment of our assets.
15. Periodically discuss with the independent accountant, without Management being present, (i) their judgments about the quality, appropriateness, and acceptability of our company's accounting principles and financial disclosure practices, as applied in its financial reporting, and (ii) the completeness and accuracy of our company's financial statements.
16. Review and discuss with finance management all material off-balance sheet transactions, arrangements, obligations (including contingent obligations) and other relationships of our company with unconsolidated entities or other persons, that may have a material current or future effect on financial condition, changes in financial condition, results of operations, liquidity, capital resources, capital reserves or significant components of revenues or expenses.

### *Internal Control and Related Matters*

17. Oversee the adequacy of our company's system of internal controls. Obtain from the independent accountant management letters or summaries on such internal controls. Review any related significant findings and recommendations of the independent accountant together with management's responses thereto.
18. Oversee our company's Anti-Fraud and Whistleblower Program.
19. Perform annual self-assessment on Audit Committee effectiveness.

In addition to the above responsibilities, the Audit Committee shall undertake such other duties as the board delegates to it or that are required by applicable laws, rules and regulations.

Finally, the Audit Committee shall ensure that our independent accountant understand both (i) their ultimate accountability to the board and the Audit Committee, as representatives of our shareholders and (ii) the Board's and the Audit Committee's ultimate authority and responsibility to select, evaluate and, where appropriate, replace our independent accountant (or to nominate the outside accountant to be proposed for shareholder approval in any proxy statement).

**Compensation Committee.** Our Compensation Committee consists of Mr. Yan Wang and Mr. Yichen Zhang. The members of the Compensation Committee satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market. Our Compensation Committee is responsible for establishing and monitoring the general compensation policies and compensation plans of our company, as well as the specific compensation levels for executive officers. It also administers the granting of equity awards to executive officers under our share incentive plans.

**Nominating and Corporate Governance Committee.** Our Nominating and Corporate Governance Committee consists of Mr. Yan Wang and Mr. Yichen Zhang. Yicheng Zhang is the chairman of the committee. The members of the Nominating and Corporate Governance Committee satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market. The Nominating and Corporate Governance Committee assists the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The Nominating and Corporate Governance Committee is responsible for, among other things:

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- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

### ***Potential Payments upon Termination or Change in Control***

We have entered into contracts with our executive director and officers, including Mr. Charles Chao, our Chief Executive Officer and a director of our Company, which provide for potential payments upon termination or change in control.

### ***Terms of Potential Payments—Termination***

We have entered into an employment agreement with our executive director and officers providing, among other things, that in the event that employment of such executive director or officer is terminated without cause or if a constructive termination occurs (either event, an “Involuntary Termination”), such executive director or officer shall be entitled to receive payment of severance benefits equal to his or her regular monthly salary for twelve months (or in the case of Charles Chao, (i) eighteen months if the remaining term of his employment agreement (the “Remaining Term”) is more than or equal to eighteen months, (ii) the Remaining Term if the Remaining Term is less than eighteen months but more than twelve months, or (iii) twelve months if the Remaining Term is equal to or less than 12 months (the “Severance Period”)), provided that the executive director or officer executes a release agreement at the time of such termination. An amount equal to six months of such severance benefits shall be paid on the six-month anniversary of the termination date, and the remaining severance benefits shall be paid ratably over the following six-month period (or in the case of Mr. Chao, over the remaining Severance Period) in accordance with our standard payroll schedule. Additionally, upon an Involuntary Termination, such executive officer will be entitled to receive any bonus earned as of the date of such termination, which amount shall be paid on the six-month anniversary of such executive officer’s termination date. We will also reimburse such executive director and officer over the twelve months following termination (or in the case of Mr. Chao, over the Severance Period) for health insurance benefits with the same coverage provided to such executive officer prior to his or her termination, provided that reimbursement for the first six months shall be paid on the six-month anniversary of such executive officer’s termination date and reimbursement for any remaining health insurance benefits shall be paid on the first day of each month during which such executive officer receives such health insurance benefits. Any unvested share options or shares of restricted stock held by such executive officer as of the date of his or her Involuntary Termination will vest as to that number of shares that such executive officer would have vested over the twelve-month period following his or her termination (or in the case of Mr. Chao, during the Severance Period) if he or she had continued employment with our company through such period, and such executive officer shall be entitled to exercise any such share options through the date that is the later of (x) the 15th day of the third month following the date the share options would otherwise expire, or (y) the end of the calendar year in which the share options would otherwise expire. Such executive officer is not eligible for any severance benefits if his employment is terminated voluntarily or if he or she is terminated for cause.

In the event that an executive officer voluntarily elects to terminate his or her employment, he or she will receive payment (s) for all salary and unpaid vacation accrued as of the date of his termination of employment and his or her benefits will be continued in accordance with our then-existing benefits plans and policies in effect on the date of termination and in accordance with applicable law. In the event that an executive officer’s employment is terminated for cause, then he or she shall not be entitled to receive payment of any severance benefits, but he will receive payment(s) for all salary and unpaid vacation accrued as of the date of such termination and his or her benefits will be continued in accordance with our then-existing benefits plans and policies in effect on the date of termination and in accordance with applicable law.

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In the event that an executive officer's employment with our company terminates as a result of his or her death or disability, such executive officer's estate or representative will receive the amount of such executive officer's target bonus for the fiscal year in which the death or disability occurs to the extent that the bonus has been earned as of the date of such death or disability, as determined by the board of directors or the Compensation Committee based on the specific corporate and individual performance targets established for such fiscal year.

### ***Terms of Potential Payments—Change in Control***

In addition to the employment agreements described above, we have also entered into a change in control agreement with its executives. Under the change in control agreements, in general, a change in control shall be deemed to occur if (i) any person or entity acquires fifty percent or more of the combined voting power of our outstanding securities, (ii) during any period of two consecutive years there is an unwelcome change in a majority of the members of our board of directors, (iii) we merge or consolidate with another organization (other than a merger where our shareholders continue to own more than fifty percent of the combined voting power and with the power to elect at least a majority of the board of directors), (iv) our shareholders approve a complete liquidation or an agreement for the sale or disposition of all or substantially all of our assets or (v) there occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act.

The change in control agreement provides for certain benefits in the event of a change in control as well as in the event of an involuntary termination after a change in control. Upon a change in control in which the successor corporation does not assume outstanding options, all such options shall become fully vested and exercisable. In addition, if an executive officer's employment with our company is terminated without cause or if he or she resigns for good reason (as such terms are defined in the change in control agreements) within 24 months following a change in control, such executive officer will receive a pro-rata amount of the full value of any targeted annual bonus for the year in which his or her employment is terminated, the greater of 100% of his or her annual base salary and 100% of his or her targeted annual bonus for the year in which his or her employment is terminated, reimbursement in full of the applicable insurance premiums for him or her and his or her eligible dependents for the first eighteen months that he or she and his or her dependents are eligible for health insurance coverage if a continuance of health insurance benefits are elected, continued D&O insurance coverage for six years after his or her termination, an acceleration of all stock awards that are unvested as of his or her termination date and a tax gross up for any excise tax imposed by Internal Revenue Code Section 4999. If the termination is by reason of death or disability within 24 months following a change in control, such executive officer or his or her estate will be entitled to continued payment of his or her full base salary at the rate then in effect on the date of termination for a period of one year from the date of termination. The change in control agreement also provides for a payment of an amount equal to the full value of the excise tax imposed by Section 4999 of the Internal Revenue Code should the executive officer be subject to the excise tax on golden parachute payments under the Internal Revenue Code.

Except as set forth in Item 6.B. and Item 6.C., we have no service contracts with any of our directors that provide benefits to them upon termination.

### **D. Employees**

We had 7,646, 7,308 and 8,224 employees respectively as of December 31, 2015, 2016 and 2017. Currently most of them were employed in the PRC with the remaining employed in the United States, Hong Kong and Taiwan. From time to time we employ independent contractors to support our production, engineering, marketing and sales departments. The number of independent contractors employed during 2017 was not significant. Our Chinese employees are members of a labor association that represents employees with respect to labor disputes and other employee matters. To date, we have not experienced a work stoppage or a labor dispute that has interfered with our operations.

### **E. Share Ownership**

The following table sets forth certain information that has been provided to us with respect to the beneficial ownership of our ordinary shares as of March 31, 2018 by:

- each shareholder known to us own beneficially more than 5% of the ordinary shares;
- each director;

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- each of our executive officers listed in “Directors and Senior Management” above; and
- all of our current directors and executive officers as a group.

Percentage of beneficial ownership is based on 71,470,468 ordinary shares (excluding 10,079,948 ordinary shares that have been repurchased but not cancelled) outstanding as of March 31, 2018 together with options that are exercisable within 60 days from March 31, 2018 and shares issuable upon vesting of restricted share units within 60 days from March 31, 2018 for each shareholder. Beneficial ownership is determined in accordance with the rules of the SEC.

|   | Ordinary Shares Beneficially Owned |                  | Class A Preference Shares Beneficially Owned | Voting Power     |
|---|------------------------------------|------------------|--|------------------|
|   | Number                             | % <sup>(1)</sup> | Number                                       | % <sup>(2)</sup> |
| <b>Major Shareholders</b>                                       |                                    |                  |  |                  |
| New Wave MMXV Limited <sup>(3)</sup>                            | 7,944,386                          | 11.1             | 7,150  | 55.6             |
| Schroder Investment Management North America Inc <sup>(4)</sup> | 3,977,803                          | 5.6              | —  | 2.8              |
| <b>Directors and Executive Officers</b>                         |                                    |                  |  |                  |
| Charles Chao <sup>(5)</sup>                                     | 8,468,666                          | 11.8             | 7,150  | 55.9             |
| Bonnie Yi Zhang   | *                                  | *                | —  | *                |
| Hong Du   | *                                  | *                | —  | *                |
| Arthur Jianglei Wei   | *                                  | *                | —  | *                |
| Bin Zheng   | *                                  | *                | —  | *                |
| Ter Fung Tsao <sup>(6)</sup>                                    | *                                  | *                | —  | *                |
| Yan Wang  | *                                  | *                | —  | *                |
| Song-Yi Zhang <sup>(7)</sup>                                    | *                                  | *                | —  | *                |
| Yichen Zhang <sup>(8)</sup>                                     | *                                  | *                | —  | *                |
| James Jianzhang Liang <sup>(9)</sup>                            | —                                  | —                | —  | —                |
| All directors and executive officers as a group                 | 8,990,377                          | 12.5             | 7,150  | 56.2             |

\* Less than one percent of the outstanding ordinary shares or less than one percent of voting power.

\*\* Except otherwise disclosed in this annual report, the business address of our directors and executive officers is 7/F SINA Plaza No. 8 Courtyard 10 West, Xibeiwang East Road, Haidian District, Beijing 100193, People’s Republic of China.

- (1) For each named person, the percentage ownership includes ordinary shares which the person has the right to acquire within 60 days after March 31, 2018. However, such shares shall not be deemed outstanding with respect to the calculation of ownership percentage for any other person.
- (2) For each named person or group included in this column, the percentage of total voting power represents voting power based on both ordinary shares and class A preference shares held by such person or group with respect to all of our outstanding ordinary shares and class A preference shares as one class as of March 31, 2018. Each ordinary share is entitled to one vote per share. Each class A preference shares is entitled to 10,000 votes per share as of March 31, 2018 on all matters subject to a shareholders’ vote, provided that (i) when New Wave sells or otherwise transfers any number of ordinary shares held by it to a third party which is not an affiliate of New Wave, the number of votes that each class A preference share is entitled to will be reduced proportionally; (ii) on any resolution to elect a director where the nominee is an executive officer of our company, the votes attaching to the class A preference shares on such resolution shall not be counted if a majority of the votes cast by the holders of our ordinary shares is against the appointment of such nominee; (iii) for all matters that are required to be subject to shareholder approval under Rule 5635 of the Nasdaq Stock Market Rules, New Wave shall vote the class A preference shares in accordance with the recommendation of our board of directors to the extent the board determines to submit any such matter to shareholder approval; and (iv) If New Wave transfers the class A preference shares to a third party which is not an affiliate of New Wave, or when New Wave ceases to be controlled by any person holding executive office in the Company, the class A preference shares shall cease to have any voting right.
- (3) New Wave MMXV Limited, or New Wave, is a company incorporated in British Virgin Islands and controlled by Mr. Charles Chao. Mr. Chao is the sole director of New Wave. The 7,944,386 ordinary shares held by New Wave are subject to a share mortgage for the benefit of Credit Suisse AG Hong Kong Branch, or Credit Suisse, a third-party lender that has entered into a margin loan facility agreement and related share mortgage with New Wave to provide financing for the purchase of the ordinary shares purchased by New Wave from us. The address of New Wave is Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands.
- (4) Beneficial ownership calculation is based solely on a review of a Schedule 13G filed with the SEC on February 9, 2017. The address of Schroder Investment Management North America Inc is 875 Third Ave, 22nd Floor, New York, NY 10022.
- (5) Includes 7,944,386 ordinary shares and 7,150 class A preference shares held by New Wave, 381,780 shares held by Mr. Chao, 52,500 shares issuable upon exercise of options exercisable within 60 days from March 31, 2018, and 90,000 shares issuable upon vesting of restricted share units within 60 days from March 31, 2018.
- (6) The address of Mr. Tsao is c/o Standard Foods Corporation, 8th Floor, No. 136 Jen Ai Road, Section 3, Taipei 10657, Taiwan.
- (7) The address of Mr. Song-Yi Zhang is c/o Flat 8A, Magazine Court, 5-7 Magazine Gap Road, Mid-Levels, Hong Kong.
- (8) The address of Mr. Yichen Zhang is c/o CITIC 26/F CITIC Tower, Tim Mei Avenue, Central Hong Kong.
- (9) The address of Mr. James Jianzhang Liang is c/o Building 16, Sky SOHO, 968 Jinzhong Road, Shanghai 200335, People’s Republic of China.



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For information regarding the options held by our directors and executive officers as well as the arrangements involving the employees in the capital of our company, see “Item 6. Directors, Senior Management and Employees—B. Compensation—SINA’s Share Incentive Plans.”

**ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**

**A. Major Shareholders**

For information regarding major shareholders, please refer to “Item 6. Directors, Senior Management and Employees—E. Share Ownership.”

Our major shareholders do not have voting rights that are different from other shareholders. Pursuant to a registration rights agreement we entered into with New Wave on November 6, 2015, we agreed to provide New Wave with certain registration rights in respect of our ordinary shares owned by New Wave. See “—B. Related Party Transactions—Transactions and Agreements with Directors and Officers—Registration Rights Agreement.”

As of March 31, 2018, 63,488,609 ordinary shares, or 88.8% of our total outstanding ordinary shares (excluding ordinary shares that have been repurchased but not cancelled), were held by 32 record shareholders in the United States, almost totally held by Cede & Co. The number of beneficial owners of our ordinary shares in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States. We are not directly or indirectly controlled by another corporation, any foreign government or any other natural or legal person.

To our knowledge, to fund part of the subscription price for the 11,000,000 ordinary shares issued to New Wave on November 6, 2015, New Wave entered into a margin loan facility agreement with Credit Suisse, a third-party lender, on November 4, 2015 (as amended on November 9, 2016), pursuant to which New Wave obtained a 24-month term loan from Credit Suisse in the principal amount of \$230 million. In connection with the loan facility, New Wave entered into an equitable share mortgage with Credit Suisse, pursuant to which New Wave granted mortgage in favor of Credit Suisse over all of its right, title and interest in and to 11,000,000 ordinary shares acquired by New Wave including all benefits, present and future, actual and contingent accruing in respect of the shares, as a continuing security for the discharge of its obligations under the facility agreement. Except for the above, we are not aware of any arrangement that may, at a subsequent date, result in a change in control of our company.

**B. Related Party Transactions**

Except for the transactions disclosed below in this Item 7.B., since the beginning of 2012, there has not been, nor is there currently proposed, any transaction or series of similar transactions to which we were or are a party and in which any director, executive officer or beneficial holder of more than 10% of any class of our voting securities or such person’s immediate family members or controlled enterprises had or will have a direct or indirect material interest other than as described below and elsewhere in this annual report. It is our policy that future transactions between us and any of our directors, executive officers or related parties will be subject to the review and approval of our Audit Committee or other committee comprised of independent, disinterested directors.

Our Code of Ethics states that a conflict of interest may exist whenever a relationship of an employee, officer or director, or one of their family members, is inconsistent with our company’s best interests or could cause a conflict with job responsibilities. Under our Code of Ethics, if our employees, officers and directors have any question regarding whether a conflict of interest exists, they are required to consult with their immediate supervisor or our Compliance Officer. If they become aware of a conflict or potential conflict, they are required to bring it to the attention of their immediate supervisor or the Compliance Officer.

Our Insider Trading Policy applicable to all employees, officers and directors and their family members prohibits trading based on material, non-public information regarding our company or disclosure of such information for trading in our securities.

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Potential criminal and civil liability and disciplinary actions for insider trading are set forth in our Insider Trading Policy. Our Chief Financial Officer serves as our Insider Trading Compliance Officer for the implementation of our Insider Trading Policy. Our Insider Trading Policy is delivered to all new employees and consultants upon the commencement of their relationships with our company and is circulated to all personnel at least annually.

All transactions between Weibo and us were eliminated in our consolidated financial statements.

**Agreements with Weibo**

Weibo Corporation, or Weibo, which became listed on the Nasdaq Global Select Market in April 2014, is currently our majority-owned subsidiary. Prior to the initial public offering of Weibo, we provided Weibo with financial, accounting, administrative, sales and marketing, legal and human resources services, as well as the services of a number of our executive officers and other employees, the costs of which were allocated to Weibo based on proportion of revenues, infrastructure usage and labor usage attributable to our business, among other things. We have entered into agreements with Weibo with respect to various ongoing relationships between us. These include a master transaction agreement, a transitional service agreement, a non-competition agreement and a sales and marketing services agreement. The following are summaries of these agreements and of an intellectual property license agreement that we entered into with Weibo in April 2013.

***Master Transaction Agreement***

The master transaction agreement contains provisions relating to Weibo's carve-out from us. Pursuant to this agreement, Weibo is responsible for all financial liabilities associated with the current and historical social media business and operations that have been conducted by or transferred to it, and we are responsible for financial liabilities associated with all of our other current and historical businesses and operations, in each case regardless of the time those liabilities arise. The master transaction agreement also contains indemnification provisions under which Weibo and our company indemnify each other with respect to breaches of the master transaction agreement or any related inter-company agreement.

In addition, Weibo has agreed to indemnify us against liabilities arising from misstatements or omissions in the prospectus or the registration statement of which it is a part in connection with Weibo's initial public offering, except for misstatements or omissions relating to information that we provided to Weibo specifically for inclusion in the prospectus or the registration statement of which it forms a part. Weibo also has agreed to indemnify us against liabilities arising from any misstatements or omissions in its subsequent SEC filings and from information it provides to us specifically for inclusion in our annual reports or other SEC filings following the completion of Weibo's initial public offering, but only to the extent that the information pertains to Weibo or Weibo's business or to the extent we provide Weibo prior written notice that the information will be included in our annual reports or other subsequent SEC filings and the liability does not result from the action or inaction of us. Similarly, we will indemnify Weibo against liabilities arising from misstatements or omissions in our subsequent SEC filings or with respect to information that we provided to Weibo specifically for inclusion in the prospectus, the registration statement of which the prospectus forms a part in connection with Weibo's initial public offering, or Weibo's annual reports or other SEC filings following the completion of its initial public offering.

The master transaction agreement also contains a general release, under which the parties will release each other from any liabilities arising from events occurring on or before the initial filing date of the registration statement in connection with Weibo's initial public offering, including in connection with the activities to implement the offering. The general release does not apply to liabilities allocated between the parties under the master transaction agreement or the other inter-company agreements.

Furthermore, under the master transaction agreement, Weibo has agreed to use its reasonable best efforts to use the same independent certified public accounting firm selected by us and to maintain the same fiscal year as us until our first fiscal year-end following the earlier of (1) the first date when we no longer own at least 20% of the voting power of Weibo's then outstanding securities and (2) the first date when we cease to be the largest beneficial owner of Weibo's then outstanding voting securities (without considering holdings by certain institutional investors). This earlier date is referred to as the control ending date. Weibo also has agreed to use its reasonable best efforts to complete its audit and provide us with all financial and other information on a timely basis so that we may meet our deadlines for our filing of annual and quarterly financial statements.

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Under the master transaction agreement, the parties also agree to cooperate in sharing information and data collected from each party's business operation, including without limitation user information and data relating to user activities. The parties agree not to charge any fees for their cooperation provided under the agreement unless they separately and explicitly agree otherwise.

The master transaction agreement will automatically terminate five years after the first date upon which we cease to own in aggregate at least 20% of the voting power of Weibo's then outstanding securities, provided that the agreement on sharing information and data will terminate on the earlier of (1) the fifteenth anniversary of the commencement of the cooperation period or (2) five years after the first date upon which we cease to own in aggregate at least 20% of the voting power of Weibo's then outstanding securities. This agreement can be terminated early or extended by mutual written consent of the parties. The termination of this agreement will not affect the validity and effectiveness of the transitional services agreement, the non-competition agreement and the sales and marketing services agreement.

### ***Transitional Services Agreement***

Under the transitional services agreement, we agree that, during the service period, as described below, we will provide Weibo with various corporate support services, including but not limited to:

- administrative support;
- operational management support;
- legal support;
- technology support; and
- provision of office facilities.

We also may provide Weibo with additional services that we and Weibo may identify from time to time in the future.

The price to be paid for the services provided under the transitional service agreement will be the actual direct and indirect costs of providing such services. Direct costs include labor-related compensation and travel expenses and materials and supplies consumed in performing the services. Indirect costs include office occupancy, information technology supervision and other overhead costs of the department incurring the direct costs of providing the services.

The transitional service agreement provides that the performance of a service according to the agreement will not subject the provider of such service to any liability whatsoever except as directly caused by the gross negligence or willful misconduct of the service provider. Liability for gross negligence or willful misconduct is limited to the lower of the price paid for the particular service or the cost of the service's recipient performing the service itself or hiring a third party to perform the service. Under the transitional services agreement, the service provider of each service is indemnified by the recipient against all third-party claims relating to provision of services or the recipient's material breach of a third-party agreement, except where the claim is directly caused by the service provider's gross negligence or willful misconduct.

The service period under the transitional services agreement commences in March 2014 and will end on the expiration of five years thereafter. Weibo may terminate the transitional services agreement with respect to either all or part of the services by giving 90-day prior written notice to us and paying a termination fee equal to the direct costs incurred by us in connection with its provision of services at the time of the early termination. We may terminate this agreement with respect to either all or part of the services by giving us a 90-day prior written notice if we cease to own in aggregate at least 20% of the voting power of Weibo's then outstanding securities or cease to be the largest beneficial owner of Weibo's then outstanding voting securities, without considering holdings of institutional investors that have acquired Weibo's securities in the ordinary course of their business and not with the purpose or the effect of changing or influencing control of Weibo.

### ***Non-competition Agreement***

Our non-competition agreement with Weibo provides for a non-competition period beginning upon the completion of Weibo's initial public offering and ending on the later of (1) five years after the first date when we cease to own in aggregate at least 20% of the voting power of Weibo's then outstanding securities and (2) fifteenth anniversary of the completion of Weibo's initial public offering. This agreement can be terminated early by mutual written consent of the parties.

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We have agreed not to compete with Weibo during the non-competition period in the business that is of the same nature as the microblogging and social networking business operated by Weibo as of the date of the agreement, except for owning non-controlling equity interest in any company competing with Weibo. Weibo has agreed not to compete with us during the non-competition period in the businesses currently conducted by us, as described in our periodic filings with the SEC, other than the microblogging and social networking business currently operated by Weibo as of the date of the agreement, except for owning non-controlling equity interest in any company competing with our company.

The non-competition agreement also provides for a mutual non-solicitation obligation that neither Weibo nor we may, during the non-competition period, hire, or solicit for hire, any active employees of or individuals providing consulting services to the other party, or any former employees of or individuals providing consulting services to the other party within six months of the termination of their employment or consulting services, without the other party's consent, except for solicitation activities through generalized non-targeted advertisement not directed to such employees or individuals that do not result in a hiring within the non-competition period.

### ***Sales and Marketing Services Agreement***

Under our sales and marketing services agreement with Weibo, Weibo agrees that we will be its sales and marketing agent within the service period commencing in March 2014 and ending on the earlier of (1) the fifteenth anniversary of the commencement of the service period or (2) five years after the first date upon which we cease to own in aggregate at least 20% of the voting power of Weibo's then outstanding securities.

The fee to be reimbursed for the services provided under this agreement shall be the reasonably allocated direct and indirect costs of providing such services. Direct costs include labor-related compensation and travel expenses and materials and supplies consumed in performing the services. Indirect costs include office occupancy, information technology support and other overhead costs of the department incurring the direct costs of providing the service.

### ***Intellectual Property License Agreement***

The intellectual property license agreement was entered into by and between Weibo and us as a part of Ali WB's purchase of Weibo's ordinary and preferred shares in April 2013. Under the intellectual property license agreement, we grant Weibo and its subsidiaries a perpetual, worldwide, royalty-free, fully paid-up, non-sublicensable, non-transferable, limited, exclusive license of trademarks, including “新浪微博,” “ 微博 “ and “ 新浪微博 ,” and a non-exclusive license of certain other intellectual property owned by us to make, sell, offer to sell and distribute products, services and applications on a microblogging and social networking platform. Weibo grants us and our affiliates a non-exclusive, perpetual, worldwide, non-sublicensable, non-transferable limited license of certain of our intellectual property to use, reproduce, modify, prepare derivative works of, perform, display or otherwise exploit such intellectual property. This agreement commenced on April 29, 2013 and will continue in effect unless terminated by us in case of Weibo's breach as provided in the agreement.

### ***Agreements with Weibo and Alibaba***

In April 2013, concurrently with forming a strategic alliance with several of our affiliated entities, Alibaba invested \$585.8 million through Ali WB, its wholly owned subsidiary, to purchase Weibo's ordinary and preferred shares representing approximately 18% of Weibo's then total outstanding shares on a fully diluted basis. The following are summaries of our strategic alliance with Alibaba and major rights that Ali WB has as Weibo's shareholder.

### ***Shareholders' Agreement***

Under the shareholders' agreement among us, Weibo and Ali WB, Ali WB has the right of first offer if (1) our company or any of our wholly owned subsidiaries desires to sell all or any portion of our shares in Weibo to a third party other than up to 7,000,000 ordinary shares, or (2) any management shareholder of Weibo desires to sell all or any portion of Weibo's shares such shareholder holds to a third party other than up to 20% of the ordinary shares held by such shareholder as of April 29, 2013. In addition, Ali WB has the right to purchase any new securities issued by Weibo to any person, based on Ali WB's pro rata shareholding percentage on an as-converted basis.

### ***Voting Agreement***

We entered into a voting agreement with Ali WB in April 2014, pursuant to which Ali WB has the right to appoint or nominate such number of directors of Weibo as is proportional to the percentage of its ownership in Weibo on a fully diluted basis (such number of directors to be rounded down the closest integer). Nevertheless, the number of Weibo's non-independent directors Ali WB is entitled to appoint or nominate shall be no fewer than one director but no greater than the number of directors appointed or nominated by us as long as Ali WB holds less shares in Weibo than us. Ali WB's board representation rights will terminate in the event that more than 50% of its acquired shares in Weibo, being the total shares of Weibo acquired by Ali WB in April 2013 and through the exercise of Ali WB's option under the shareholders' agreement, are transferred by Ali WB or its permitted transferees to one or more third parties or are no longer held by Alibaba directly, or indirectly through certain subsidiaries. Ali WB may assign its board representation rights to a qualified new investor to whom Ali WB transfers at least 50% of its acquired shares and who meets the requirements set forth in the shareholders' agreement and the directors to be appointed by such new qualified investor must meet qualifications set forth in the voting agreement.

### ***Registration Rights Agreement***

We entered into a registration rights agreement with Weibo and Ali WB in March 2014. Under the registration rights agreement, each of our Company and Ali WB has the right to require Weibo to register the public sale of all the shares owned by these two shareholders as well as the right to participate in registrations of shares by Weibo or any of other shareholders of Weibo. We and Ali WB have customary rights under the registration rights agreement, such as no more than two (2) demand registration rights, unlimited piggyback registration rights, shelf registration rights and rights to request us to pay registration expenses and to bear indemnification liability.

### **Transactions and Agreements with Directors and Officers**

#### ***Share Issuance to Management***

In June 2015, we entered into a share subscription agreement with our chairman of board and chief executive officer, Mr. Charles Chao, pursuant to which we issued 11,000,000 ordinary shares to New Wave, a British Virgin Islands company controlled by Mr. Charles Chao, our chairman of the board and chief executive officer, for a total subscription price of \$456 million at a closing that occurred on November 6, 2015. The shares issued to New Wave are subject to a lock-up restriction for six months following the closing.

On November 6, 2017, we entered into a share subscription agreement with New Wave, pursuant to which we issued to New Wave 7,150 newly created class A preference shares, at par value of US\$1.00 per share. The class A preference shares have no economic rights nor any right to dividend or other distribution. Subject to certain restrictions, the class A preference shares are entitled to vote on all matters submitted to our general meeting. Each class A preference share initially has 10,000 votes, which number of votes will be reduced proportionally if New Wave transfers any number of our ordinary shares it holds to a non-affiliate third party. Immediately following the share issuance, New Wave's aggregate voting power in the Company increased from approximately 11.1% to approximately 55.5%.

#### ***Registration Rights Agreement***

On November 6, 2015, we entered into a registration rights agreement with New Wave, pursuant to which we agreed to provide New Wave with certain registration rights in respect of our ordinary shares held by it.

After the expiration of the six-month lock-up period and upon receipt of a written request from New Wave requesting us to effect a registration under the Securities Act of 1933, as amended, covering all of part of the shares held by New Wave, we shall, as soon as practicable, but in no event later than thirty (30) days (excluding any days which occur during a permitted blackout period (as such term is defined in the registration rights agreement)) after receipt of such written request, file with the SEC, and use its reasonable best efforts to cause to be declared effective, a registration statement, or a Shelf Registration Statement, provided, however, that we shall not be obligated to effect any such registration if the aggregate price (net of any underwriters' discounts or commissions) of the sale of shares relating to such registration is less than \$10,000,000. We shall file with the SEC, and use reasonable best efforts to cause to be declared effective, a Shelf Registration Statement on each of November 6, 2017 and 2018, the second and third anniversaries of the closing date, covering the number of shares for which registration is requested by New Wave.

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If, at any time, we file a registration statement with the SEC, New Wave will be entitled, subject to certain exceptions, to exercise “piggyback” registration rights requiring us to include in any such registration that number of shares held by New Wave, subject to certain prescribed limitations provided in the registration rights agreement.

We may, on a limited number of occasions, and in certain prescribed circumstances, delay the filing or effectiveness of any registration statement required to be filed pursuant to the registration rights agreement. Persons who acquire shares from New Wave through share transfer(s) permitted under the registration rights agreement will be entitled to the same rights and subject to the same obligations that New Wave has under the registration rights agreement.

### ***Employment and Compensation Agreements***

We have entered into employment and compensation arrangements with our directors and executive officers as described in “Item 6. Directors, Senior Management and Employees” above.

### ***Indemnification Agreements***

We have entered into indemnification agreements with our officers Charles Chao and Bonnie Yi Zhang and directors Yan Wang, Ter Fung Tsao, Yichen Zhang, James Jianzhang Liang and Song-Yi Zhang containing provisions which may require us, among other things, to indemnify our officers and directors against certain liabilities that may arise by reason of their status or service as officers or directors, other than liabilities arising from willful misconduct of a culpable nature, and to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified.

### ***Control Agreements***

PRC law currently limits foreign equity ownership of companies that provide certain internet related businesses. To comply with these PRC regulations, we operate our websites and provide certain online services in China through a series of contractual arrangements with our VIEs, which are PRC domestic companies, and their shareholders. See “Item 4. Information on the Company—C. Organizational Structure—Contractual Arrangements with VIEs and Their Respective Shareholders.”

### ***Registration Rights Agreement***

On March 21, 2017, we entered into a Registration Rights Agreement with Leju, under which Leju granted us certain registration rights with respect to the ordinary shares of Leju held us.

*Demand registration rights.* We have the right to demand Leju to effect a registration covering the offer and sale of the ordinary shares held by us in Leju. We are entitled to an aggregate of three such registrations. Leju, however, is not required to prepare and file (i) more than two demand registration statements in any 12-month period, or (ii) any demand registration statement within 120 days following the date of effectiveness of any other registration statement. If the demand registration relates to an underwritten public offering and the managing underwriter advises in its reasonable opinion that the number of securities requested to be included in the demand registration exceeds the largest number which reasonably can be sold in such offering without having a material adverse effect on such offering, Leju will include in such demand registration, up to the maximum offering size, following the order of priority: (i) the registrable securities that we propose to register; and (ii) any securities Leju proposes to register and any securities with respect to which any other security holder has requested registration.

*Shelf registration rights.* Once Leju is eligible to file a shelf registration statement pursuant to Rule 415 promulgated under the Securities Act, we will have the right to demand Leju to file a shelf registration statement covering the ordinary shares held by us in Leju. Leju, however, will not be required to prepare and file more than two shelf registration statements in any 12-month period.

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*Piggyback registration rights.* If Leju proposes to file a registration statement for an offering of its ordinary shares, other than in a transaction of the type referred to in Rule 145 under the Securities Act or to Leju's employees pursuant to any employee benefit plan, then Leju must offer us an opportunity to include in the registration all or any part of our registrable securities. If the piggyback registration relates to an underwritten public offering and the managing underwriter advises in its reasonable opinion that the number of securities requested to be included in the piggyback registration together with the securities being registered by Leju or any other security holder exceeds the largest number which reasonably can be sold in such offering without having a material adverse effect on such offering, then (i) if Leju initiates the piggyback registration, Leju will include in such registration the securities it proposes to register first, and allocate the remaining part of the maximum offering size to all other selling security holders on a pro rata basis; (ii) if any holder of Leju's securities initiated the piggyback registration, Leju will include, up to the maximum offering size, first the securities such initiating security holder proposes to register, then the securities of any other selling security holders on a pro rata basis, and lastly the securities Leju proposes to register.

*Blackout periods.* Leju is entitled to two blackout periods, aggregating to no more than 90 days in any consecutive 12-month period, during which Leju can delay the filing or effectiveness of a registration statement, if Leju would, in the good faith judgment of its board of directors, be required to disclose in the prospectus information not otherwise then required by law to be publicly disclosed, and there is a reasonable likelihood that such disclosure, or any other action to be taken in connection with the prospectus, would materially and adversely affect or interfere with any significant financing, acquisition, merger, disposition of assets, corporate reorganization or other material transaction of negotiations involving Leju.

*Expenses of registration.* Leju will pay all expenses relating to any demand or piggyback registration, except that we shall bear and pay all (i) brokerage commissions, (ii) ADS issuance fees payable to any depository institution, (iii) commissions, fees, spreads, discounts, transfer taxes, stamp duties, (iv) fees and expenses of our counsel or other advisers, subject to certain amounts that Leju will pay, and (v) our own out-of-pocket expenses, in each case, with respect to only our registrable securities.

### **Transactions and Agreements with Leju**

On January 1, 2008, we started to reorganize our real estate and home furnishing channels and online real estate advertising business into a separate unit with its own legal entities, management team, advertising operations, systems and physical facilities. The reorganization was completed on April 1, 2008 with the formation of COHT, a joint venture between us and CRIC. On July 23, 2009, we and CRIC entered into a share purchase agreement, as amended on September 29, 2009, pursuant to which CRIC acquired our equity interest in COHT in exchange for CRIC issuing its ordinary shares to us. CRIC merged into and became a 100% subsidiary of E-House on April 20, 2012 and, as a result, each ordinary share of CRIC held by us was converted into 0.6 ordinary share of E-House.

In connection with the formation of COHT in 2008, the terms of the joint venture provided COHT with the rights, for an initial term of ten years, to operate our real estate and home furnishing websites, including licenses to use our trademark, domain names, website technologies and certain software. In 2009, we and COHT entered into an amended and restated advertising inventory agency agreement, a domain name and content license agreement, a restated trademark license agreement and a software license and support services agreement. In December 2013, COHT became a wholly owned subsidiary of Leju Holdings Limited, or Leju, a then majority-owned subsidiary of E-House. In March 2014, we and Leju entered into an advertising inventory agency agreement, an amended and restated domain name and content license agreement, an amended and restated trademark license agreement and an amended and restated software license and support services agreement. The principal effect of the agreements entered into in March 2014 is to extend the term of agreements through 2024. In 2015, 2016 and 2017, we generated \$4.9 million, \$9.3 million and \$16.1 million online advertising agency fee from Leju, respectively. As of December 31, 2017, there were \$1.5 million due from Leju, representing online advertising agency fee payable to us.

#### ***Amended and Restated Advertising Agency Agreement***

Under the advertising inventory agency agreement, Leju has the exclusive right to sell advertising to real estate, home furnishing and construction materials advertisers on all of our non-real estate websites and is required to pay us fees of approximately 15% of the revenues generated from such sales of advertising, subject to certain limitations on the amount of advertising that it may sell. Fees payable by Leju to us are based on the amount of advertising sold. In addition, Leju authorizes us to be its exclusive agent to sell non-real estate-related advertising on its directly operated websites. Leju is entitled to receive approximately 85% of the revenues generated from these sales. The initial term of the advertising inventory agency agreement is ten years, expiring in 2024.

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***Domain Name and Content License Agreement***

Under the amended and restated domain name and content license agreement, we granted to Leju an exclusive license to use its five domain names, namely, house.sina.com.cn, jiaju.sina.com.cn, construction.sina.com.cn, dichan.sina.com.cn, and esf.sina.com.cn in connection with Leju’s real estate internet operations in China. In addition, we also granted to Leju an exclusive license to use all contents, whose copyrights are owned by us or owned by a third-party provider but is sub-licensable by us without requiring payment of any additional fees and without violating the terms of any agreement with such third party provider, in connection with websites associated with the domain names licensed to Leju. For other operating contents, Leju may enter into an agreement with the owner independently and will be responsible for the costs associated with procuring the contents. The licenses are for an initial term of ten years expiring in 2024.

***Trademark License Agreement***

Under the amended and restated trademark license agreement, we granted to Leju a non-exclusive license to use three of our trademarks and an exclusive license to use four of our related trademarks in connection with Leju’s real estate online operations in China through websites located at leju.com and the websites located at house.sina.com.cn, jiaju.sina.com.cn, construction.sina.com.cn, dichan.sina.com.cn and esf.sina.com.cn. The licenses are for an initial term of ten years expiring in 2024.

***Software License and Support Services Agreement***

Under the amended and restated software license and support services agreement, we granted to Leju a non-exclusive license to use (i) the proprietary software used for, among other things, internet content publishing, advertising publishing, sales management, procurement reimbursement, financial management flow, statistics, monitoring and censoring; (ii) certain current software products and interfaces necessary to facilitate Leju’s use of such current software products; (iii) the databases; (iv) certain improvements to the licensed software; and (v) related documentation and hardware, in each case to the extent such items (other than licensor improvements) exist and have been delivered to COHT under the software license and support service agreement executed in 2009. We will continue to provide to Leju infrastructure necessary to operate its websites and facilitate its use of the licensed software. In addition, we will continue to provide support services, including routine maintenance, technical support and hardware support. The licenses are for an initial term of ten years expiring in 2024 and free of any fees (subject to certain exceptions). However, to the extent that there are any reasonable, incremental costs for use of the licensed software or the infrastructure, or provision of the support services, due to a change in the business needs, Leju is required to reimburse us for all such costs.

**C. Interests of Experts and Counsel**

Not applicable.

**ITEM 8. FINANCIAL INFORMATION**

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

We have appended consolidated financial statements at the end of this annual report filed as part of this Annual Report on Form 20-F.

**Legal Proceedings**

Weibo and certain of Weibo’s current and former directors and officers have been named as defendants in two putative securities class actions filed in the United States District Court for the District of New Jersey: Andrew Goldsmith v. Weibo Corporation. et al., Civil Action No. 2:17-cv-04728-SRC-CLW (filed on June 27, 2017) (“Goldsmith Case”) and Feng Chen v. Weibo Corporation. et al., Civil Action No. 2:17-cv-05694 (filed on August 3, 2017) (“Chen Case”). The Goldsmith Case was purportedly brought on behalf of a class of persons who allegedly suffered damages as a result of their trading in our ADSs between April 27 and June 22, 2017; the Chen Case was purportedly brought on behalf of a class of persons who allegedly suffered damages as a result of their trading in Weibo ADSs between April 28, 2016 and June 19, 2017. Both cases’ complaints allege that Weibo’s public filings contained material misstatements and omissions in violation of the federal securities laws.

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On September 28, 2017, the court entered an order appointing a lead plaintiff and consolidating the two cases. On November 27, 2017, the lead plaintiff filed a consolidated class action complaint. On January 26, 2018, Weibo and one individual defendant filed a motion to dismiss the amended complaint, which motion is currently pending before the court.

The action remains in its preliminary stages. We believe the case is without merit and intent to defend the action vigorously. For risks and uncertainties relating to the pending case against Weibo, please see “Item 3. Key Information—D. Risk Factors—Risks Related to Our Business— Weibo has been named as a defendant in a putative shareholder class action lawsuit that could have a material adverse impact on our business, financial condition, results of operation, cash flows and reputation.”

In addition, from time to time, we are involved in legal proceedings, investigations and claims incidental to the conduct of our business. For many of such legal proceedings, we are currently unable to estimate the possible loss or a possible range of loss, if any, but we believe the likelihood for such legal proceedings individually and in the aggregate, when finally resolved, to cause a material impact on our financial position, result of operations and cash flows to be remote.

### **Dividend Policy**

In October 2016, as approved by our board of directors in August 2016, we completed a distribution of Weibo Class A ordinary shares to our shareholders in the form of a dividend, on a pro rata basis, of one Weibo Class A ordinary share for each ten of our ordinary shares outstanding as of September 12, 2016. We distributed 7,088,116 Weibo shares in total. Immediately following the distribution, we held 108,921,106 Class B ordinary shares in Weibo, representing an equity interest in Weibo of approximately 50% or approximately 75% by voting power.

In July 2017, as approved by our board of directors in May 2017, we completed an additional distribution of Weibo Class A ordinary shares to our shareholders in the form of a dividend, on a pro rata basis, of one Weibo Class A ordinary share for each ten of our ordinary shares outstanding as of June 7, 2017. We distributed 7,142,148 Weibo shares in total. Immediately following the distribution, we held 101,778,958 Class B ordinary shares in Weibo, and our total equity stake in Weibo decreased from approximately 49% (or approximately 74% by voting power) to approximately 46% (or approximately 72% by voting power) of Weibo’s total outstanding shares.

We have not declared nor paid any cash dividends on our ordinary shares in the past and have no plans to do so in the foreseeable future.

### **B. Significant Changes**

None.

## **ITEM 9. THE OFFER AND LISTING**

### **A. Offer and Listing Details**

Our ordinary shares have been quoted on the Nasdaq Global Select Market (formerly the Nasdaq National Market) system under the symbol “SINA” since April 13, 2000. The following table sets forth the high and low trading prices of our ordinary shares for (1) each year of the five most recent full financial years, (2) each of the four quarters of the two most recent full financial years and the subsequent period and (3) each of the most recent six months:

|                                     | Trading Price |           |
|-------------------------------------|---------------|-----------|
|                                     | High<br>\$    | Low<br>\$ |
| <b>Annual Highs and Lows</b>        |               |           |
| 2013                                | 92.83         | 45.54     |
| 2014                                | 89.79         | 35.05     |
| 2015                                | 61.25         | 31.92     |
| 2016                                | 85.24         | 39.58     |
| 2017                                | 119.20        | 61.14     |
| <b>Quarterly Highs and Lows</b>     |               |           |
| First Quarter 2016                  | 50.54         | 39.58     |
| Second Quarter 2016                 | 54.60         | 44.57     |
| Third Quarter 2016                  | 85.24         | 50.15     |
| Fourth Quarter 2016                 | 80.63         | 60.46     |
| First Quarter 2017                  | 79.90         | 61.14     |
| Second Quarter 2017                 | 105.99        | 68.33     |
| Third Quarter 2017                  | 118.85        | 84.12     |
| Fourth Quarter 2017                 | 119.20        | 94.06     |
| First Quarter 2018                  | 124.60        | 98.92     |
| <b>Monthly Highs and Lows</b>       |               |           |
| October 2017                        | 119.20        | 104.01    |
| November 2017                       | 114.35        | 97.42     |
| December 2017                       | 106.43        | 94.06     |
| January 2018                        | 122.93        | 102.05    |
| February 2018                       | 124.60        | 100.33    |
| March 2018                          | 123.77        | 98.92     |
| April 2018 (through April 20, 2018) | 102.89        | 92.18     |

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**B. Plan of Distribution**

Not applicable.

**C. Markets**

Our ordinary shares have been quoted on the Nasdaq Global Select Market (formerly the Nasdaq National Market) system under the symbol “SINA” since April 13, 2000.

**D. Selling Shareholders**

Not applicable.

**E. Dilution**

Not applicable.

**F. Expenses of the Issue**

Not applicable.

**ITEM 10. ADDITIONAL INFORMATION**

**A. Share Capital**

Not applicable.

**B. Memorandum and Articles of Association**

Except for the part captioned “Differences in Corporate Law” which is replaced by below, we incorporate by reference into this annual report the description of our amended and restated memorandum and articles of association contained in our registration statement on Form F-3, Registration No. 333-163990, filed on December 23, 2009.

***2015 Rights Plan***

In 2005, we adopted a Rights Plan, or the “2005 Rights Plan,” to protect the best interests of all shareholders. The 2005 Rights Plan expired on February 22, 2015. In order to continue to protect the best interests of our shareholders, our board of directors approved a continuation of the 2005 Rights Plan, or the 2015 Rights Plan in April 2015. In general, the 2015 Rights Plan has substantially the same terms as the 2005 Rights Plan. Pursuant to the 2015 Rights Plan, our stockholders have rights to purchase our ordinary shares at a substantial discount from those securities’ fair market value upon a person or group acquiring, without the approval of the board of directors, more than 10% of our ordinary shares. Any person or group who triggers the purchase right distribution becomes ineligible to participate in the Plan, causing substantial dilution of such person or group’s holdings. The 2015 Rights Plan has a record date of May 4, 2015 and will expire on April 23, 2025 unless extended by our board of directors before then.

### ***Differences in Corporate Law***

The Companies Law is derived, to a large extent, from the older Companies Acts of England but does not follow recent United Kingdom statutory enactments, and accordingly there are significant differences between the Companies Law and the current Companies Act of England. In addition, the Companies Law differs from laws applicable to United States corporations and their shareholders. 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 combined company and the vesting of the undertaking, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company’s articles of association. The written plan of merger or consolidation 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 that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the 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 or creditors (representing 75% by value) with whom the arrangement is to be made and who must, in addition, represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to the court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the required majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

When a takeover offer is made and accepted by holders of 90% of the shares affected within four months, the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If an arrangement and reconstruction is thus approved, the dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of Delaware corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

### ***Shareholders' Suits***

In principle, we will normally be the proper plaintiff and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands court can be expected to apply and follow the common law principles (namely the rule in *Foss v. Harbottle* and the exceptions thereto) which permit a minority shareholder to commence a class action against, or derivative actions in the name of, a company to challenge the following:

- an acts which is illegal or ultra vires;
- an act which, although not ultra vires, could only be effected duly if authorized by a special or qualified majority vote that has not been obtained; and
- an act which constitutes a fraud on the minority where the wrongdoers are themselves in control of the company.

### ***Indemnification of Directors and Executive Officers and Limitation of Liability***

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 of committing a crime. Our memorandum and articles of association provide that our directors and officers shall be entitled to be indemnified out of the assets of our company against all losses or liabilities incurred or sustained by him as a director or officer of our company in defending any proceedings, whether civil or criminal, in which judgement is given in his favour, or in which he is acquitted. This standard of conduct is generally the same as permitted under the Delaware General Corporation Law for a Delaware corporation. In addition, we have entered into indemnification agreements with our directors and senior executive officers that provide such persons with additional indemnification beyond that provided in our memorandum and articles of association.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or persons controlling us under the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

### ***Anti-Takeover Provisions in the Memorandum and Articles of Association***

Some provisions of our memorandum and articles of association may discourage, delay or prevent a change in control of our company or management that shareholders may consider favorable, including provisions that authorize our board of directors to issue preferred shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preferred shares without any further vote or action by our shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our memorandum and articles of association, as amended and restated from time to time, for a proper purpose and for what they believe in good faith to be in the best interests of our company.

### ***Directors' Fiduciary Duties***

Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components: the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director act in a manner he or she reasonably believes to be in the best interests of the corporation. He or she must not use his or her corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interest of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder and not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, a director must prove the procedural fairness of the transaction and that the transaction was of fair value to the corporation.

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As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company and therefore he owes the following duties to the company — a duty to act in good faith in the best interests of the company, a duty not to make a personal profit based on his or her position as director (unless the company permits him to do so), a duty not to put himself in a position where the interests of the company conflict with his or her personal interest or his or her duty to a third party and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

### ***Shareholder Proposals***

Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. The Delaware General Corporation Law 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 governing documents, but shareholders may be precluded from calling special meetings.

Cayman Islands law provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our memorandum and articles of association provides that, on the written requisition of any two or more shareholders holding shares representing in aggregate not less than one-tenth of the total voting rights in the paid up capital of our company, the board shall convene an extraordinary general meeting. However, our memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders. As an exempted Cayman Islands company, we are not obliged by law to call shareholders' annual general meetings, but our memorandum and articles of association obliges our company in each year to hold a general meeting as its annual general meeting in addition to any other meeting in that year. The annual general meeting may be held at such time and place as our board of directors shall appoint.

### ***Cumulative Voting***

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled on a single director, which increases the shareholder's voting power with respect to electing such director. Cayman Islands law does not prohibit cumulative voting, but our 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 Delaware General Corporation Law, a director of a corporation with a classified board may be removed only for cause with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our memorandum and articles of association, directors may be removed by a special resolution of our shareholders or by notice in writing served upon him signed by not less than three-fourths in number (or, if that is not a round number, the nearest lower round number) of the director (including himself) then in office.

### ***Transactions with Interested Shareholders***

The Delaware General Corporation Law 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 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 or owned 15% or more of the target’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 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 for a proper corporate purpose and not with the effect of constituting a fraud on the minority shareholders.

### ***Dissolution; Winding Up***

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation’s outstanding shares. Delaware law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board. Under Cayman Islands law, a company may be wound up by either an order of the courts of the Cayman Islands or by a special resolution of its members or, if the company is unable to pay its debts as they fall due, by an ordinary resolution of its members. The court has authority to order winding up in a number of specified circumstances including where it is, in the opinion of the court, just and equitable to do so.

### ***Variation of Rights of Shares***

Under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under Cayman Islands law and our articles of association, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class only with the written consent of the holders of two-thirds in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of shares of that class.

### ***Amendment of Governing Documents***

Under the Delaware General Corporation Law, 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 the Companies Law, our memorandum and articles of association may only be amended by special resolution of our shareholders.

### ***Rights of Non-Resident or Foreign Shareholders***

There are no limitations imposed by our memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our shares. In addition, there are no provisions in our memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

***Directors' Power to Issue Shares***

Under our memorandum and articles of association, our board of directors is empowered to issue or allot shares with or without preferred, deferred, qualified or other special rights or restrictions.

**C. Material Contracts**

We have not entered into any material contracts for the two years immediately preceding the date of this annual report other than in the ordinary course of business and other than those described elsewhere in this annual report on Form 20-F.

**D. Exchange Controls**

See “Item 4. Information on the Company—B. Business Overview—Government Regulation and Legal Uncertainties—Classified Regulations—Foreign Exchange.” And “Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Restrictions on paying dividends or making other payments to us bind our subsidiaries and VIEs in China.”

**E. Taxation**

The following summary of the material Cayman Islands and United States federal income tax consequences of an investment in our ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in our ordinary shares, such as the tax consequences under state, local and other tax laws.

***Cayman Islands Taxation***

According to Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel, the Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the Government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within, the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

***United States Federal Income Taxation Considerations***

The following discussion is a summary of United States federal income taxation considerations relating to an investment in our ordinary shares by a U.S. Holder (defined below) that will hold our ordinary shares as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code of 1986, as amended (the “Code”). This summary is based upon applicable provisions of the Code, Treasury regulations promulgated thereunder, pertinent judicial decisions, interpretive rulings of the Internal Revenue Service (the “IRS”) and such other authorities as we have considered relevant, which are subject to differing interpretation or change, possibly with retroactive effect. The following discussion does not deal with the tax consequences to any particular investor or to persons in special tax situations such as:

- banks, insurance companies and other financial institutions;
- broker dealers or traders in securities;
- regulated investment companies or real estate investment trusts;
- persons that elect to mark their securities to market;
- tax-exempt entities;
- U.S. expatriates;
- persons liable for the alternative minimum tax;
- persons holding ordinary share as part of a straddle, hedging, conversion or integrated transaction;

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- persons that actually or constructively own 10% or more of our shares (by vote or value);
- persons that have a functional currency other than the United States dollar; and
- persons who acquired ordinary shares pursuant to the exercise of any employee share option or otherwise as consideration for services.

In addition, this summary does not discuss the Medicare tax on net investment income or any United States federal estate or gift, 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 ordinary shares.

The discussion below of the United States federal income tax consequences to “U.S. Holders” will apply if you are the beneficial owner of ordinary shares and you are, for United States federal income tax purposes,

- a citizen or individual resident of the United States;
- a corporation (or other entity taxable as a corporation ) organized under the laws of the United States, any State thereof or the District of Columbia;
- an estate whose income is subject to United States federal income taxation regardless of its source; or
- a trust that (1) is subject to the supervision of a court within the United States and the control of one or more United States persons or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

If a partnership is a beneficial owner of our 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 ordinary shares, such U.S. Holder is urged to consult its tax advisor regarding an investment in our ordinary shares.

### ***Taxation of Dividends and Other Distributions on the Ordinary Shares***

Subject to the PFIC rules discussed below, the gross amount of any distribution of property, including any distribution of Weibo shares (including the amount of any PRC tax withheld if we are deemed to be a resident enterprise under PRC tax law) paid on our 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 your gross income as dividend income on the day actually or constructively received by you. Because we do not intend to determine our earnings and profits on the basis of United States federal income tax principles, you should assume that any distribution paid will generally be treated as a “dividend” for United States federal income tax purposes. Any dividend from us will not be eligible for the dividends-received deduction generally allowed to corporations in respect of dividends received from United States corporations.

Individuals and other non-corporate recipients will be subject to tax at the lower capital gain tax rate applicable to “qualified dividend income,” provided that certain conditions are satisfied, including that (1) our ordinary shares are readily tradable on an established securities market in the United States, or, in the event that we are deemed to be a resident enterprise under the PRC tax law, we are eligible for the benefit of the United States-PRC income tax treaty (the “Treaty”), (2) we are neither a PFIC nor treated as such with respect to a U.S. Holder (as discussed below) for the taxable year in which the dividend was paid and for the preceding taxable year, and (3) certain holding period requirements are met. United States Treasury guidance indicates that common or ordinary shares are considered for the purpose of clause (1) above to be readily tradable on an established securities market in the United States if they are listed on the Nasdaq Global Select Market, as are our ordinary shares. If we are treated as a “resident enterprise” for PRC tax purposes, we may be eligible for the benefits of the Treaty. You should consult your tax adviser regarding the availability of the lower capital gains rate applicable to qualified dividend income for dividends paid with respect to the ordinary shares (including rules relating to foreign tax credit limitations).

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For United States foreign tax credit purposes, dividends generally will be treated as income from foreign sources and generally will constitute passive category income. Depending on your particular circumstances, you may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any non-refundable foreign withholding taxes imposed on dividends received on our ordinary shares. If you do not elect to claim a foreign tax credit for foreign taxes withheld, you are permitted instead to claim a deduction, for United States federal income tax purposes, in respect of such withholdings, but only for a year in which you elect to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex. You are urged to consult your tax advisor regarding the availability of the foreign tax credit under your particular circumstances.

### ***Sale or Other Taxable Disposition of Ordinary Shares***

Subject to the PFIC rules discussed below, you generally will recognize capital gain or loss upon the sale or other taxable disposition of our ordinary shares in an amount equal to the difference, if any, between the amount realized upon the disposition and your adjusted tax basis in such ordinary shares. Any capital gain or loss will be long-term if you have held the ordinary shares for more than one year and will generally be United States-source gain or loss for United States foreign tax credit purposes. In the event that we are deemed to be a resident enterprise under PRC tax law, and gain from the disposition of the ordinary shares would be subject to tax in the PRC, such gain may be treated as PRC-source gain for foreign tax credit purposes under the Treaty. The deductibility of a capital loss may be subject to limitations. You are urged to consult your tax advisor regarding the tax consequences if a foreign tax is imposed on a disposition of our ordinary shares, including the availability of the foreign tax credit under your particular circumstances.

### ***Passive Foreign Investment Company Considerations***

We believe that it is likely that we were not a PFIC for our taxable year ended December 31, 2017 and, depending on how we deploy our passive assets in our operations or for other active purposes and the value of our gross assets, we do not expect that we will be a PFIC for the current taxable year. Nevertheless, the application of the PFIC rules is subject to ambiguity in several respects and, in addition, we must make a separate determination each year as to whether we are a PFIC (after the close of each taxable year). Accordingly, we cannot assure you that we will or will not be a PFIC for the current or any other taxable year. A non-U.S. corporation, such as our company, is considered to be a PFIC for any taxable year if either:

- at least 75% of its gross income is passive income (the “income test”), or
- at least 50% of the value of its assets (based on an average of the quarterly values of the assets during a taxable year) is attributable to assets that produce or are held for the production of passive income (the “asset test”).

We will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the stock.

We must make a separate determination each year as to whether we are a PFIC. As a result, our PFIC status may change from year to year. The total value of our assets for purposes of the asset test generally will be calculated with reference to the market price of our ordinary shares. Accordingly, fluctuations in the market price of the ordinary shares may result in our being a PFIC for any year. If we are a PFIC for any year during which you hold ordinary shares, we will continue to be treated as a PFIC for all succeeding years during which you hold ordinary shares. However, if we cease to be a PFIC, provided that you have not made a “mark-to-market” election, as described below, you may avoid some of the adverse effects of the PFIC regime by making a deemed sale election with respect to the ordinary shares.

Although the law in this regard is not entirely clear, we treat our VIEs as being owned by us for United States federal income tax purposes because we control their management decisions and we are entitled to substantially all of their economic benefits and, as a result, we consolidate their results of operations in our consolidated U.S. GAAP financial statements. If it were determined, however, that we are not the owner of our VIEs for United States federal income tax purposes, we would likely be treated as a PFIC for our taxable year ended December 31, 2017 and for subsequent taxable years, generally without regard to whether we reduce our cash holdings.

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For each taxable year that we are treated as a PFIC with respect to ordinary shares you own, you will be subject to special tax rules with respect to any “excess distribution” that you receive and any gain you realize from a sale or other disposition (including a pledge) of the ordinary shares, unless you make a “mark-to-market” election as discussed below. Distributions you receive in a taxable year that are greater than 125% of the average annual distributions you received during the shorter of the three preceding taxable years or your holding period for the ordinary shares will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the ordinary shares,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income, and
- the amount allocated to each of the other taxable years will be subject to tax at the highest rate of tax in effect for you for such year and will be increased by an additional tax equal to interest on the resulting tax deemed deferred with respect to each such other taxable year.

The tax liability for amounts allocated to years prior to the year of disposition or “excess distribution” cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the ordinary shares cannot be treated as capital, even if you hold the ordinary shares as capital assets.

Alternatively, a U.S. Holder of “marketable stock” (as defined below) in a PFIC may make a mark-to-market election for such stock of a PFIC to elect out of the tax treatment discussed in the two preceding paragraphs. If you make a valid mark-to-market election for the ordinary shares, you will include in income each year an amount equal to the excess, if any, of the fair market value of the ordinary shares as of the close of your taxable year over your adjusted basis in such ordinary shares. You are allowed a deduction for the excess, if any, of the adjusted basis of the ordinary shares over their fair market value as of the close of the taxable year. However, deductions are allowable only to the extent of any net mark-to-market gains on the ordinary shares included in your income for prior taxable years. Amounts included in your income under a mark-to-market election, as well as gain on the actual sale or other disposition of the ordinary shares, are treated as ordinary income. Ordinary loss treatment also applies to the deductible portion of any mark-to-market loss on the ordinary shares, as well as to any loss realized on the actual sale or disposition of the ordinary shares, to the extent that the amount of such loss does not exceed the net mark-to-market gains previously included for such ordinary shares. Your basis in the ordinary shares will be adjusted to reflect any such income or loss amounts. If you make such a mark-to-market election, tax rules that apply to distributions by corporations which are not PFICs would apply to distributions by us (except that the lower applicable capital gains rate would not apply).

The mark-to-market election is available only for “marketable stock” which is stock that is traded in other than de minimis quantities on at least 15 days during each calendar quarter (“regularly traded”) on a qualified exchange or other market, as defined in applicable Treasury regulations. We expect that the ordinary shares will continue to be listed on the Nasdaq Global Select Market, which is a qualified exchange for these purposes, and, consequently, assuming that the ordinary shares are regularly traded, if you are a holder of ordinary shares, it is expected that the mark-to-market election would be available to you if we are or become a PFIC.

Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the PFIC rules with respect to such U.S. Holder’s indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes.

A U.S. Holder that holds our ordinary shares in any year in which we are classified as a PFIC may make a “deemed sale” election with respect to such ordinary shares in a subsequent taxable year in which we are not classified as a PFIC. If you make a valid deemed sale election with respect to such ordinary shares, you will be treated as having sold all of your ordinary shares for their fair market value on the last day of the last taxable year in which we were a PFIC and such ordinary shares will no longer be treated as PFIC stock. You will recognize gain (but not loss), which will be subject to tax as an “excess distribution” received on the last day of the last taxable year in which we were a PFIC. Your basis in the ordinary shares would be increased to reflect gain recognized, and your holding period would begin on the day after we ceased to be a PFIC.

The deemed sale election is only relevant to U.S. Holders that hold ordinary shares during a taxable year in which we are a PFIC, regardless of whether we were a PFIC in any prior taxable year. U.S. Holders are urged to consult their tax advisors regarding the advisability of making a deemed sale election and the consequences thereof in light of the U.S. Holder’s individual circumstances.

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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 you own our ordinary shares during any taxable year that we are a PFIC, you are generally required to file IRS Form 8621, and the failure so to file may result in certain adverse United States federal income tax consequences to you. You are urged to consult your tax advisor concerning the United States federal income tax consequences of purchasing, holding, and disposing ordinary shares if we are or become a PFIC, including the possibility of making a mark-to-market election.

**F. Dividends and Paying Agents**

Not applicable.

**G. Statement by Experts**

Not applicable.

**H. Documents on Display**

Our corporate internet address is <http://corp.sina.com.cn>. We make available free of charge on or through our website our annual reports, quarterly reports, current reports, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15 (d) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. We may from time to time provide important disclosures to investors by posting them in the investor relations section of our website, as allowed by the SEC rules. Information contained on SINA's website is not part of this report or any other report filed with the SEC. You may read and copy any public reports we filed with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an internet site <http://www.sec.gov> that contains reports, proxy and information statements, and other information that we filed electronically.

**I. Subsidiary Information**

Not applicable.

**ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

**Interest Rate and Security Market Risk**

Our investment policy limits our investments of excess cash to government or quasi-government securities, high-quality corporate securities and bank-guaranteed products. We protect and preserve our invested funds by limiting default, market and reinvestment 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. In 2017, our interest income was \$43.2 million. As of December 31, 2017, we had approximately \$3.4 billion in cash, cash equivalents and short-term investments held by financial institutions in China, Hong Kong, Taiwan, Singapore and the United States. Interest-earning instruments carry a degree of interest rate risk and fluctuations of interest rates for RMB and U.S. dollars bank deposits can impact our financial results.

**Foreign Currency Exchange Rate Risk**

The majority of our revenues derived and expenses and liabilities incurred are in RMB with a relatively small amount in New Taiwan dollars, Hong Kong dollars and U.S. dollars. Thus, our revenues and operating results may be impacted by exchange rate fluctuations in the currencies of China, Taiwan and Hong Kong. See "Item 3. Key Information—D. Risk Factors—Risks Related to Doing Business in China—Fluctuation in the value of the RMB and restrictions on currency exchange may have a material adverse effect on the value of your investment." We have not reduced our exposure to exchange rate fluctuations by using hedging transactions. While we may choose to do so in the future, the availability and effectiveness of any hedging transactions may be limited and we may not be able to successfully hedge our exchange rate risks. Accordingly, we may experience economic losses and negative impacts on earnings and equity as a result of foreign exchange rate fluctuations. In 2017, the foreign currency translation adjustments to our comprehensive income were an income of \$87.3 million and net currency transaction loss of \$2.0 million, respectively. Below is a sensitivity analysis on the impact of a change in the value of the RMB against the U.S. dollar assuming: (1) projected net income from operation in China equal to the net income of 2017, (2) projected net assets of the operation in China equal to the balances in RMB and U.S. dollar as of December 31, 2017 and (3) currency fluctuation occurs proportionately over the period:

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| <u>Change in the Value of RMB Against the U.S. Dollar</u> | <u>Translation<br/>Adjustments to<br/>Comprehensive Income</u> | <u>Transaction Gain<br/>(Loss)</u> |
|---|--|------------------------------------|
|   | (in \$ thousands)  |                                    |
| Appreciate 2%   | 36,374   | (786)                              |
| Appreciate 5%   | 91,095   | (1,965)                            |
| Depreciate 2%   | (36,285)   | 786                                |
| Depreciate 5%   | (90,542)   | 1,965                              |

**Investment Risk**

As of December 31, 2017, our long-term investments, including marketable securities, totaled \$1,288.8 million. We periodically review our investments for impairment. If we conclude that any of these investments are impaired, we determine whether such impairment is other-than-temporary. Factors we consider to make such determination include the duration and severity of the impairment, the reason for the decline in value, the potential recovery period, and our intent to sell, or whether it is more likely than not that we will be required to sell, the investment before recovery. If any impairment is considered other-than-temporary, we will write down the asset to its fair value and take a corresponding charge to our consolidated statements of comprehensive income. We are unable to control these factors and an impairment charge recognized by us will unfavorably impact our operating results and financial position.

For 2015, 2016 and 2017, we recognized impairment charges on long-term investments and related accounts in the amount of \$8.5 million, \$44.4 million and \$123.0 million, respectively. In 2015, we recognized a gain of \$18.9 million from the partial disposal of Youku Tudou shares. In 2016, we recognized a gain of \$159.5 million resulting from disposing of our certain investments under cost method. We also recognized a disposal gain of \$44.2 million from the sales of certain shares in Alibaba and \$34.5 million from the disposal of our investment in Youku Tudou upon the completion of its privatization. In 2017, we recognized a disposal gain of \$92.3 million from the sales of certain shares in Alibaba. We also recognized a gain of \$14.0 million resulting from disposing of our certain investments under cost method.

Our short-term investment as of December 31, 2017 was \$1.4 billion, which was composed of bank time deposits over three months but within one year.

**ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES**

Not applicable.

**PART II**

**ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES**

None.

**ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS**

None.

**ITEM 15. CONTROLS AND PROCEDURES**

**Disclosure Controls and Procedures**

We carried out an evaluation, under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) as of the end of the period covered by this annual report on Form 20-F. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2017.

**Management’s Annual Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) under the Securities Exchange Act of 1934, as amended). Our management evaluated the effectiveness of our internal control over financial reporting based on criteria established in the framework in Internal Control-Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management has concluded that our internal control over financial reporting was effective as of December 31, 2017.

Our management has excluded Weiju and Wexfin Inc (“Weihui”) from its assessment of internal control over financial reporting as of December 31, 2017 because they were acquired by us in a purchase business combination during 2017. Weiju is a consolidated variable interest entity and Weihui is a majority-owned consolidated subsidiary, whose total assets and total revenues excluded from our management’s assessment represent 2% and 3%, respectively, of our consolidated financial statement amounts as of and for the year ended December 31, 2017.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness of our internal control over financial reporting to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

**Attestation Report of the Registered Public Accounting Firm**

PricewaterhouseCoopers Zhong Tian LLP has audited the effectiveness of our internal control over financial reporting as of December 31, 2017 as stated in its report, which appears on page F-2 of this annual report on Form 20-F.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) during 2017 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT**

Our board of directors has determined that Mr. Song-Yi Zhang, an independent director (under the standards set forth in Nasdaq Listing Rule 5605(a)(2) and Rule 10A-3 under the Exchange Act) and member of our audit committee, is an audit committee financial expert.

[Table of Contents](#)**ITEM 16B. CODE OF ETHICS**

We have adopted a Code of Ethics which applies to our directors, officers and employees, including our principal executive officer, principal financial officer and principal accounting officer. We have posted the code on our corporate website at [www.corp.sina.com.cn](http://www.corp.sina.com.cn).

**ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The following table sets forth the aggregate fees billed by PricewaterhouseCoopers Zhong Tian LLP (“PwC”) and its affiliates, our independent auditor and principal accountant for 2016 and 2017:

|                                   | 2016      | 2017      |
|-----------------------------------|-----------|-----------|
| Audit Fees <sup>(1)</sup>         | 3,640,533 | 3,143,948 |
| Audit Related Fees <sup>(2)</sup> | 76,819    | 891,381   |
| Tax Fees <sup>(3)</sup>           | 23,000    | 23,000    |
| All Other Fees <sup>(4)</sup>     | 1,800     | 1,800     |

- (1) “Audit fees” means the aggregate fees incurred in each of the fiscal years listed for professional services rendered by our principal auditors for the audit of our annual financial statements and assistance with and review of documents filed with the SEC. In 2016 and 2017, the audit refers to financial audit.
- (2) “Audit-related fees” primarily consists of fees related to the issuance of comfort letter in the offering of convertible notes by Weibo in 2017 and other audit-related services.
- (3) “Tax fees” consist of fees incurred for professional services related to tax advice and assistance with tax reporting.
- (4) “All other fees” consist of \$1,800 subscription fee for accounting rules and materials.

The Audit Committee’s policy is to approve all audit and audit-related services. Permissible non-audit services are pre-approved according to fee amount threshold. Permissible non-audit services may include tax services and other services. Pre-approval is generally provided for up to one year and any pre-approval is detailed as to the particular service or category of services and is generally subject to an initial estimated budget. PwC and management are required to periodically report to the Audit Committee regarding the extent of services provided by PwC in accordance with this pre-approval, and the fees performed to date. The Audit Committee may also pre-approve particular services on a case-by-case basis.

**ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES**

Not applicable.

**ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS**

In February 2016, our board of directors approved a share repurchase program, whereby we are authorized to repurchase our ordinary shares with an aggregate value of up to \$500 million for a period through the end of June 2017. The share repurchase program was publicly announced on March 2, 2016. In 2017, our board of directors approved an extension of share repurchase plan through the end of June 2018. The extension was publicly announced on August 9, 2017. The table below sets forth a summary of the ordinary shares repurchased by us as of December 31, 2017.

| Period        | Total Number of<br>Ordinary<br>Shares Purchased | Average Price<br>Paid Per Share<br>(US\$) | Total Number of<br>Ordinary<br>Shares Purchased<br>as Part of Publicly<br>Announced Plan | Approximate<br>Dollar Value of<br>Ordinary Shares<br>that<br>May Yet Be<br>Purchased<br>Under the Plan<br>(US\$) |
|---------------|---|---|--|--|
| November 2017 | 121,624   | 99.17                                     | 453,693  | 461,813,678  |
| December 2017 | 351,748   | 101.10                                    | 805,441  | 426,251,376  |
| Total         | 473,372   | 100.61                                    | 805,441  | 426,251,376  |

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**ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT**

There is no change in our certifying accountant during the two most recent fiscal years or any subsequent interim period.

**ITEM 16G. CORPORATE GOVERNANCE**

As a foreign private issuer whose securities are listed on the Nasdaq Global Select Market, we are permitted to follow certain home country corporate governance practices instead of the requirements of the Nasdaq Marketplace Rules (the “Nasdaq Rules”) pursuant to Nasdaq Rule 5615, which provides for such exemption to compliance with the Nasdaq Rule 5600 Series. We intend to rely on the exemption available to foreign private issuers for the requirements in terms of:

- the minimum number requirement of audit committee members under Nasdaq Rule 5605(c)(2)(A);
- shareholder approval for the issuance of securities when the issuance will result in a change of control of the company under Nasdaq Rule 5635(b);
- shareholder approval for share incentive plans under Nasdaq Rule 5635(c); and
- shareholder approval for the issuance of securities, other than in a public offering, equal to 20% or more of the voting power outstanding before the issuance for less than the greater of book or market value of the stock under Nasdaq Rule 5635(d).

We are not required to and will not voluntarily meet these requirements. As a result of our use of the “foreign private issuer” exemption, our investors will not have the same protection afforded to shareholders of companies that are subject to all of Nasdaq’s corporate governance requirements. Other than the home country practice disclosed above, we have followed and intend to continue to follow the applicable corporate governance standards under the Nasdaq Rules.

**ITEM 16H. MINE SAFETY DISCLOSURE**

Not applicable.

**PART III**

**ITEM 17. FINANCIAL STATEMENTS**

We have elected to provide financial statements pursuant to Item 18.

**ITEM 18. FINANCIAL STATEMENTS**

The consolidated financial statements of Sina Corporation and its subsidiaries are included at the end of this annual report.

**ITEM 19. EXHIBITS**

The agreements filed as exhibits to this annual report on Form 20-F are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about our company or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement, and such representations and warranties have been made solely for the benefit of the other parties to the applicable agreement. The representations and warranties (i) may not be categorical statements of fact, but rather as a method of allocating the risk to one of the parties should such statements prove to be inaccurate, (ii) have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement, (iii) may apply standards of materiality in a way that is different from what may be viewed as material by investors, 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 and are subject to more recent developments. Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about our company may be found elsewhere in this annual report on Form 20-F and our other public filings, which are available without charge through the SEC's website at <http://www.sec.gov>.

| <u>Exhibit Number</u> | <u>Description</u>   |
|-----------------------|--|
| 1.1                   | <a href="#"><u>Amended and Restated Articles of Association of Sina Corporation (Filed as Exhibit 3.1 to the Registrant's Report of Foreign Issuer on Form 6-K filed on December 23, 2009 and incorporated herein by reference)</u></a>  |
| 2.1                   | <a href="#"><u>Rights Agreement dated as of April 23, 2015 between Sina Corporation and American Stock Transfer &amp; Trust Company, as Rights Agent (Filed as Exhibit 1 to the Registrant's Registration Statement on Form 8-A12B (No. 001-37361) filed on April 28, 2015, and incorporated herein by reference)</u></a>  |
| 2.2                   | <a href="#"><u>Amendment No. 1 to Rights Agreement dated as of June 22, 2015 between Sina Corporation and American Stock Transfer &amp; Trust Company, as Rights Agent (Filed as Exhibit 2 to the Amendment No. 1 to the Registrant's the Registrant's Registration Statement on Form 8-A12B (No. 001-37361) filed on November 27, 2015, and incorporated herein by reference)</u></a> |
| 2.3                   | <a href="#"><u>Indenture, dated November 20, 2013 between Sina Corporation and The Bank of New York Mellon, as trustee (Filed as Exhibit 2.7 to the Registrant's Annual Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u></a>   |
| 2.4                   | <a href="#"><u>144A 1.00% Convertible Senior Notes due 2018 (Filed as Exhibit 2.8 to the Registrant's Annual Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u></a>  |
| 2.5*                  | <a href="#"><u>Indenture, dated as of October 30, 2017, between Weibo Corporation and Deutsche Bank Trust Company Americas, as trustee</u></a>   |
| 4.1                   | Form of Indemnification Agreement between SINA.COM (currently known as Sina Corporation) and each of its officers and directors (Filed as Exhibit 10.1 to the Registrant's Registration Statement on Form F-1, Registration No. 333-11718, filed on March 27, 2000, as amended, and incorporated herein by reference)  |

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| <u>Exhibit Number</u> | <u>Description</u>  |
|-----------------------|---|
| 4.2*                  | <a href="#"><u>Translation of Share Pledge Agreements by and between the Registrant's wholly owned subsidiaries and individual shareholders of the Registrant's VIEs.</u></a>   |
| 4.3*                  | <a href="#"><u>Translation of Loan Agreements by and between the Registrant's wholly owned subsidiaries and individual shareholders of the Registrant's VIEs.</u></a>   |
| 4.4*                  | <a href="#"><u>Translation of Agreements on Authorization to Exercise Shareholder's Voting Power by and between the Registrant's wholly owned subsidiaries and individual shareholders of the Registrant's VIEs.</u></a>  |
| 4.5                   | <a href="#"><u>Translation of Form Loan Repayment Agreement by and between Registrant's wholly owned subsidiaries and individual shareholders of Registrant's VIEs.(Filed as Exhibit 4.13 to the Registrant's Report on Form 20-F filed on April 27, 2012, and incorporated herein by reference)</u></a>  |
| 4.6                   | <a href="#"><u>Translation of Form Share Transfer Agreement by and between Registrant's wholly owned subsidiaries and individual shareholders of Registrant's VIEs.(Filed as Exhibit 4.14 to the Registrant's Report on Form 20-F filed on April 27, 2012, and incorporated herein by reference).</u></a> |
| 4.7                   | <a href="#"><u>Translation of Form Exclusive Technical Services Agreement by and between Registrant's wholly owned subsidiaries and Registrant's VIEs (Filed as Exhibit 4.15 to the Registrant's Report on Form 20-F filed on April 27, 2012, and incorporated herein by reference)</u></a>               |
| 4.8                   | <a href="#"><u>Translation of Form Exclusive Sales Agency Agreement by and between Registrant's wholly owned subsidiaries and Registrant's VIEs (Filed as Exhibit 4.16 to the Registrant's Report on Form 20-F filed on April 27, 2012, and incorporated herein by reference)</u></a>                     |
| 4.9                   | <a href="#"><u>Translation of Form Trademark License Agreement by and between Registrant's wholly owned subsidiaries and Registrant's VIEs (Filed as Exhibit 4.17 to the Registrant's Report on Form 20-F filed on April 27, 2012, and incorporated herein by reference)</u></a>                          |
| 4.10                  | <a href="#"><u>Change of Control Agreement dated February 1, 2001 with Charles Chao (Filed as Exhibit 10.48 to the Registrant's Report on Form 10-Q for the three month period ended March 31, 2001, and incorporated herein by reference)</u></a>  |
| 4.11                  | <a href="#"><u>Amended and Restated 2007 Share Incentive Plan (Filed as Exhibit 4.1 to the Registrant's Report on Form S-8 filed on September 3, 2010, and incorporated herein by reference)</u></a>  |
| 4.12                  | <a href="#"><u>Form of share option agreement for non-employee directors (Filed as Exhibit 4.44 to the Registrant's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference)</u></a>   |
| 4.13                  | <a href="#"><u>Form of restricted share unit agreement for existing service providers (Filed as Exhibit 4.45 to the Registrant's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference)</u></a>  |
| 4.14                  | <a href="#"><u>Form of performance restricted share unit agreement (Filed as Exhibit 4.46 to the Registrant's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference)</u></a>   |
| 4.15                  | <a href="#"><u>Form of share option agreement for existing service providers (Filed as Exhibit 4.47 to the Registrant's Report on Form 20-F filed on June 30, 2008, and incorporated herein by reference)</u></a>   |
| 4.16                  | <a href="#"><u>Form of restricted share unit agreement for existing service providers (Filed as Exhibit 4.40 to the Registrant's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference)</u></a>  |
| 4.17                  | <a href="#"><u>Form of restricted share unit agreement for existing service providers (Filed as Exhibit 4.41 to the Registrant's Report on Form 20-F filed on June 29, 2009, and incorporated herein by reference)</u></a>  |

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| <u>Exhibit Number</u> | <u>Description</u>  |
|-----------------------|---|
| 4.18                  | <u>Amended and Restated Shareholders' Agreement between Sina Corporation, Ali WB Investment Holding Limited and Weibo Corporation and the amendments thereto (Filed as Exhibit 4.31 to the Registrant's Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u>  |
| 4.19                  | <u>Master Transaction Agreement between Sina Corporation and Weibo Corporation (Filed as Exhibit 4.32 to the Registrant's Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u>  |
| 4.20                  | <u>Transitional Services Agreement between Sina Corporation and Weibo Corporation (Filed as Exhibit 4.33 to the Registrant's Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u>   |
| 4.21                  | <u>Non-Competition Agreement between Sina Corporation and Weibo Corporation (Filed as Exhibit 4.34 to the Registrant's Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u>   |
| 4.22                  | <u>Sales and Marketing Services Agreement between Sina Corporation and Weibo Corporation (Filed as Exhibit 4.35 to the Registrant's Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u>  |
| 4.23                  | <u>Intellectual Property License Agreement between Sina Corporation and Weibo Corporation (Filed as Exhibit 4.36 to the Registrant's Report on Form 20-F filed on April 29, 2014, and incorporated herein by reference)</u>   |
| 4.24                  | <u>Subscription Agreement between Sina Corporation and Mr. Charles Chao dated as of June 1, 2015 (Filed as Exhibit B to the Schedule 13D filed jointly by Mr. Charles Chao and New Wave MMXV Limited on November 16, 2015, and incorporated herein by reference)</u>  |
| 4.25                  | <u>Registration Rights Agreement between Sina Corporation and New Wave MMXV Limited dated as of November 6, 2015 (Filed as Exhibit E to the Schedule 13D filed jointly by Mr. Charles Chao and New Wave MMXV Limited on November 16, 2015, and incorporated herein by reference)</u>  |
| 4.26                  | <u>2015 Share Incentive Plan (Filed as Exhibit 4.39 to the Registrant's Report on Form 20-F filed on April 28, 2016, and incorporated herein by reference)</u>  |
| 4.27                  | <u>Series A-16 Preferred Share Purchase Agreement between our subsidiary WB Online Investment Limited and Xiaoju Kuaizhi Inc. (Filed as Exhibit 4.22 to Weibo Corporation's annual report on Form 20-F filed on April 28, 2016, and incorporated herein by reference).</u>  |
| 4.28                  | <u>Equity Commitment Letter dated April 15, 2016, between Sina Corporation and E-House Holdings Ltd. (Filed as Exhibit 7.05 to the amendment no. 6 to Schedule 13D filed jointly by Sina Corporation, Mr. Xin Zhou, Mr. Neil Nanpeng Sheng and other reporting persons on April 15, 2016, and incorporated herein by reference)</u>   |
| 4.29                  | <u>Limited Guarantee dated April 15, 2016, between E-House (China) Holdings Limited, Mr. Xin Zhou, Mr. Neil Nanpeng Shen and Sina Corporation (Filed as Exhibit 7.07 to the amendment no. 6 to Schedule 13D filed jointly by Sina Corporation, Mr. Xin Zhou, Mr. Neil Nanpeng Sheng and other reporting persons on April 15, 2016, and incorporated herein by reference)</u>  |
| 4.30                  | <u>Rollover Agreement dated April 15, 2016, between E-House Holdings Ltd., Mr. Xin Zhou, Kanrich Holdings Limited, On Chance Inc., Jun Heng Investment Limited, Mr. Neil Nanpeng Shen, Smart Create Group Limited, Smart Master International Limited and Sina Corporation (Filed as Exhibit 7.08 to the amendment no. 6 to Schedule 13D filed jointly by Sina Corporation, Mr. Xin Zhou, Mr. Neil Nanpeng Sheng and other reporting persons on April 15, 2016, and incorporated herein by reference)</u> |
| 4.31                  | <u>Voting Agreement dated April 15, 2016, between E-House Holdings Ltd., Mr. Xin Zhou, Kanrich Holdings Limited, On Chance Inc., Jun Heng Investment Limited, Mr. Neil Nanpeng Shen, Smart Create Group Limited, Smart Master International Limited and Sina Corporation (Filed as Exhibit 7.09 to the amendment no. 6 to Schedule 13D filed jointly by Sina Corporation, Mr. Xin Zhou, Mr. Neil Nanpeng Sheng and other reporting persons on April 15, 2016, and incorporated herein by reference)</u>   |

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| <u>Exhibit Number</u> | <u>Description</u>  |
|-----------------------|---|
| 4.32                  | <a href="#"><u>Shareholder Agreement dated August 12, 2016 among E-House Holdings Ltd., Sina Corporation and certain other shareholders of E-House Holdings Ltd. (Filed as Exhibit 7.01 to the Schedule 13D filed by Sina Corporation on August 22, 2016, and incorporated herein by reference)</u></a> |
| 4.33                  | <a href="#"><u>Registration Rights Agreement dated March 21, 2017 between Sina Corporation and Leju Holdings Limited (Filed as Exhibit 4.42 to Leju Holdings Limited's annual report on Form 20-F filed on April 21, 2017, and incorporated herein by reference)</u></a>                                |
| 4.34                  | <a href="#"><u>Subscription Agreement between Sina Corporation and New Wave XXMV Limited dated as of November 6, 2017 (Filed as Exhibit F to the Schedule 13D/A filed jointly by Mr. Charles Chao and New Wave MMXV Limited on November 15, 2017, and incorporated herein by reference)</u></a>         |
| 8.1*                  | <a href="#"><u>List of Subsidiaries and Variable Interest Entities.</u></a>   |
| 12.1*                 | <a href="#"><u>Certificate of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>  |
| 12.2*                 | <a href="#"><u>Certificate of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>  |
| 13.1**                | <a href="#"><u>Certificate of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>  |
| 13.2**                | <a href="#"><u>Certificate of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>  |
| 15.1*                 | <a href="#"><u>Consent of Independent Registered Public Accounting Firm.</u></a>  |
| 15.2*                 | <a href="#"><u>Consent of TransAsia Lawyers.</u></a>  |
| 15.3*                 | <a href="#"><u>Consent of Maples and Calder (Hong Kong) LLP.</u></a>  |
| 101.INS*              | XBRL Instance Document.   |
| 101.SCH*              | XBRL Taxonomy Extension Schema Document.  |
| 101.CAL*              | XBRL Taxonomy Extension Calculation Linkbase Document.  |
| 101.DEF*              | XBRL Taxonomy Extension Definition Linkbase Document.   |
| 101.LAB*              | XBRL Taxonomy Extension Label Linkbase Document.  |
| 101.PRE*              | XBRL Taxonomy Extension Presentation Linkbase Document.   |

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\* Filed herewith.

\*\* Furnished herewith.

**SIGNATURES**

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Sina Corporation

By: /s/ Charles Chao

Name: Charles Chao

Title: Chairman of the Board and  
Chief Executive Officer

Date: April 26, 2018

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## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Sina Corporation:

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Sina Corporation and its subsidiaries (the “Company”) as of December 31, 2017 and 2016, and the related consolidated statements of comprehensive income, of shareholders’ equity and of cash flows for each of the three years in the period ended December 31, 2017, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2017 and 2016, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2017 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it presents restricted cash and cash equivalents in the statement of cash flows in 2017.

### ***Basis for Opinions***

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 15, management has excluded Beijing Weiju Future Technology Co. Ltd (“Weiju”) and Wexfin Inc (“Weihui”) from its assessment of internal control over financial reporting as of December 31, 2017 because they were acquired by the Company in a purchase business combination during 2017. We have also excluded Weiju and Weihui from our audit of internal control over financial reporting. Weiju is a consolidated variable interest entity and Weihui is a majority-owned consolidated subsidiary, whose total assets and total revenues excluded from management’s assessment and our audit of internal control over financial reporting represent 2% and 3%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2017.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers Zhong Tian LLP

PricewaterhouseCoopers Zhong Tian LLP

Beijing, the People’s Republic of China

April 26, 2018

We have served as the Company’s auditor since 2002.

**SINA CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except for share and par value)

|   | As of December 31,  |                     |
|---|---------------------|---------------------|
|   | 2016                | 2017                |
| <b>ASSETS</b>   |                     |                     |
| Current assets:   |                     |                     |
| Cash and cash equivalents   | \$ 1,407,625        | \$ 1,990,552        |
| Short-term investments  | 389,440             | 1,381,991           |
| Restricted cash   | 241,306             | 216,151             |
| Accounts receivable, net of allowances for doubtful accounts of \$14,068 and \$20,214, respectively (including due from related parties of \$60,896 and \$75,037 as of December 31, 2016 and 2017, respectively, Note 9)  | 210,328             | 285,681             |
| Prepaid expenses and other current assets (Note 9)  | 407,373             | 228,238             |
| Total current assets  | 2,656,072           | 4,102,613           |
| Property and equipment, net (Note 9)  | 241,680             | 262,676             |
| Long-term investments, net (Note 4)   | 1,318,207           | 1,288,816           |
| Intangible assets, net (Note 6)   | 1,842               | 22,811              |
| Goodwill (Note 6)   | 10,266              | 81,396              |
| Other assets (Note 9)   | 56,807              | 57,082              |
| Total assets  | <u>\$ 4,284,874</u> | <u>\$ 5,815,394</u> |
| <b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>   |                     |                     |
| Current liabilities (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of \$556,738 and \$671,205 as of December 31, 2016 and 2017, respectively. Note 2):   |                     |                     |
| Accounts payable  | \$ 108,381          | \$ 130,431          |
| Amount due to customers   | 241,306             | 216,151             |
| Accrued expenses and other current liabilities (Note 9)   | 452,751             | 446,779             |
| Short-term bank loans   | 33,152              | 89,309              |
| Income taxes payable  | 40,127              | 102,458             |
| Deferred revenues (including deferred revenue from related parties of \$19,186 and \$14,666 as of December 31, 2016 and 2017, respectively)   | 95,566              | 134,580             |
| Convertible debt (Note 18)  | —                   | 153,092             |
| Total current liabilities   | 971,283             | 1,272,800           |
| Long-term liabilities (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of \$3,790 and \$6,483 as of December 31, 2016 and 2017, respectively. Note 2):   |                     |                     |
| Convertible debt (Note 18)  | 153,092             | 879,983             |
| Deferred revenues from related parties (Note 10)  | 65,188              | 54,372              |
| Other long-term liabilities   | 4,332               | 8,510               |
| Total long-term liabilities   | 222,612             | 942,865             |
| Total liabilities   | 1,193,895           | 2,215,665           |
| Commitments and contingencies (Note 19)   |                     |                     |
| Shareholders' equity:   |                     |                     |
| SINA shareholders' equity:  |                     |                     |
| Preferred shares: \$1.00 par value; 3,750,000 and 3,750,000 shares authorized; nil shares issued and outstanding as of December 31, 2016; 7,150 shares issued and outstanding as of December 31, 2017, respectively (Note 15)   | —                   | 7                   |
| Ordinary shares: \$0.133 par value; 150,000,000 and 150,000,000 shares authorized; 80,543,686 shares issued and 70,937,110 shares outstanding as of December 31, 2016; 81,489,677 shares issued and 71,409,729 shares outstanding as of December 31, 2017, respectively | 10,713              | 10,838              |
| Treasury stock (9,606,576 and 10,079,948 shares as of December 31, 2016 and 2017, respectively, Note 18)  | (436,818)           | (484,442)           |
| Additional paid-in capital  | 2,610,173           | 3,192,073           |
| Accumulated other comprehensive income  | 60,405              | 90,696              |
| Retained earnings   | 435,117             | 37,670              |
| Total SINA shareholders' equity   | 2,679,590           | 2,846,842           |
| Non-controlling interests (Note 8)  | 411,389             | 752,887             |
| Total shareholders' equity  | 3,090,979           | 3,599,729           |
| Total liabilities and shareholders' equity  | <u>\$ 4,284,874</u> | <u>\$ 5,815,394</u> |

The accompanying notes are an integral part of these consolidated financial statements.

**SINA CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In thousands, except per share data)

|   | Years Ended December 31, |                     |                   |
|---|--------------------------|---------------------|-------------------|
|   | 2015                     | 2016                | 2017              |
| Net revenues:   |                          |                     |                   |
| Advertising   |                          |                     |                   |
| Third parties   | \$ 505,934               | \$ 732,724          | \$ 1,131,500      |
| Related parties   | 237,295                  | 138,463             | 180,366           |
|   | <u>743,229</u>           | <u>871,187</u>      | <u>1,311,866</u>  |
| Non-advertising (including amortization of deferred revenues related to the license to Leju of \$10,435, \$10,435 and \$10,435 for 2015, 2016 and 2017, respectively) | 137,440                  | 159,749             | 272,018           |
|   | <u>880,669</u>           | <u>1,030,936</u>    | <u>1,583,884</u>  |
| Costs of revenues:  |                          |                     |                   |
| Advertising   | 280,455                  | 288,044             | 325,494           |
| Non-advertising   | 54,925                   | 66,652              | 88,643            |
|   | <u>335,380</u>           | <u>354,696</u>      | <u>414,137</u>    |
| Gross profit  | <u>545,289</u>           | <u>676,240</u>      | <u>1,169,747</u>  |
| Operating expenses:   |                          |                     |                   |
| Sales and marketing   | 230,428                  | 247,068             | 408,856           |
| Product development   | 209,771                  | 216,228             | 267,392           |
| General and administrative  | 92,868                   | 99,474              | 104,923           |
| Goodwill and acquired intangibles impairment (Note 6)   | —                        | 40,194              | —                 |
| Total operating expenses  | <u>533,067</u>           | <u>602,964</u>      | <u>781,171</u>    |
| Income from operations  | 12,222                   | 73,276              | 388,576           |
| Interest and other income, net  | 22,392                   | 26,213              | 42,696            |
| Change in fair value of option liability (Note 4)   | —                        | (28,456)            | —                 |
| Income (loss) from equity method investments, net   | 218                      | (11,766)            | (16,070)          |
| Realized gain on investments  | 19,790                   | 289,693             | 132,007           |
| Investment related impairment   | (8,479)                  | (44,433)            | (122,970)         |
| Income before income tax expense  | 46,143                   | 304,527             | 424,239           |
| Income tax expense (Note 11)  | (10,420)                 | (27,219)            | (74,676)          |
| Net income  | 35,723                   | 277,308             | 349,563           |
| Less: Net income attributable to the non-controlling interests  | 10,045                   | 52,221              | 192,994           |
| Net income attributable to SINA's ordinary shareholders   | <u>\$ 25,678</u>         | <u>\$ 225,087</u>   | <u>\$ 156,569</u> |
| Other comprehensive income (loss)   |                          |                     |                   |
| Available-for-sale investments:   |                          |                     |                   |
| Change in unrealized gain (net of tax of nil, nil, and nil for 2015, 2016 and 2017 respectively)  | 43,878                   | 11,845              | 55,575            |
| Less: reclassification adjustment for net gain included in net income (net of tax of nil, nil, and nil for 2015, 2016 and 2017, respectively)                         | 18,986                   | 92,640              | 91,182            |
| Net change in unrealized gain (loss), net of tax  | 24,892                   | (80,795)            | (35,607)          |
| Currency translation adjustments  | (37,009)                 | (72,399)            | 87,258            |
| Total other comprehensive income (loss)   | <u>\$ (12,117)</u>       | <u>\$ (153,194)</u> | <u>\$ 51,651</u>  |
| Total comprehensive income  | <u>23,606</u>            | <u>124,114</u>      | <u>401,214</u>    |
| Less: Comprehensive income attributable to non-controlling interests  | 9,531                    | 43,536              | 214,354           |
| Comprehensive income attributable to SINA's ordinary shareholders   | <u>\$ 14,075</u>         | <u>\$ 80,578</u>    | <u>\$ 186,860</u> |
| Basic net income per share  | \$ 0.43                  | \$ 3.20             | \$ 2.20           |
| Shares used in computing basic net income per share   | 60,237                   | 70,301              | 71,284            |
| Diluted net income per share  | \$ 0.40                  | \$ 3.01             | \$ 2.09           |
| Shares used in computing diluted net income per share   | 60,648                   | 77,511              | 73,931            |

The accompanying notes are an integral part of these consolidated financial statements.

**SINA CORPORATION**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(In thousands)

|  | SINA Shareholders' Equity |           |                  |        |                |              |                            |  |                   |                           |                            |
|--|---------------------------|-----------|------------------|--------|----------------|--------------|----------------------------|--|-------------------|---------------------------|----------------------------|
|  | Ordinary Shares           |           | Preferred Shares |        | Treasury Stock |              | Additional Paid-In Capital | Accumulated Other Comprehensive Income | Retained Earnings | Non-controlling Interests | Total Shareholders' Equity |
|  | Shares                    | Amount    | Shares           | Amount | Shares         | Amount       |                            |  |                   |                           |                            |
| Balances at January 1, 2015  | 67,605                    | \$ 8,991  | —                | \$ —   | (7,571)        | \$ (348,979) | \$ 1,746,293               | \$ 216,517                             | \$ 522,950        | \$ 275,498                | \$ 2,421,270               |
| Issuance of ordinary shares pursuant to stock plans  | 510                       | 68        | —                | —      | —              | —            | 1,394                      | —                                      | —                 | —                         | 1,462                      |
| Issuance of ordinary shares to the chief executive officer (Note 15)                                     | 11,000                    | 1,463     | —                | —      | —              | —            | 454,927                    | —                                      | —                 | —                         | 456,390                    |
| Non-cash stock-based compensation expenses   | —                         | —         | —                | —      | —              | —            | 29,740                     | —                                      | —                 | 26,399                    | 56,139                     |
| Repurchase of ordinary shares (Note 18)  | —                         | —         | —                | —      | (1,704)        | (61,714)     | —                          | —                                      | —                 | —                         | (61,714)                   |
| Deemed distribution to non-controlling shareholders (related to sale of the Weibo Fund by SINA to Weibo) | —                         | —         | —                | —      | —              | —            | (8,153)                    | —                                      | —                 | 8,153                     | —                          |
| Tax payment on SINA's sale of Weibo share to Alibaba   | —                         | —         | —                | —      | —              | —            | (27,800)                   | —                                      | —                 | —                         | (27,800)                   |
| Sale (Purchase) of subsidiaries' shares to/from non-controlling interests                                | —                         | —         | —                | —      | —              | —            | —                          | —                                      | —                 | (808)                     | (808)                      |
| Settlement of stock-based awards in a subsidiary   | —                         | —         | —                | —      | —              | —            | 15,500                     | —                                      | —                 | (7,377)                   | 8,123                      |
| Net income   | —                         | —         | —                | —      | —              | —            | —                          | —                                      | 25,678            | 10,045                    | 35,723                     |
| Unrealized gain on available-for-sale securities (Note 4)  | —                         | —         | —                | —      | —              | —            | —                          | 24,892                                 | —                 | —                         | 24,892                     |
| Currency translation adjustments   | —                         | —         | —                | —      | —              | —            | —                          | (36,495)                               | —                 | (514)                     | (37,009)                   |
| Balances at December 31, 2015  | 79,115                    | \$ 10,522 | —                | \$ —   | (9,275)        | \$ (410,693) | \$ 2,211,901               | \$ 204,914                             | \$ 548,628        | \$ 311,396                | \$ 2,876,668               |
| Issuance of ordinary shares pursuant to stock plans  | 1,429                     | 191       | —                | —      | —              | —            | 31,667                     | —                                      | —                 | —                         | 31,858                     |
| Non-cash stock-based compensation expenses   | —                         | —         | —                | —      | —              | —            | 36,926                     | —                                      | —                 | 36,902                    | 73,828                     |
| Repurchase of ordinary shares (Note 18)  | —                         | —         | —                | —      | (332)          | (26,125)     | —                          | —                                      | —                 | —                         | (26,125)                   |
| In-kind distribution of Weibo's shares (Note 15)   | —                         | —         | —                | —      | —              | —            | 316,650                    | (338,598)                              | —                 | 21,948                    | —                          |
| Sale (Purchase) of subsidiaries' shares to/from non-controlling interests                                | —                         | —         | —                | —      | —              | —            | 1,093                      | —                                      | —                 | 5,557                     | 6,650                      |
| Settlement of stock-based awards in a subsidiary   | —                         | —         | —                | —      | —              | —            | 11,936                     | —                                      | —                 | (7,950)                   | 3,986                      |
| Net income   | —                         | —         | —                | —      | —              | —            | —                          | —                                      | 225,087           | 52,221                    | 277,308                    |
| Unrealized gain (loss) on available-for-sale securities (Note 4)   | —                         | —         | —                | —      | —              | —            | —                          | (82,050)                               | —                 | 1,255                     | (80,795)                   |
| Currency translation adjustments   | —                         | —         | —                | —      | —              | —            | —                          | (62,459)                               | —                 | (9,940)                   | (72,399)                   |
| Balances at December 31, 2016  | 80,544                    | \$ 10,713 | —                | \$ —   | (9,607)        | \$ (436,818) | \$ 2,610,173               | \$ 60,405                              | \$ 435,117        | \$ 411,389                | \$ 3,090,979               |
| Issuance of ordinary shares pursuant to stock plans  | 946                       | 125       | —                | —      | —              | —            | 808                        | —                                      | —                 | —                         | 933                        |
| Issuance of preferred shares to New Wave (Note 15)   | —                         | —         | 7                | 7      | —              | —            | —                          | —                                      | —                 | —                         | 7                          |
| Non-cash stock-based compensation expenses   | —                         | —         | —                | —      | —              | —            | 43,011                     | —                                      | —                 | 48,376                    | 91,387                     |
| Repurchase of ordinary shares (Note 18)  | —                         | —         | —                | —      | (473)          | (47,624)     | —                          | —                                      | —                 | —                         | (47,624)                   |
| In-kind distribution of Weibo's shares (Note 15)   | —                         | —         | —                | —      | —              | —            | 522,271                    | (554,016)                              | —                 | 31,745                    | —                          |
| Non-controlling interests arising from business acquisitions (Note 5)                                    | —                         | —         | —                | —      | —              | —            | —                          | —                                      | —                 | 43,112                    | 43,112                     |
| Sale (Purchase) of subsidiaries' shares to/from non-controlling interests                                | —                         | —         | —                | —      | —              | —            | (1,868)                    | —                                      | —                 | 19,382                    | 17,514                     |
| Settlement of stock-based awards in a subsidiary   | —                         | —         | —                | —      | —              | —            | 17,678                     | —                                      | —                 | (15,471)                  | 2,207                      |
| Net income   | —                         | —         | —                | —      | —              | —            | —                          | —                                      | 156,569           | 192,994                   | 349,563                    |
| Unrealized loss on available-for-sale securities (Note 4)  | —                         | —         | —                | —      | —              | —            | —                          | (35,075)                               | —                 | (532)                     | (35,607)                   |
| Currency translation adjustments   | —                         | —         | —                | —      | —              | —            | —                          | 65,366                                 | —                 | 21,892                    | 87,258                     |
| Balances at December 31, 2017  | 81,490                    | \$ 10,838 | 7                | \$ 7   | (10,080)       | \$ (484,442) | \$ 3,192,073               | \$ 90,696                              | \$ 37,670         | \$ 752,887                | \$ 3,599,729               |

The accompanying notes are an integral part of these consolidated financial statements.

**SINA CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

|   | Years Ended December 31, |                     |                     |
|---|--------------------------|---------------------|---------------------|
|   | 2015                     | 2016                | 2017                |
| <b>Cash flows from operating activities:</b>  |                          |                     |                     |
| Net income  | \$ 35,723                | \$ 277,308          | \$ 349,563          |
| Adjustments to reconcile net income to net cash provided by operating activities:         |                          |                     |                     |
| Depreciation of property and equipment  | 33,218                   | 26,560              | 28,642              |
| Amortization of intangible assets   | 3,564                    | 1,908               | 4,560               |
| Amortization of convertible debt issuance cost (Note 18)                                  | 4,393                    | 4,266               | 690                 |
| Stock-based compensation  | 56,139                   | 73,828              | 91,387              |
| Provision for allowance for doubtful accounts   | 14,933                   | 14,621              | 8,465               |
| Deferred tax benefits   | (3,528)                  | (5,470)             | (3,214)             |
| Loss (Income) from equity method investments, net   | (218)                    | 11,766              | 16,070              |
| Dividends received from equity method investments   | 16,667                   | 3,103               | 7,680               |
| Realized gain on investments  | (19,790)                 | (289,693)           | (132,007)           |
| Investment related impairment   | 8,479                    | 44,433              | 122,970             |
| Goodwill and acquired intangibles impairment (Note 6)                                     | —                        | 40,194              | —                   |
| Foreign exchange loss   | 2,191                    | —                   | —                   |
| Loss (Gain) on disposal of property and equipment   | 223                      | 57                  | (178)               |
| Change in fair value of option liability (Note 4)   | —                        | 28,456              | —                   |
| Changes in assets and liabilities, net of acquisitions:                                   |                          |                     |                     |
| Accounts receivable   | 5,012                    | (12,601)            | (61,339)            |
| Prepaid expenses and other current assets   | (13,296)                 | (18,160)            | (15,578)            |
| Other assets  | 3,496                    | 2,554               | (1,008)             |
| Accounts payable  | 5,225                    | 14,329              | 15,963              |
| Amount due to customers   | 98,226                   | 100,654             | (25,155)            |
| Accrued expenses and other current liabilities  | 57,430                   | 90,075              | 113,983             |
| Income taxes payable  | (949)                    | 24,913              | 58,825              |
| Deferred revenues   | 20,758                   | 10,557              | 15,973              |
| Others  | 242                      | (9)                 | (2)                 |
| Net cash provided by operating activities   | <u>328,138</u>           | <u>443,649</u>      | <u>596,290</u>      |
| <b>Cash flows from investing activities:</b>  |                          |                     |                     |
| Purchases of short-term investments   | (1,933,878)              | (1,116,340)         | (2,140,946)         |
| Maturities of short-term investments  | 1,434,525                | 2,153,181           | 1,166,184           |
| Cash paid for business combination, net of cash acquired (Note 5)                         | —                        | —                   | 242                 |
| Purchases of property and equipment   | (45,466)                 | (37,688)            | (44,907)            |
| Cash paid (including prepayments) on long-term investments                                | (687,176)                | (862,848)           | (150,448)           |
| RMB Deposit received from (repaid to) E-House (Note 4)                                    | —                        | 128,153             | (135,386)           |
| Consideration received from E-House for share exchange with Leju (Note 4)                 | —                        | —                   | 127,600             |
| Repayment from/(Loan to) a third party  | (21,000)                 | —                   | 21,000              |
| Proceeds from disposal/ refund of long-term investments                                   | 227,002                  | 680,381             | 168,486             |
| Others  | 97                       | 959                 | 228                 |
| Net cash provided by (used in) investing activities                                       | <u>(1,025,896)</u>       | <u>945,798</u>      | <u>(987,947)</u>    |
| <b>Cash flows from financing activities:</b>  |                          |                     |                     |
| Proceeds from issuance of ordinary shares pursuant to stock plans                         | 9,284                    | 36,045              | 3,220               |
| Proceeds from issuance shares to New Wave, a related party (Note 15)                      | 456,390                  | —                   | 7                   |
| Proceeds received from non-controlling interests shareholders                             | 652                      | 127                 | 20,330              |
| Cash paid for purchase of non-controlling interests in subsidiary                         | (1,460)                  | (3,273)             | (1,844)             |
| Tax payment on SINA's sale of Weibo share   | (27,800)                 | —                   | —                   |
| Proceeds from issuance of Weibo convertible senior notes, net of issuance cost (Note 18)  | —                        | —                   | 879,293             |
| Redemption of senior convertible notes of SINA (Note 18)                                  | —                        | (646,908)           | —                   |
| Repurchase of ordinary shares (Note 18)   | (61,714)                 | (26,125)            | (47,624)            |
| Proceeds from short-term bank loans   | 55,062                   | 103,951             | 87,560              |
| Repayment of short-term bank loans  | (55,062)                 | (68,113)            | (33,733)            |
| Proceeds from third-party loans   | 21,000                   | 22,485              | —                   |
| Repayment of third-party loans  | —                        | (21,599)            | (20,239)            |
| Net cash provided by (used in) financing activities                                       | <u>396,352</u>           | <u>(603,410)</u>    | <u>886,970</u>      |
| Effect of exchange rate change on cash, cash equivalents and restricted cash              | (18,185)                 | (41,197)            | 62,459              |
| Net increase (decrease) in cash and cash equivalents and restricted cash                  | (319,591)                | 744,840             | 557,772             |
| Cash, cash equivalents and restricted cash at the beginning of the year                   | <u>1,223,682</u>         | <u>904,091</u>      | <u>1,648,931</u>    |
| Including:  |                          |                     |                     |
| Cash and cash equivalents at the beginning of the year                                    | 1,223,682                | 763,439             | 1,407,625           |
| Restricted cash at the beginning of the year  | —                        | 140,652             | 241,306             |
| Cash, cash equivalents and restricted cash at the end of the year                         | <u>\$ 904,091</u>        | <u>\$ 1,648,931</u> | <u>\$ 2,206,703</u> |
| Including:  |                          |                     |                     |
| Cash and cash equivalents at the end of the year  | 763,439                  | 1,407,625           | 1,990,552           |
| Restricted cash at the end of the year  | 140,652                  | 241,306             | 216,151             |
| <b>Supplemental disclosures:</b>  |                          |                     |                     |
| Cash paid for income taxes  | \$ (14,522)              | \$ (8,210)          | \$ (17,313)         |
| Cash paid for interest, net of amounts capitalized  | <u>\$ (6,949)</u>        | <u>\$ (8,330)</u>   | <u>\$ (1,987)</u>   |
| <b>Non-cash investing and financing activities</b>  |                          |                     |                     |
| Deemed distribution to non-controlling interests from the transfer of Weibo Fund (Note 7) | 8,153                    | —                   | —                   |
| Exchanges of long-term investments in E-House and Leju (Note 4)                           | —                        | 322,726             | —                   |
| In-kind distribution of Weibo's shares (Note 15)  | —                        | 338,598             | 554,016             |
| Unpaid consideration for acquisitions   | —                        | —                   | 5,704               |
| Changes in account payable related to property and equipment addition                     | <u>\$ 39</u>             | <u>\$ 19,923</u>    | <u>\$ (12,369)</u>  |

The accompanying notes are an integral part of these consolidated financial statements.

**SINA CORPORATION  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Operations**

Sina Corporation (“SINA,” “we” or the “Company”) is an online media company serving China and the global Chinese communities. The Company’s digital media network of SINA.com (portal), SINA mobile (mobile portal and mobile apps) and Weibo (social media) enables Internet users to access professional media and user generated content (UGC) in multi-media formats from desktop personal computers and mobile devices and share their interests with friends and acquaintances. SINA.com offers distinct and targeted professional content on each of its region specific websites and a full range of complementary offerings. SINA mobile provides news information and entertainment content from SINA.com customized for mobile users in WAP (mobile browser) format, SINA.cn and mobile application format. Weibo is a leading social media for people to create, share and discover Chinese-language content. By providing an unprecedented and simple way for people and organizations to publicly express themselves in real time, interact with others on a massive global platform and stay connected with the world, Weibo has had a profound social impact in China. Through these properties and other product lines, the Company offers an array of online media and social media services to users to create a rich canvas for businesses and advertisers to effectively connect and engage with their targeted audiences. The Company generates the majority of its revenues from online advertising and marketing services, and, to a lesser degree, from fee-based services.

On April 17, 2014, Weibo completed its initial public offering (“IPO”) on the Nasdaq Global Select Market. After Weibo’s offering, SINA continues to control Weibo and consolidates Weibo as its controlling shareholder, but recognizes non-controlling interest reflecting the shares held by the shareholders other than SINA in the consolidated financial statements.

**2. Significant Accounting Policies**

*Basis of presentation and use of estimates*

The preparation of the Company’s consolidated financial statements is in conformity with Generally Accepted Accounting Principles in the United States (“US GAAP”), which requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses for the periods reported. Actual results may differ materially from such estimates. The Company believes the basis of consolidation, fair value, the recognition of non-controlling interests, revenue recognition, taxation, business combination, net income (loss) per share, goodwill and other long-lived assets, allowances for doubtful accounts, long-term investments, stock-based compensation and foreign currency represent critical accounting policies that reflect the more significant judgments and estimates used in the preparation of its consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The amendments in this ASU require that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash. Therefore, amounts generally described as restricted cash should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The Company early adopted the amendments in the first quarter of fiscal year 2017 on a basis of using a retrospective method to each period presented. The changes in restricted cash in the consolidated cash flow were \$140.7 million, \$100.7 million and \$(25.2) million for the years ended December 31, 2015, 2016 and 2017, respectively, which were no longer presented within investing activities and were retrospectively included in the changes of cash, cash equivalents and restricted cash as required.

*Consolidation*

The consolidated financial statements include the accounts of the Company, its wholly-owned and majority-owned subsidiaries and its variable interest entities (“VIEs”), of which the Company is the primary beneficiary. All significant intercompany balances and transactions have been eliminated.

To comply with PRC laws and regulations, the Company provides substantially all of its Internet content, online payment services and mobile value added service (“MVAS”) in China via its VIEs, which hold critical operating licenses that enable the Company to do business in China. Substantially all of the Company’s revenues, costs and net income (loss) in China are directly or indirectly generated through these VIEs. The Company has signed various agreements with its VIEs to allow the transfer of economic benefits from the VIEs to the Company.

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The Company's VIEs are wholly or partially owned by nominee shareholders of the Company. The capital for the VIEs are funded by the Company and recorded as interest-free loans to these nominee shareholders. These loans were eliminated with the capital of the VIEs during consolidation. Under various contractual agreements, nominee shareholders of the VIEs are required to transfer their ownership in these entities to the Company's subsidiaries in China when permitted by PRC laws and regulations or to designees of the Company at any time for the amount of loans outstanding. All voting rights of the VIEs are assigned to the Company and the Company has the right to appoint all directors and senior management personnel of the VIEs. The Company has also entered into exclusive technical service agreements with the VIEs, under which the Company provided technical and other services to the VIEs. In addition, nominee shareholders of the VIEs have pledged their shares in the VIEs as collateral for the non-payment of loans or for the technical and other services fees due to the Company. As of December 31, 2016 and 2017, the total amount of interest-free loans to these nominee shareholders was \$68.9 million and \$262.2 million, respectively, and the aggregate accumulated losses of all VIEs were approximately \$70.5 million and \$34.9 million, respectively, which have been included in the consolidated financial statements.

The following table sets forth the assets, liabilities, results of operations and changes in cash, cash equivalents and restricted cash of the VIEs and their subsidiaries taken as a whole, which were included in the Company's consolidated balance sheets and statements of comprehensive income (loss) with intercompany transactions eliminated:

|                   | As of December 31, |         |              |
|-------------------|--------------------|---------|--------------|
|                   | 2016               |         | 2017         |
|                   | (In thousands)     |         |              |
| Total assets      | \$                 | 591,695 | \$ 1,007,355 |
| Total liabilities | \$                 | 571,551 | \$ 689,459   |

|                   | Year Ended December 31, |             |              |
|-------------------|-------------------------|-------------|--------------|
|                   | 2015                    | 2016        | 2017         |
|                   | (In thousands)          |             |              |
| Net revenues      | \$ 743,535              | \$ 893,010  | \$ 1,372,419 |
| Net income (loss) | \$ (14,378)             | \$ (26,627) | \$ 35,649    |

|   | Year Ended December 31, |            |             |
|---|-------------------------|------------|-------------|
|   | 2015                    | 2016       | 2017        |
|   | (In thousands)          |            |             |
| Net cash provided by (used in) operating activities                   | \$ 368,185              | \$ 139,225 | \$ (78,813) |
| Net cash used in investing activities                                 | (177,175)               | (152,719)  | (70,971)    |
| Net cash provided by financing activities                             | 20,280                  | 37,021     | 128,730     |
| Net increase (decrease) in cash, cash equivalents and restricted cash | \$ 211,290              | \$ 23,527  | \$ (21,054) |

As of December 31, 2016 and 2017, the total assets for the consolidated VIEs were \$591.7 million and \$1,007.4 million, respectively, which mainly comprised of \$174.9 million and \$187.4 million in cash, cash equivalents and short-term investments, \$241.3 million and \$216.2 million in restricted cash and the remaining balances include goodwill, intangible assets, accounts receivable, long-term investments and property and equipment. As of December 31, 2016 and 2017, total liabilities for the consolidated VIEs were \$571.6 million and \$689.5 million, respectively, which mainly included \$221.0 million and \$327.1 million in accrued expenses and other current liabilities, \$241.3 million and \$216.2 million in amount due to customers related to SINA Pay, \$22.1 million and \$29.0 million in income taxes payable, and \$72.4 million and \$99.0 million in deferred revenues, respectively. The net cash for operating activities changed to outflow in 2017 was mainly due to more technical service fee settled in 2017.

Under the contractual arrangements with the VIEs, the Company has the power to direct activities of the VIEs and can have assets transferred freely out of the VIEs without restrictions. Therefore, the Company considers that there is no asset of VIEs that can only be used to settle obligations of the respective VIEs, except for registered capital and PRC statutory reserves of VIEs amounting to a total of \$100.2 million and \$336.8 million as of December 31, 2016 and 2017, respectively. Since the VIEs are incorporated as limited liability companies under the PRC Company Law, creditors of the VIEs do not have recourse to the general credit of the Company. There is currently no contractual arrangement that would require the Company to provide additional financial support to the VIEs. As the Company is conducting certain businesses mainly through its VIEs, the Company may provide such support on a discretionary basis in the future, which could expose the Company to a loss.

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The following is a summary of the Company's major VIEs and subsidiary of VIEs as of December 31, 2017:

- Beijing SINA Internet Information Service Co., Ltd. (the "ICP Company"), a Chinese company controlled through business agreements, is responsible for operating [www.sina.com](http://www.sina.com) and [www.sina.cn](http://www.sina.cn) in connection with its Internet content company license, sell online advertising and provide MVAS with its Value-Added Telecommunication Services Operating License via third-party operators in China. The register capital of the ICP Company is \$121.7 million.
- Beijing Star-Village Online Cultural Development Co., Ltd. ("StarVI"), formerly Beijing Star-Village.com Cultural Development Co., Ltd, a Chinese company controlled through business agreements, mainly is responsible for providing online advertising services through SINA News APP and [www.sina.cn](http://www.sina.cn) since April 2017. Before this, Star VI mainly provides MVAS in China via third-party operators under its Value-Added Telecommunication Services Operating License. It is owned by three nominee shareholders of the Company. The registered capital of the StarVI is \$1.2 million.
- Jinzhuo Hengbang Technology (Beijing) Co., Ltd. ("the IAD Company"), formerly Beijing SINA Infinity Advertising Co., Ltd., is an advertising agency in China controlled through business agreements and approved for the design, production, issuance and serving as an agency of advertisements. It is owned by two nominee shareholders of the Company. The registered capital of the IAD Company is \$24.8 million.
- Beijing Weimeng Technology Co., Ltd ("Weimeng"), a Chinese company controlled through business agreement, is responsible for operating [www.weibo.com](http://www.weibo.com) and [www.weibo.cn](http://www.weibo.cn) in connection with its Internet content company license and providing MVAS in China via third-party operators under its Value-Added Telecommunication Services Operating License. It is owned by four nominee shareholders of the Company. The registered capital of Weimeng is \$84.9 million.
- Beijing Weibo Interactive Internet Technology Co., Ltd. ("Weibo Interactive"), an online-game platform company, was acquired by the IAD Company in May 2013. All of the equity interest in Weibo Interactive was transferred to Weimeng in December 2013. The registered capital of Weibo Interactive is \$8.7 million.
- Beijing Sina Payment Technology Co., Ltd. ("SINA Pay"), an online payment service company wholly owned by the ICP Company. The registered capital of SINA Pay is \$15.7 million.
- Beijing Weiju Future Technology Co. Ltd. ("Weiju"), a lending related service company, was acquired by the Company in July 2017. The registered capital of Weiju is \$3.7 million.

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Unrecognized revenue-producing assets held by the VIEs mainly include licenses, such as the Internet Content Provision License, the Value-Added Telecommunication Services Operating License, the Online Culture Operating Permit, Payment Service License and trademarks, patents, copy rights and the domain names. Recognized revenue-producing assets held by the VIEs include core technology, trademarks, domain names, customer lists relating to game-related services, lending-related service and online payment platform technology, arising from acquisitions. Unrecognized revenue-producing assets, including customer lists relating to advertising and marketing services, game-related services, Weibo VIP memberships and data licensing, as well as trademarks, are held by the Wholly Foreign Owned Enterprises (“WFOEs”).

The following is a summary of the VIE agreements between our wholly owned subsidiary, Sina.com Technology (China) Co., Ltd. (“STC”), our VIE ICP Company and ICP Company’s shareholders:

*Loan Agreements.* STC has granted interest-free loans to the shareholders of the VIEs with the sole purpose of providing funds necessary for the capital injection into the VIEs. The terms of the loans in general are for 10 years. STC, at its own discretion, has the right to shorten or extend the terms of the loans if necessary. These loans were eliminated with the capital of the VIEs during consolidation.

*Share Transfer Agreements.* Each shareholder of the ICP Company has granted STC an option to purchase his/her shares in the respective VIEs at a purchase price equal to the amount of capital injection. STC may exercise such option at any time until it has acquired all shares of such VIE, subject to applicable PRC laws. The options will be effective until the earlier of (i) the shareholders of the ICP Company and STC have fully performed their obligations under this agreement, or (ii) the respective shareholders of the ICP Company and STC agree to terminate the share transfer agreement in writing.

*Loan Repayment Agreements.* Each shareholder of the ICP Company has agreed that the interest-free loans under the loan agreements shall only be repaid through share transfer. Once the share transfers are completed, the purchase price for the share transfer will be offset against the loan repayment. The loan repayment agreements will be effective until the earlier of (i) the shareholders of the ICP Company and STC have fully performed their obligations under the respective agreement, and (ii) the respective shareholders of the ICP Company and STC agree to terminate the share transfer agreement in writing.

*Agreements on Authorization to Exercise Shareholder’s Voting Power.* Each shareholder of the ICP Company has authorized STC to exercise all of his/her voting power as a shareholder of the ICP Company. The authorizations are irrevocable and will not expire until the ICP Company dissolves. Modification, supplement or adjustment of the terms may only be made with the consents from STC.

*Share Pledge Agreements.* Each shareholder of the ICP Company has pledged all of his/her shares in ICP Company and all other rights relevant to the share rights to STC, as a collateral security for his/her obligations to pay off all debts to STC under the loan agreement and for the payment obligations of the ICP Company under the trademark license agreement and the technical services agreement. In the event of default of any payment obligations, STC will be entitled to certain rights, including transferring the pledged shares to itself and disposing of the pledged shares through a sale or auction. During the term of each agreement, STC is entitled to receive all dividends and distributions paid on the pledged shares. The pledges will be effective until the earlier of (i) the three-year anniversary of the due date of the last guaranteed debt, (ii) the ICP Company and its shareholders have fully performed their obligations under the above-referred agreements, or (iii) STC has unilaterally consented to terminate the respective share pledge agreement.

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*Exclusive Technical Services Agreements.* Each of the ICP Company below has entered into an exclusive technical services agreement with STC pursuant to which STC is engaged to provide certain technical services to the ICP Company. The exclusive technical services agreement can only be prematurely terminated by STC and will not expire until the ICP Company dissolves, and the service fees are adjusted annually through written agreements. Due to its control over the respective VIEs, the Company's wholly owned subsidiaries have the right to determine the service fees to be charged to the respective VIEs by considering, among others, the technical complexity of the services, the actual costs that may be incurred for providing the services, the operations of each VIE, applicable tax rates, planned capital expenditures and business strategies.

Particularly, the ICP Company has engaged STC to provide technical services for its (i) online advertising and other related businesses, and (ii) value-added telecommunication and other related businesses. The ICP Company is obligated to pay service fees to STC.

*Exclusive Sales Agency Agreements.* The ICP Company has granted STC the exclusive right to distribute, sell and provide agency services for all the products and services provided by the ICP Company. These exclusive sale agency agreements will not expire until the ICP Company dissolve. The Exclusive Sales Agency Agreements enable us to collect sales agency fees from the ICP Company if we decide to do so.

*Trademark License Agreements.* STC has granted the ICP Company trademark licenses to use the trademarks held by STC, in specific areas, and the ICP Company is obligated to pay license fees to STC. The terms of these agreements are for one year and are automatically renewed provided that there is no objection from STC. In addition, only STC terminate its trade license agreement prematurely.

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(i) STC, our VIE IAD Company and IAD Company's shareholders, (ii) our subsidiary Starshining Mobile Technology (China) Ltd. ("Star Shining"), our VIE StarVI and StarVI's shareholders, and (iii) our subsidiary Weibo Internet Technology (China) Ltd. ("Weibo Technology"), our VIE Weimeng and Weimeng's shareholders have also entered in to VIE agreements in substantially the same form as described above, except for the below specific services provided under the exclusive technical services agreement.

The IAD Company has engaged to provide technical services for its (i) online advertising and other related businesses, and (ii) value-added telecommunication and other related businesses. Pursuant to changes in applicable PRC laws in 2008, SINA established two wholly owned subsidiaries to engage directly in online advertising and related businesses.

StarVI has engaged Star Shining to provide technical services for its Internet information service, and Star Shining has the sole right to appoint any company or companies at its discretion to perform such technical services.

Weimeng has engaged Weibo Technology to provide technical services for its online advertising and other related businesses.

The service fees that the Company's wholly owned subsidiaries charged to the major VIEs amounted to \$352.6 million, \$467.6 million, and \$784.8 million, respectively, for the fiscal years ended December 31, 2015, 2016 and 2017, respectively.

The Company believes that the contractual arrangements among its subsidiaries, the VIEs and its shareholders are in compliance with the current PRC laws and legally enforceable. However, uncertainties in the interpretation and enforcement of the PRC laws, regulations and policies could limit the Company's ability to enforce these contractual arrangements. As a result, the Company may be unable to consolidate the VIEs and its subsidiary in the consolidated financial statements. The Company's ability to control its VIEs also depends on the authorization by the shareholders of the VIEs to exercise voting rights on all matters requiring shareholders' approval in the VIEs. The Company believes that the agreements on authorization to exercise shareholder's voting power are legally enforceable. In addition, if the legal structure and contractual arrangements with its VIEs were found to be in violation of any future PRC laws and regulations, the Company may be subject to fines or other actions. The Company believes the possibility that it will no longer be able to control and consolidate its VIEs as a result of the aforementioned risks and uncertainties is remote.

### ***Non-controlling interests***

For the Company's majority-owned subsidiaries and VIEs, non-controlling interests are recognized to reflect the portion of their equity that are not attributable, directly or indirectly, to the Company as the controlling shareholders. The majority of the Company's non-controlling interests relate to Weibo Corporation and its subsidiaries. To reflect the economic interest in Weibo held by non-controlling shareholders, Weibo's net income (loss) attributable to the non-controlling ordinary shareholders is recorded as non-controlling interests in the Company's consolidated statements of comprehensive income (loss). Non-controlling interests are classified as a separate line item in the equity section of the Company's consolidated balance sheets and have been separately disclosed in the Company's consolidated financial statements to distinguish the interests from that of the Company.

### ***Fair value***

All financial assets and liabilities are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required or permitted to be recorded at fair value, the Company considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

The Company measures certain financial assets, including the investments under the cost method and equity method at fair value on a non-recurring basis only if an impairment charge were to be recognized. The fair values of the Company's privately held investments as disclosed are determined based on the discounted cash flow model using the discount curve of market interest rates. The fair values of the Company's equity investments in the equity securities of publicly listed companies are measured using quoted market prices. The Company's non-financial assets, such as intangible assets, goodwill and fixed assets, would be measured at fair value only if they were determined to be impaired.

Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

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- Level 1 applies to assets or liabilities for which there are quoted prices in active markets for identical assets or liabilities.
- Level 2 applies to assets or liabilities for which there are inputs other than quoted prices included within Level 1 that are observable for the asset or liability such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical asset or liabilities in markets with insufficient volume or infrequent transactions (less active markets); or model derived valuations in which significant inputs are observable or can be derived principally from, or corroborated by, observable market data.
- Level 3 applies to asset or liabilities for which there are unobservable inputs to the valuation methodology that are significant to the measurement of the fair value of the assets or liabilities.

The carrying amount of cash and cash equivalents, short-term investments, restricted cash, accounts receivable and other current assets, accounts payable, amount due to customers and accrued expenses and other current liabilities approximates fair value. The Company utilized the Binominal option pricing model to determine the fair value of the option liability. The option liability were measured using significant unobservable input (level 3) and required an assessment of the probability weight for each exercise scenario.

### ***Net income (loss) per share***

Basic net income (loss) per share is computed using the weighted average number of ordinary shares outstanding during the period. Options to purchase ordinary shares and restricted share units are not considered outstanding in computation of basic earnings per share. Diluted net income (loss) per share is computed using the weighted average number of ordinary shares and potential ordinary shares outstanding during the period, which include options to purchase ordinary shares, restricted share units and conversion of the convertible debt. The computation of diluted net income (loss) per share does not assume conversion, exercise, or contingent issuance of securities that would have an anti-dilutive effect (i.e. an increase in earnings per share amounts or a decrease in loss per share amounts) on net income (loss) per share. Additionally, the Company takes into account the effect on consolidated net income (loss) per share of dilutive shares of entities in which the Company holds equity interests and interest expenses along with relevant amortized issuance costs of convertible debt under certain circumstances. The dilutive impact from equity interests mainly include long-term investments accounted for using the equity method, the consolidated subsidiaries, such as Weibo.

### ***Cash equivalents***

The Company considers all highly liquid investments with original maturities of three months or less as cash equivalents. Cash equivalents are comprised of investments in time deposits that mature within three months, which are stated at cost plus accrued interest, and money market funds are stated at fair market value.

### ***Restricted cash and amount due to customers***

The restricted cash primarily represents the cash balances temporarily held on account for the merchant customers of the Company through the SINA Pay online payment platform and is considered legally restricted with the release of Measures for Online Payment Business of Non-financial Institutions by the People's Bank of China ("PBOC") in December 2015. The Company can only use segregated bank accounts for such customer amounts and the cash in the segregated accounts can only be used for the online payment business as designated by the customers.

Amount due to customers represents the balances that are payable on demand to customers and therefore reflected as current liability on the consolidated balance sheets. The SINA Pay customer accounts are used to facilitate payments to online merchants or third party banks and are deemed as pass through accounts between the payor and the online merchant. The balances are in-transit to customers and the payments are normally made within the normal trade settlement dates. The changes in amount due to customers are presented within operating activities in the consolidated statements of cash flows.

**Short-term bank loans**

Short-term bank loans as of December 31, 2016 and 2017 amounted to \$33.2 million and \$89.3 million, respectively, which consisted of several bank borrowings denominated in RMB. All of these bank borrowings were repayable within one year. The interest rate for the outstanding borrowings for 2016 and 2017 was ranged from approximately 3.6% and 4.6% per annum, respectively.

**Business combination**

Business combinations are recorded using the purchase method of accounting, and the cost of an acquisition is measured as the aggregate of the fair values at the date of exchange of the assets given, liabilities incurred, and equity instruments issued as well as the contingent considerations and all contractual contingencies as of the acquisition date. The costs directly attributable to the acquisition are expensed as incurred. Identifiable assets, liabilities and contingent liabilities acquired or assumed are measured separately at their fair value as of the acquisition date, irrespective of the extent of any non-controlling interests. The excess of the (i) the total of consideration of acquisition, fair value of the non-controlling interests and acquisition date fair value of any previously held equity interest in the subsidiary acquired over (ii) the fair value of the identifiable net assets of the subsidiary acquired is recorded as goodwill. If the consideration of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognized directly in the consolidated statements of comprehensive income (loss).

In a business combination achieved in stages, the Company remeasures its previously held equity interest in the acquiree immediately before obtaining control at its acquisition-date fair value and the re-measurement gain or loss, if any, is recognized in earnings. The determination and allocation of fair values to the identifiable assets acquired, liabilities assumed and non-controlling interests is based on various assumptions and valuation methodologies requiring considerable judgment from management. The most significant variables in these valuations are discount rates, terminal values, the number of years on which to base the cash flow projections, as well as the assumptions and estimates used to determine the cash inflows and outflows. The Company determines discount rates to be used based on the risk inherent in the related activity's current business model and industry comparisons. Terminal values are based on the expected life of assets, forecasted life cycle and forecasted cash flows over that period.

**Goodwill**

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired as a result of the Company's acquisitions of interests in its subsidiaries and consolidated VIEs. The Company assesses goodwill for impairment in accordance with ASC subtopic 350-20 ("ASC 350-20"), Intangibles - Goodwill and Other: Goodwill, which requires that goodwill be tested for impairment at the reporting unit level at least annually and more frequently upon the occurrence of certain events, as defined by ASC 350-20. US GAAP provides the option to apply the qualitative assessment first and then the quantitative assessment, if necessary, or to apply the quantitative assessment directly. The qualitative approach starts the goodwill impairment test by assessing qualitative factors by taking into consideration of macroeconomics, overall financial performance, industry and market conditions and the share price of the Company, to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If so, the quantitative impairment test is performed; otherwise, no further testing is required. When the Company performs the quantitative impairment test, the Company firstly determines whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. For those reporting units where it is determined that it is more likely than not that their fair values are less than the units' carrying amounts, the Company performs the second step of a two-step quantitative goodwill impairment test to allocate the fair value of reporting units to all of the assets and liabilities of that unit (including any unrecognized intangible assets) as if the reporting unit had been acquired in a business combination. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

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**Long-lived assets**

Intangible assets arising from acquisitions are recognized at fair value upon acquisition and amortized on a straight-line basis over their estimated useful lives, generally from one to ten years. The amortization of intangible assets was \$3.6 million, \$1.9 million and \$4.6 million for 2015, 2016 and 2017, respectively.

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

|                                    |  |
|------------------------------------|--|
| Office building                    | - 45 years   |
| Office building related facilities | - 20 years   |
| Furniture and fixtures             | - 5 years  |
| Computers and equipment            | - 3 to 4 years   |
| Leasehold improvements             | - over the shorter of the estimated useful lives of the assets or the remaining lease term |

Depreciation expenses were \$33.2 million, \$26.6 million and \$28.6 million for 2015, 2016 and 2017, respectively.

All direct and indirect costs that are related to the construction of fixed assets and incurred before the assets are ready for their intended use are capitalized as prepayment for office building in other assets. Prepayment for office building is transferred to specific fixed assets items and depreciation of these assets commences when they are ready for their intended use.

Long-lived assets and certain identifiable intangible assets other than goodwill to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. Measurement of any impairment loss for long-lived assets and certain identifiable intangible assets that management expects to hold or use is based on the amount by which the carrying value exceeds the fair value of the asset. The impairment charges of intangible assets arising from acquisitions for the years ended December 31, 2015, 2016 and 2017 was nil, \$3.5 million and nil, respectively (Note 6).

**Long-term investments**

Long-term investments are comprised of investments in publicly traded companies, privately-held companies and limited partnerships. For long-term investments over which the Company does not have significant influence, the cost method accounting is used. For long-term investments in shares that are not ordinary shares or in-substance ordinary shares and that do not have readily determinable fair value, the cost method accounting is used. Investments in limited partnerships over whose operating and financing policies the Company has virtually no influence are accounted for using the cost method. The Company uses the equity method to account for common-stock-equivalent equity investments and limited-partnership investments in entities over which it has significant influence but does not own a majority equity interest or otherwise control.

The Company assesses its long-term investments accounted for under the cost method and equity method for other-than-temporary impairment by considering factors including, but not limited to, stock prices of public companies in which the Company has an equity investment, current economic and market conditions, operating performance of the companies, including current earnings trends and undiscounted cash flows, and other company-specific information, such as recent financing rounds. The fair value determination, particularly for investments in privately-held companies whose revenue model is still unclear, requires significant judgment to determine appropriate estimates and assumptions. Changes in these estimates and assumptions could affect the calculation of the fair value of the investments and the determination of whether any identified impairment is other-than-temporary. If any impairment is considered other-than-temporary, the Company will write down the asset to its fair value and take the corresponding charge to the consolidated statements of comprehensive income (loss).

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The Company invests in marketable equity securities to meet business objectives and intends to hold the securities for more than a year from the balance sheet date. These marketable securities are reported at fair value, classified and accounted for as available-for-sale securities under long-term investments. The treatment of a decline in the fair value of an individual security is based on whether the decline is other-than-temporary. The Company assesses its available-for-sale securities for other-than-temporary impairment by considering factors including, but not limited to, its ability and intent to hold the individual security, severity of the impairment, expected duration of the impairment and forecasted recovery of fair value. Investments classified as available-for-sale securities are reported at fair value with unrealized gains or losses, if any, recorded in accumulated other comprehensive income (loss) in shareholders' equity. If the Company determines a decline in fair value is other-than-temporary, the cost basis of the individual security is written down to fair value as a new cost basis and the amount of the write-down is accounted for as a realized loss charged to the consolidated statements of comprehensive income (loss). The fair value of the investment would then become the new cost basis of the investment and are not adjusted for subsequent recoveries in fair value.

### ***Convertible debt***

The Company determines the appropriate accounting treatment of its convertible debts in accordance with the terms in relation to the conversion feature, call and put option, and beneficial conversion feature. After considering the impact of such features, the Company may account for such instrument as a liability in its entirety, or separate the instrument into debt and equity components following the respective guidance described under ASC 815 Derivatives and Hedging and ASC 470 Debt.

The debt discount, if any, together with related issuance cost are subsequently amortized as interest expense over the period from the issuance date to the earliest conversion date. The Company presented the issuance cost of debt in the balance sheet as a direct deduction from the related debt.

### ***Treasury stock***

The Company accounted for those shares repurchased and no longer outstanding as treasury stock at cost.

### ***Revenue recognition***

#### ***Advertising***

Advertising revenues are derived principally from online advertising and marketing, including display advertising and promoted marketing, and, to a lesser extent, sponsorship arrangements.

Display advertising arrangements allow advertisers to place advertisements on particular areas of the Company's websites or platform, in particular formats and over particular periods of time. Advertising revenues from display advertising arrangements are recognized ratably over the contract period of display, when the collectability is reasonably assured. The Company enters into cost per day ("CPD") advertising arrangements with customers, under which the Company recognizes revenues ratably over the contract period. The Company also enters into cost per mille ("CPM"), or cost per thousand impressions, advertising arrangements with the customers, under which the Company recognizes revenues based on the number of times that the advertisement has been displayed.

Promoted marketing arrangements are primarily priced based on CPM or cost per engagement ("CPE"). An engagement may include when a user clicks on a link, becomes a follower of the marketing customer account, shares the promoted feed or marks the feed as a favorite. Under the CPM model, customers are obligated to pay when the advertisement is displayed, while under the CPE model, customers are obligated to pay based on the number of engagements with the marketing feed.

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Sponsorship arrangements allow advertisers to sponsor a particular area on its websites in exchange for a fixed payment over the contract period. Advertising revenues from sponsorship are recognized ratably over the contract period. Advertising revenues derived from the design, coordination and integration of online advertising and sponsorship arrangements to be placed on the Company's websites are recognized ratably over the term of such arrangements.

Revenues are recognized only when the following criteria have been met: (1) persuasive evidence of an arrangement exists; (2) the price is fixed or determinable; (3) the service is performed; and (4) collectability of the related fee is reasonably assured. The majority of the Company's revenue transactions are based on standard business terms and conditions, which are recognized net of agency rebates. Advertising arrangements involving multiple deliverables are broken down into single-element arrangements based on their relative selling price for revenue recognition purposes. The Company adopted the new revenue recognition policy on multiple-deliverable revenue arrangements, which required the arrangement consideration be allocated to all deliverables at the inception of the arrangement on the following basis (a) vendor-specific objective evidence ("VSOE") of selling price, if it exists, otherwise, (b) third-party evidence ("TPE") of the selling price. If neither (a) nor (b) exists, then use (c) management's best estimate of the selling price of the deliverable. The Company primarily uses VSOE to allocate the arrangement consideration if such selling price is available. For the deliverables that have not been sold separately, the best estimate of the selling price has taken into consideration of the pricing of advertising areas of the Company's platform with similar popularities and advertisements with similar formats and quoted prices from competitors and other market conditions. Revenues recognized with reference to best estimation of selling price were immaterial for all periods presented. The Company recognizes revenue on the elements delivered and defers the recognition of revenue for the undelivered elements until the remaining obligations have been satisfied.

Revenues from barter transactions are recognized during the period in which the advertisements are displayed on the Company's properties. Barter transactions in which physical goods or services (other than advertising services) are received in exchange for advertising services are recorded based on the fair values of the goods or services received. Revenues recognized from barter transactions were immaterial for all periods presented.

### *Portal non-advertising services*

#### *Online payment services*

The Company provides online payment service for Internet merchants and earns transaction fees from fund transfer transactions. Revenues resulting from these transactions are recognized when transactions are completed. Transaction fee is charged based on certain criteria (such as account type and volume of payments) for funds they receive.

#### *Loan facilitation services*

The Company provides lending related services through which the Company matches lender to borrowers and facilitates the execution of loan agreements between the lenders and the borrowers, with the term of loan generally within three months. The Company is obligated to recommend borrowers to the lender from certain mobile platform and to provide a credit assessment on the potential borrower to the lender to facilitate the lender in making its own investment decision. In light of the above, the Company determined that the Company is not the legal lender and do not record loans receivable and payable arising from the loan. The Company earns loan facilitation servicing fees from the borrowers base on an agreed fixed percentage of loan amount. The Company also provides guarantee on the principal, interest payment and penalty fee of the defaulted loans to the lenders. The Company determined that the financial guarantee was within the scope of ASC 460-10 "Guarantees" and recognized it as a separate liability at inception, with the remaining consideration recognized as revenues under ASC 605-25. The value of guarantee liability was estimated with the consideration of discounting expected future payouts, net expected collection rates and a discount rate for time value. The revenue from loan matching service is recognized when its obligation is completed, which is generally at the loan inception date. Subsequent to the inception of the loan, the guarantee liability initially recognized would be reassessed in each period end of financial statements as the Company is released from risk under the guarantee either through expiry or cash out. Upon the occurrence of any triggering event or condition under the guarantee, the Company obtain the recourse rights from the lender to recover the amounts paid under the guarantee.

#### *MVAS*

MVAS revenues are derived principally from providing mobile phone users with Short Messaging Service ("SMS"), Multimedia Message Service ("MMS") and interactive voice response ("IVR"), etc. Revenues from MVAS are charged on a monthly or per-usage basis. Such revenues are recognized in the period in which the service is performed, provided that no significant obligations remain, collection of the receivables is reasonably assured and the amounts can be accurately estimated.

Revenues are recorded on a gross basis when most of the gross indicators are met, such as the Company is considered the primary obligor in the arrangement, designs and develops (in some cases with the assistance of third-parties) the MVAS, has reasonable latitude to establish price, has discretion in selecting the operators to offer its MVAS, provides customer services related to the MVAS and takes on the credit risks associated with the transmission fees. Conversely, revenues are recorded on a net basis when most of the gross indicators are not met.

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### *Weibo value added services*

Weibo fee-based services allow the Company's users to subscribe to services on its websites or platform, mainly including game-related service, Weibo VIP membership, and data licensing. Revenues from these services are recognized over the periods in which the services are performed, provided that no significant obligations remain, collection of the receivables is reasonably assured and the amounts can be accurately estimated.

#### *Game related services*

The majority of the game related service revenues are generated from purchasing of virtual items through its game platform. The Company collects payments from the game players in connection with the sale of virtual currency, which are converted into in-game credits (game tokens) that can be used to purchase virtual items in the third party developed games. The Company remits certain predetermined percentages of the proceeds to the game developers when the virtual currency is converted into in-game credits.

The Company has determined that the game developers are the primary obligors for the web game services, based on whether the game developers are responsible for developing, maintaining and updating the game related services and have reasonable latitude to establish the prices of virtual items for which in-game credits are used. Revenue is recorded on a gross basis for games that the Company is acting as the principal in fulfilling all obligations related to the games and revenue is recorded net of predetermined revenue sharing with the game developers for games in which the Company's primary responsibility is to promote the games of the developers, provide virtual currency exchange service, maintain the platform for game players to easily access the games and offer customer support to resolve registration, log-in, currency exchange and other related issues.

Virtual currencies in general are not refundable once they have been sold unless there are unused in-game credits at the time a game is discontinued. Sale of virtual items are recognized as revenues over the estimated consumption period of in-game virtual items, which is typically from a few days to one month after the purchase of in-game credits.

#### *Weibo VIP membership*

Weibo VIP membership is a service package consisting of user certification and preferential benefits, such as daily priority listings and higher quota for following user accounts. Prepaid VIP membership fees are recorded as deferred revenue and recognized as revenue ratably over the contract period of the membership service.

#### *Data license*

The Company offers data licensing arrangements that allow its customers to access search and analyze historical and real-time data on its platform. The data licensing arrangement is for a fixed period, typically one year, and such revenue is recognized ratably over the contract period.

#### *Deferred revenues*

Deferred revenues are mostly derived from a licensing agreement to Leju, a subsidiary of E-House (China) Holdings Limited ("E-House") (Note 10). Deferred revenues also consist of contractual billings in excess of recognized revenue and payments received in advance of revenue recognition, which are mainly from the customer advance of advertising and marketing services. Deferred revenues represent the unamortized balance of license fees or service fee paid by third parties, and the deferred revenues are amortized on a straight-line basis through the service period.

#### *Allowance for doubtful accounts*

The Company maintains an allowance for doubtful accounts which reflects its best estimate of amounts that potentially will not be collected. The Company determines the allowance for doubtful accounts based on a historical, rolling average, bad debt rate in the prior year and other factors, such as credit-worthiness of the customers and the age of the receivable balances. The Company also provides specific provisions for bad debts when facts and circumstances indicate that the receivable is unlikely to be collected. If the financial condition of the Company's customers were to deteriorate, resulting in an impairment of their ability to make payments, or if the operators incur more bad debt than their original estimates, additional allowances may be required that could materially impact the Company's financial position and results of operations.

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***Cost of revenues***

*Advertising.* Cost of advertising revenues consists mainly of costs associated with the production of websites, which includes fees paid to third parties for Internet connection, content and services, payroll-related expenses, turnover taxes and surcharges and equipment depreciation associated with the website production.

*Non-advertising.* Costs of non-advertising revenues mainly consist of fees or royalties paid to third-party content and service providers, costs for providing the enterprise services, turnover taxes and surcharges levied on non-advertising revenues in China and employee related cost for non-advertising business.

The Company presents taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction on a gross basis in the financial statements. With the implementation of the Pilot Program for Imposition of Value-Added Tax (“VAT”) to Replace Business Tax (“Pilot Program”), the Company is subject to 6.7% VAT and surcharges and 3% cultural business construction fees for certain parts of its advertising revenues. For other non-advertising revenues, the Company is subject to 6.7% VAT and surcharges after switching over to the VAT. The total amount of such taxes for 2015, 2016 and 2017 were \$73.8 million, \$88.1 million and \$138.3 million, respectively.

***Advertising expenses***

Advertising expenses consist primarily of costs for the promotion of corporate image, product marketing and direct marketing. The Company expenses all advertising costs as incurred and classifies these costs under sales and marketing expenses. The Company expenses all such direct marketing expenses. Advertising expenses for 2015, 2016 and 2017 were \$111.6 million, \$123.4 million and \$268.3 million, respectively.

***Product development expenses***

Product development expenses consist primarily of payroll-related expenses incurred for enhancement to and maintenance of the Company’s websites as well as costs associated with new product development and product enhancements. The Company expenses all costs incurred for the planning and post implementation phases of development and costs associated with repair or maintenance of the existing site or the development of website content. Since inception, the amount of costs qualifying for capitalization has been immaterial and, as a result, all product development costs have been expensed as incurred.

***Operating leases***

The Company leases office space under operating lease agreements with initial lease term up to six years. Rental expense is recognized from the date of initial possession of the leased property on a straight-line basis over the term of the lease. Certain lease agreements contain rent holidays, which are recognized on a straight-line basis over the lease term. Lease renewal periods are considered on a lease-by-lease basis and are generally not included in the initial lease terms.

*Stock-based compensation*

All stock-based awards to employees and directors, including stock options and restricted share units (“RSUs”), are measured at the grant date based on the fair value of the awards. Stock-based compensation, net of forfeitures, is recognized as expense on a straight-line basis over the requisite service period, which is the vesting period. Options granted generally vest over four years.

The Company uses the Black-Scholes option pricing model to estimate the fair value of stock options. The determination of estimated fair value of stock-based payment awards on the grant date using an option pricing model is affected by the Company’s stock price as well as assumptions regarding a number of complex and subjective variables. These variables include the Company’s expected stock price volatility over the expected term of the awards, actual and projected employee stock option exercise behaviors, a risk-free interest rate and any expected dividends. Shares of the Company’s subsidiary, which do not have quoted market prices before they were publicly listed, were valued based on the income approach, if a revenue model had been established, or valued based on the market approach, if information from comparable companies had been available or a weighted blend of these approaches if more than one is applicable.

The Company recognizes the estimated compensation cost of service-based restricted share units based on the fair value of its ordinary shares on the date of the grant. The Company recognizes the compensation cost, net of estimated forfeitures, over a vesting term of generally four years.

For service-based restricted stock awards and performance-based restricted stock awards, the Company recognizes the compensation expense only when it is probable that those awards expected to meet the performance and service vesting condition on a straight-line basis over the requisite service period.

Forfeitures are estimated at the time of grant and revised in subsequent periods if actual forfeitures differ from those estimates. The Company uses historical data to estimate pre-vesting option and restricted share units forfeitures and records stock-based compensation expense only for those awards that are expected to vest. See Note 15 for further discussion on stock-based compensation.

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**Taxation**

*Income taxes*

Income taxes are accounted for using the asset and liability approach. Under this approach, income tax expense is recognized for the amount of taxes payable or refundable for the current year. In addition, deferred tax assets and liabilities are recognized for expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities, and for operating losses and tax credit carry-forwards. The Company records a valuation allowance against the amount of deferred tax assets that it determines is not more-likely-than-not to be realized.

*Uncertain tax positions*

To assess uncertain tax positions, the Company applies a more likely than not threshold and a two-step approach for the tax position measurement and financial statement recognition. Under the two-step approach, the first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount that is more than 50% likely of being realized upon settlement.

**Foreign currency**

The Company's reporting currency and functional currency are the U.S. dollar. The Company's operations in China and in international regions use their respective currencies as their functional currencies. The financial statements of these subsidiaries are re-measured into U.S. dollars using period-end rates of exchange for assets and liabilities and average rates of exchange in the period for revenues and expenses. Translation gains and losses are recorded in accumulated other comprehensive income or loss as a component of shareholders' equity. Translation gains or losses are not released to net income unless the associated net investment has been sold, liquidated, or substantially liquidated.

Foreign currency transactions denominated in currencies other than the functional currency are re-measured into the functional currency using the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are re-measured into the functional currency using the applicable exchange rates at the balance sheet dates. Net gains and losses resulting from foreign exchange transactions are included in interest and other income, net.

Foreign currency translation adjustments to the Company's comprehensive income were losses of \$37.0 million and \$72.4 million for 2015 and 2016, respectively, and an income of \$87.3 million for 2017. The Company recorded net foreign currency transaction losses of \$4.7 million and \$2.0 million in 2015 and 2017, respectively, and a net income of \$0.3 million in 2016, which is recorded in the interest and other income, net in the consolidated statements of comprehensive income.

**Comprehensive income (loss)**

Comprehensive income (loss) is defined as the change in equity of a company during a period from transactions and other events and circumstances excluding transactions resulting from investments from owners and distributions to owners. Comprehensive income (loss) for the periods presented includes net income (loss), net change in unrealized gains (losses) on marketable securities classified as available-for-sale (net of tax), foreign currency translation adjustments, and share of change in other comprehensive income of equity investments one quarter in arrears.

***Recent accounting pronouncements***

In May 2014, the Financial Accounting Standards Board (“FASB”) issued, ASU 2014-09, “Revenue from Contracts with Customers (Topic 606).” The guidance substantially converges final standards on revenue recognition between the FASB and the International Accounting Standards Board providing a framework on addressing revenue recognition issues and, upon its effective date, replaces almost all existing revenue recognition guidance, including industry-specific guidance, in current U.S. generally accepted accounting principles. The Company will adopt new revenue guidance in the fiscal year of 2018. The new standard permits two methods of adoption: retrospectively to each prior reporting period presented (full retrospective method), or retrospectively with the cumulative effect of initially applying the guidance recognized at the date of initial application (the modified retrospective method). The Company currently anticipates adopting the standard using the modified retrospective method, which means that revenues for 2016 and 2017 will be reported on a historical basis and revenues for 2018 will be reported on the new basis. The Company has substantially completed our assessments related to the standard. The main impact will be a) the presentation of value added tax recognized in revenue from “gross” to “net”, which results in equal decrease of revenues and cost of revenues, and b) the recognition of revenues and expenses at fair value for advertising barter transactions, which mainly results in the increase of revenue and advertising expenses. In aggregate, the Company does not expect the new revenue standard will have a material impact in net income level. The Company expects the cumulative-effect adjustment on the retained earnings as of January 1, 2018 related to the initial application of the new revenue standard to be immaterial.

In January 2016, the FASB issued an updated guidance, ASU 2016-1, Classification and Measurement of Financial Instruments, which intended to improve the recognition and measurement of financial instruments. This guidance will be effective for the Company beginning the first quarter of fiscal year 2018. The Company would apply this update by a cumulative-effect adjustment to the retained earnings as of the beginning of the fiscal year of adoption. After the adoption of this new accounting update in the first quarter of 2018, the Company will measure long-term investments other than equity method investments at fair value through earnings, which could vary significantly quarter to quarter. For those investments without readily determinable fair values, the Company will elect to record these investments at cost, less impairment, and plus or minus subsequent adjustments for observable price changes. Changes in the basis of these investments will be reported in current earnings. The cumulative effects of initially applying the guidance were mainly arising from the reclassification of unrealized gain of \$38.7 million on available-for-sale securities from accumulated other comprehensive income to retained earnings at the date of initially applying the guidance.

In February 2016, the FASB issued a new standard on leases, ASU 2016-2, which requires that a lessee recognize the assets and liabilities that arise from operating leases. A lessee should recognize a liability to make lease payments (the Lease Liability) and a right-of use representing its right to use the underlying asset for the lease term in the statements of financial position. For leases with a term of 12 months or less, a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. In transition, lessees are required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. This standard will be effective for the Company beginning the first quarter of fiscal year 2019. The Company is currently evaluating the impact this new standard will have on the consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. The amendments in this ASU clarify and include specific guidance to address diversity in how certain cash receipts and cash payments are presented and classified in the statement of cash flows. The amendments will be effective beginning the first quarter of fiscal year 2018. Early adoption of the amendments is permitted. The amendments in this ASU should be applied using a retrospective transition method to each period presented. The Company will adopt the amendments in the fiscal year of 2018. No significant impacts on the consolidated financial statements from the amendments were expected.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*. The amendments in this ASU clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions or disposals of assets or businesses. The amendments will be effective beginning the first quarter of fiscal year 2018. Early application is permitted. The amendments should be applied prospectively on or after the effective date. No disclosures are required at transition. No significant impacts on the consolidated financial statements from the amendments were expected.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. The amendments in this ASU simplify the subsequent measurement of goodwill by eliminating Step 2 from the goodwill impairment test. Under the amendments, an entity should perform its annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying value, which eliminates the current requirement to calculate a goodwill impairment charge by comparing the implied fair value of goodwill with its carrying amount. The amendments will be effective beginning the first quarter of fiscal year 2020. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The amendments should be applied on a prospective basis. The Company is currently evaluating the impact the amendments will have on the consolidated financial statements.

In May 2017, the FASB amend the scope of modification accounting for share-based compensation arrangements. Under this update, an entity would not apply modification accounting if the fair value, vesting conditions and classification of the awards are the same immediately before and after the modification. The update will be effective beginning the first quarter of fiscal year 2018. Early adoption is permitted. This update will be applied prospectively to awards modified on or after the effective date or the adoption date, if the update is early adopted. No significant impact on the consolidated financial statements from the amendments is expected.

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**3. Cash, Cash Equivalents, Restricted Cash and Short-term Investments**

Cash, cash equivalents and restricted cash consisted of the following:

|   | <b>As of December 31,</b> |                         |
|---|---------------------------|-------------------------|
|   | <b>2016</b>               | <b>2017</b>             |
|   | <b>(In thousands)</b>     |                         |
| <b>Cash and cash equivalents:</b>                       |                           |                         |
| Cash  | \$ 1,234,547              | \$ 1,766,927            |
| <b>Cash equivalents:</b>                                |                           |                         |
| Bank time deposits (matured within 3 months)            | 81,906                    | 24,966                  |
| Money market funds                                      | 91,172                    | 198,659                 |
|   | <u>173,078</u>            | <u>223,625</u>          |
|   | 1,407,625                 | 1,990,552               |
| Restricted cash   | 241,306                   | 216,151                 |
| <b>Total cash, cash equivalents and restricted cash</b> | <b><u>1,648,931</u></b>   | <b><u>2,206,703</u></b> |
| <b>Short-term investments:</b>                          |                           |                         |
| Bank time deposits                                      | <u>389,440</u>            | <u>1,381,991</u>        |

The carrying amounts of cash, cash equivalents, restricted cash and short-term investments approximate fair values. Interest income for the years ended December 31, 2015, 2016 and 2017 were \$38.7 million, \$38.0 million and \$43.2 million, respectively. The maturity dates of the bank time deposits are within one year.

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**4. Long-term Investments**

Long-term investments comprised of investments in publicly traded companies, privately held companies and limited partnerships. The following sets forth the changes in the Company's long-term investments.

|   | Cost Method       | Equity Method     |                   |                   | Available for Sale Securities | Total               |
|---|-------------------|-------------------|-------------------|-------------------|-------------------------------|---------------------|
|   |                   | (E-House)         | (Leju)            | (Others)          |                               |                     |
|   |                   | (In thousands)    |                   |                   |                               |                     |
| <b>Balance at January 1, 2015</b>                         | <b>\$ 263,202</b> | <b>\$ 226,640</b> | <b>\$ —</b>       | <b>\$ 107,697</b> | <b>\$ 262,464</b>             | <b>\$ 860,003</b>   |
| New investments   | 317,817           | —                 | 4,453             | 41,954            | 64,566                        | 428,790             |
| Income (loss) from investments                            | —                 | 1,873             | 245               | (1,900)           | —                             | 218                 |
| Investment impairment                                     | (6,609)           | —                 | —                 | —                 | —                             | (6,609)             |
| Unrealized gain, net                                      | —                 | —                 | —                 | —                 | 24,892                        | 24,892              |
| Disposal\dilution of investments                          | (5,416)           | (4,453)           | —                 | (7,566)           | (48,213)                      | (65,648)            |
| Changes from cost method to available-for-sale securities | (7,788)           | —                 | —                 | —                 | 7,788                         | —                   |
| Dividend received   | —                 | (10,259)          | (293)             | (6,115)           | —                             | (16,667)            |
| Others*   | (6,285)           | (3,340)           | (61)              | (2,653)           | —                             | (12,339)            |
| <b>Balance at December 31, 2015</b>                       | <b>\$ 554,921</b> | <b>\$ 210,461</b> | <b>\$ 4,344</b>   | <b>\$ 131,417</b> | <b>\$ 311,497</b>             | <b>\$ 1,212,640</b> |
| New investments   | 331,949           | 139,953           | 195,126           | 56,160            | 52,449                        | 775,637             |
| Income (loss) from investments                            | —                 | (3,760)           | 308               | (8,314)           | —                             | (11,766)            |
| Investment impairment                                     | (29,032)          | —                 | —                 | (2,455)           | (4,822)                       | (36,309)            |
| Unrealized loss, net                                      | —                 | —                 | —                 | —                 | (80,795)                      | (80,795)            |
| Disposal\dilution of investments                          | (67,658)          | (341,052)         | —                 | 10,902            | (124,040)                     | (521,848)           |
| Dividend received   | —                 | —                 | —                 | (3,103)           | —                             | (3,103)             |
| Others*   | (7,889)           | (5,602)           | (116)             | (2,642)           | —                             | (16,249)            |
| <b>Balance at December 31, 2016</b>                       | <b>\$ 782,291</b> | <b>\$ —</b>       | <b>\$ 199,662</b> | <b>\$ 181,965</b> | <b>\$ 154,289</b>             | <b>\$ 1,318,207</b> |
| New investments   | 132,079           | —                 | —                 | 26,204            | 10,000                        | 168,283             |
| Income (loss) from investments                            | —                 | —                 | (30,796)          | 14,726            | —                             | (16,070)            |
| Investment impairment                                     | (6,513)           | —                 | (113,103)         | (1,207)           | (1,275)                       | (122,098)           |
| Unrealized loss, net                                      | —                 | —                 | —                 | —                 | (35,607)                      | (35,607)            |
| Disposal\dilution\refund of investments                   | (10,410)          | —                 | —                 | 19,112            | (22,248)                      | (13,546)            |
| Changes from cost method to consolidation (Note 5)        | (29,071)          | —                 | —                 | —                 | —                             | (29,071)            |
| Changes from cost method to equity method                 | (19,121)          | —                 | —                 | 19,121            | —                             | —                   |
| Changes from cost method to available-for-sale securities | (2,213)           | —                 | —                 | —                 | 2,213                         | —                   |
| Dividend received\entitled                                | —                 | —                 | —                 | (7,829)           | —                             | (7,829)             |
| Others*   | 19,571            | —                 | 1,646             | 5,330             | —                             | 26,547              |
| <b>Balance at December 31, 2017</b>                       | <b>\$ 866,613</b> | <b>\$ —</b>       | <b>\$ 57,409</b>  | <b>\$ 257,422</b> | <b>\$ 107,372</b>             | <b>\$ 1,288,816</b> |

\*Others mainly represents the impacts from foreign exchange change.

**Cost Method**

As of December 31, 2017, investments accounted for under the cost method were \$866.6 million. Investments were accounted for under the cost method if the Company had no significant influence or if the underlying shares were not considered in substance ordinary shares and had no readily determinable fair value. In 2015, the Company invested in preference shares of Didi and Kuaidi Taxi, an online transportation network company, through their holding company, Xiaoju Kuaizhi Inc. with a total consideration of \$142.0 million. In 2015 and 2016, the Company also invested in preference shares of another private company, which primarily focus on developing social applications, with a total consideration of \$70 million and \$120 million respectively. The Company accounted for these investments under cost method investment in accordance with ASC325 because the preferred shares invested are not considered in-substance ordinary shares and do not have readily determinable fair value. Other cost method investments made in 2015, 2016 and 2017 were individually immaterial. In 2016, the Company disposed of a series of investments under cost method, and recognized the aggregated gains of \$159.5 million. All the proceeds of \$183.1 million from disposing these cost method investments were received by the Company as of December 31, 2016. No significant amount of disposal gains was realized from the investments under cost method in 2017.

**Equity Method**

As of December 31, 2017, investments accounted for under the equity method totaled \$314.8 million, which included a \$57.4 million investment in Leju Holdings Limited (“Leju”) and a \$98.1million investment in Tian Ge Interactive Holding Limited (“Tian Ge”). Investments are accounted for under the equity method when the Company has significant influence in the investment and the investment is considered as in substance ordinary shares. Investments in limited partnerships, whose operating and financial policies the Company had significant influence over were also accounted for using the equity method.

On December 3, 2014, E-House announced a spin off plan for a portion of its share of Leju, to distribute 7,103,946 ordinary shares of Leju (“Leju Shares”) on a pro rata basis, or 0.05 Leju Shares for each outstanding ordinary share of E-House. Among these 7,103,946 Leju Shares to be distributed, a total of 3,878,324 Leju Shares will be distributed in the form of 3,878,324 Leju ADSs (on the 1:1 conversion ratio between ADS and ordinary share) to holders of E-House ADSs. After the spin off, E-House would continue to control Leju. As a result, the Company received a total of 1,466,687 ordinary shares of Leju (“Leju Dividend Shares”), representing approximately 1% equity interest of Leju, as of January 15, 2015, the distribution date. The Company accounts for the 1% equity interest of Leju under the equity method of accounting as it can exercise significant influence over Leju through E-House. The Company received cash dividends amounting to \$5.9 million and \$4.4 million in January and May, 2015 from E-House, represented the dividend of \$0.2 per ordinary share and \$0.15 per ordinary share, respectively.

On April 15, 2016, E-House entered into a definitive agreement and plan of merger, or the Merger Agreement, with E-House Holdings Ltd., or Parent. Pursuant to the Merger Agreement, Parent acquired E-House for a cash consideration equal to US\$6.85 per ordinary share, and upon the closing of the merger, E-House continued as the surviving corporation and a wholly owned subsidiary of Parent. In connection with the transaction contemplated by the Merger Agreement, the Company made an equity contribution of approximately \$140 million to Parent in August 2016 to subscribe newly issued shares of Parent. At the same time, the shares of E-House held by the Company were also rolled over and converted into the shares of Parent. On August 12, 2016, or the closing date, the Company held 49,764,809 ordinary shares of Parent, which represented 43% of Parent’s then total outstanding shares and had a cost basis then to the Company of \$340.7 million. The Company also entered into a Shareholders Agreement with Parent and certain other shareholders of Parent on the closing date, under which the Company granted an option (‘E-House Option’) to Parent to repurchase all the equity interest held by the Company in Parent during the 18-month period following the closing date for a consideration consisting of (i) 30% of the total outstanding ordinary shares of Leju at the time of the repurchase, and (ii) certain cash payment. In accordance with ASC Subtopic 815-10, the option is deemed legally detachable and separately exercisable from the repurchase of ordinary shares of Leju and, thus, accounted for as a freestanding instrument. The option was initially recognized as an option liability valued at \$ 3.1 million on the basis of its fair value at the grant date, together with its subsequent changes in fair value were reflected in the fair value change in option liability. The fair value of option liability was determined by i) the number of Leju shares the Company received in this transaction, ii) the difference between the designated unit price of Leju shares agreed in the Shareholders Agreement by transaction parties and the fair value of unit price of Leju in the open market at each period end and iii) time value of the option liability. Immediately prior to the exercise of the option, the fair value of the investor option liability was approximately \$28.5 million.

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On December 30, 2016, Parent exercised such option right and repurchased 49,764,809 of its ordinary shares from the Company, for the aggregate consideration comprised of 40,651,187 shares of Leju with a fair value of \$195.1 million and approximately \$127.6 million in cash. As a result, together with Leju Dividend Shares received in 2014 by the Company, on December 31, 2016, the Company totally held 42,117,874 Leju shares with a fair value of \$202.2 million, which represented 31.1% of Leju's then total outstanding shares, and ceased to hold any beneficial ownership in Parent. The Company used equity method to account for the investment in Leju. During 2017, the U.S. dollar cash consideration was received from Parent, and an equivalent RMB deposit received in 2016 to ensure the later payment of cash consideration in U.S. dollar was repaid to the Parent. As a result of the share exchange, the Company recognized a one-time gain of \$4.6 million, which was the difference between all the considerations received and the carrying value of the investment in E-House on the transaction date, after offsetting the cumulative currency translation adjustments previously recorded for E-House as other comprehensive loss. Earnings/(loss) from Parent for the period from October 1, 2016 to December 30, 2016 has been included in the disposal gain of \$4.6 million from this transaction. For the year ended December 31, 2016, a loss of \$28.5 million was recognized as fair value change in option liability when marked to market in the Company's consolidated statements of comprehensive income. In 2017, the Company recorded \$30.8 million of loss pick up and a \$113.1 million of other- than-temporary impairment loss on its investments in Leju considering that the continuous strict government policy in real estate industry in China and severity of the decline of Leju's stock price after the investment. The closing price of Leju as of December 31, 2017 was \$1.44 per ADS/share, higher than its carrying amount per share (approximately \$1.36). The aggregate market value of the Company's investment in Leju is approximately \$60.6 million.

On July 9, 2014, Tian Ge, an equity method investee of the Company, completed its initial public offering on the Main Board of The Stock Exchange of Hong Kong Limited with the new issuance of 349.9 million ordinary shares ("Tian Ge IPO"). Immediately after Tian Ge IPO, the Company's equity interest in Tian Ge was diluted from 36% to 25% and the Company in substance disposed part of its interest in Tian Ge. The Company received cash dividends amounting to \$2.3 million, 2.3 million and 2.7 million from Tian Ge in 2015, 2016 and 2017, respectively. The closing price of Tian Ge as of December 31, 2017 is HK\$6.16 (equivalent to \$0.79) per ADS/share. The aggregate market value of the Company's investment in Tian Ge is approximately \$236.5 million.

None of the Company's equity investments meets the SEC's definition of a significant subsidiary for the years ended December 31, 2015, 2016 and 2017. The Company summarizes the condensed financial information of the Company's equity investments as a group below in accordance with Rule 4-08 of Regulation S-X.

|   | Year Ended December 31, |                           |              |
|---|-------------------------|---------------------------|--------------|
|   | 2015                    | 2016                      | 2017         |
|   | (In thousands)          |                           |              |
| <b>Operating data:</b>  |                         |                           |              |
| Revenue   | \$ 1,139,303            | \$ 1,884,793              | \$ 626,402   |
| Gross profit  | \$ 777,323              | \$ 1,385,828              | \$ 470,681   |
| Income (loss) from operations   | \$ 17,866               | \$ (21,238)               | \$ (128,034) |
| Net income (loss)   | \$ 1,772                | \$ (57,894)               | \$ (34,455)  |
| Net income (loss) attributable to our equity method investments companies | \$ 17,859               | \$ (27,895)               | \$ (33,053)  |
|   |                         | <b>As of December 31,</b> |              |
|   |                         | 2016                      | 2017         |
|   |                         | (In thousands)            |              |
| <b>Balance sheet data:</b>  |                         |                           |              |
| Current assets  | \$                      | 858,996                   | \$ 918,942   |
| Long-term assets  | \$                      | 606,819                   | \$ 733,487   |
| Current liabilities   | \$                      | 206,928                   | \$ 257,650   |
| Long-term liabilities   | \$                      | 29,406                    | \$ 24,875    |
| Non-controlling interests   | \$                      | 3,320                     | \$ (1,445)   |

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The investment in Leju was accounted for using the equity method with the cost allocated as follows:

|  | <u>As of December 31,</u> |                    |
|--|---------------------------|--------------------|
|  | <u>2016</u>               | <u>2017</u>        |
|  | (In thousands)            |                    |
| Carrying value of investment in Leju   | \$ 199,662                | \$ 57,409          |
| Proportionate share of Leju's net tangible and intangible assets **                                | 114,900                   | 80,753             |
| Carrying value of investment less proportionate share of Leju's net tangible and intangible assets | <u>\$ 84,762</u>          | <u>\$ (23,344)</u> |
| The difference above has been primarily assigned to:   |                           |                    |
| Goodwill and amortizable intangible assets **  | \$ 90,175                 | \$ (23,344)        |
| Deferred tax liabilities   | (5,413)                   | —                  |
|  | <u>\$ 84,762</u>          | <u>\$ (23,344)</u> |
| Cumulative gain (loss) in equity interest  | \$ 553                    | \$ (30,243)        |

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\*\* The weighted average remaining life of the intangible assets recorded in Leju's financial statements was 6 years, and the intangible assets not included in Leju's financial statements was fully impaired in the end of June 2017. The negative basis difference mainly arising from intangible assets is being amortized over 6 years, the weighted average remaining lives of primary assets.

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The Company performs the impairment assessment of its investments under the cost method and equity method whenever events or changes in business circumstances indicate that the carrying value of the investment may not be fully recoverable. In the years ended December 31, 2015, 2016 and 2017, the Company recorded \$6.6 million, \$29.0 million and \$6.5 million of impairment charges to the carrying value of its investments under the cost method, respectively. In the years ended December 31, 2015 and 2016, the Company recorded nil and \$2.5 million of impairment charges to the carrying value of its investments under equity method as a result of the operation metrics were not performing to the expectations. In the second quarter of 2017, the Company conducted an impairment assessment on its investment in Leju considering a) the continuous restrict government policy in real estate industry in China, b) severity of the decline of Leju's stock price after the investment and c) Leju's financial condition, operating performance and its prospects, and concluded the decline in fair value of Leju investment was other-than-temporary. Accordingly, the Company recorded a charge of \$113.1 million to write down the carrying value of its investment in Leju to its fair value, based on quoted closing price of \$1.84 per ADS for Leju.

**Available-for-Sale Securities**

The following table shows the carrying amount and fair value of marketable securities:

|                          | <u>Cost<br/>Basis</u> | <u>Gross<br/>Unrealized<br/>Gains</u> | <u>Gross<br/>Unrealized<br/>Losses</u> | <u>Fair<br/>Value</u> |
|--------------------------|-----------------------|---------------------------------------|--|-----------------------|
|                          | (In thousands)        |                                       |  |                       |
| Youku Tudou              | \$ 68,028             | \$ 32,951                             | \$ —                                   | \$ 100,979            |
| Alibaba                  | 18,997                | 92,982                                | —                                      | 111,979               |
| Jupai                    | 17,788                | 14,121                                | —                                      | 31,909                |
| Others                   | 51,571                | 17,324                                | (2,265)                                | 66,630                |
| <b>December 31, 2015</b> | <u>\$ 156,384</u>     | <u>\$ 157,378</u>                     | <u>\$ (2,265)</u>                      | <u>\$ 311,497</u>     |
| Alibaba                  | \$ 12,248             | \$ 65,757                             | \$ —                                   | \$ 78,005             |
| Jupai                    | 23,068                | 8,576                                 | —                                      | 31,644                |
| Others                   | 44,656                | 807                                   | (823)                                  | 44,640                |
| <b>December 31, 2016</b> | <u>\$ 79,972</u>      | <u>\$ 75,140</u>                      | <u>\$ (823)</u>                        | <u>\$ 154,289</u>     |
| Jupai                    | 23,068                | 44,107                                | —                                      | 67,175                |
| Others                   | 45,594                | 10,163                                | (15,560)                               | 40,197                |
| <b>December 31, 2017</b> | <u>\$ 68,662</u>      | <u>\$ 54,270</u>                      | <u>\$ (15,560)</u>                     | <u>\$ 107,372</u>     |

Investments in marketable securities are held as available-for-sale and reported at fair value, which totaled \$154.3 million and \$107.4 million as of December 31, 2016 and 2017, respectively.

The Company invested Alibaba through Yunfeng Funds with a total cost of \$50.0 million in October 2011. On September 19, 2014, Alibaba completed its listing on the New York Stock Exchange ("Alibaba IPO"). The Company sold part of shares held, had total cost of \$30.0 million, through Alibaba IPO and recognized a one-time disposal gain of \$109.2 million. In 2016 and 2017, the Company disposed the remaining investments in Alibaba and recognized a gain of \$44.2 million and \$92.3 million, respectively.

In 2015, the Company disposed part of shares in Youku Tudou with a disposal gain of \$18.9 million. With the accomplishment of its privatization, the Company recognized a gain of \$34.5 million in 2016.

The Company invested Jupai Holding Limited ("JP") with a total cost of \$7.8 million under cost method since 2014. In July 2015, JP completed its listing on the New York Stock Exchange ("JP IPO"). In 2015 and 2016, the Company further invested \$10.0 million and \$5.3 million in JP, respectively.

The Company reviews its available-for-sale investments regularly to determine if an investment is other-than-temporarily impaired due to changes in quoted market price or other impairment indicators. Changes in market conditions and other facts and circumstances may change the business prospects of these issuers, the assessment, which included the business and financial outlook, the financial condition, as well as the severity and duration of the drop in share price compared to the carrying value, that these investments are not other-than-temporarily impaired, as well as the ability and current intent to hold these securities until the prices recover. As of December 31, 2017, the aggregate fair value of investments in market securities with unrealized losses was \$25.8 million. These investments have been in a continuous unrealized loss position for less than one year as of December 31, 2017. For the years ended December 31, 2015, 2016 and 2017, the impairment charges of available-for-sale investments were nil, \$4.8 million and \$1.3 million, respectively.

## 5. Acquisitions

The Company accounts for business combinations using the purchase method of accounting, which requires the acquisition cost be allocated to the assets and liabilities of the Company acquired, including separately identifiable intangible assets, based on their estimated fair values. The Company makes estimates and judgments in determining the fair value of the acquired assets and liabilities based on independent appraisal reports as well as its experience with similar assets and liabilities in similar industries. If different judgments or assumptions were used, the amounts assigned to the individual acquired assets or liabilities could be materially different.

### Weihui

Prior to 2017, the Company held 45% equity interest of Weihui, primarily engages in providing technology service for financial service platforms, including design and develop online platform, payment system integration, etc. Pursuant to the investment agreement, the Company had contingent redemption right on its investment in Weihui, so the interest held by the Company did not meet the definition of “in-substance common shares” under ASC 323-10-15. Due to there was no readily determinable fair value for the Company’s investment in Weihui, it was accounted for an investment under the cost method prior to 2017. The carrying amount of the investment in Weihui prior to the acquisition was \$29.1 million

In April 2017, the Company entered into a new share purchase agreement and purchased additional 10% equity interest of Weihui with consideration of \$12.2 million and obtained control, holding aggregate 55% of Weihui’s equity interest with contingent redemption rights upon the completion of the transaction. In accordance with ASC805 accounting for step-up acquisition, the Company’s previously held 45% equity interest was re-measured to fair value at the acquisition date, which was valued with the assistance of an independent valuation firm and a re-measurement gain of \$6.0 million was recognized. The Company began to consolidate Weihui’s financial statements from April 2017 and the remaining 45% of its common shares without any preference right was recognized as non-controlling interests on the balance sheet. Total identifiable intangible assets acquired upon acquisition mainly included core technology of \$15.9 million valued by the excess earnings method, customer relationships of \$3.8 million, which have an estimated useful life of five years. Consideration for Weihui was allocated on the acquisition date based on their fair value of the assets acquired and the liabilities assumed as follows:

|   | <b>As of acquisition date</b> |
|---|-------------------------------|
|   | <b>(In thousands)</b>         |
| Consideration                                     | \$ 12,222                     |
| Fair value of previously held 45% equity interest | 35,119                        |
| Non-controlling interests                         | 24,707                        |
| Total   | <u>72,048</u>                 |
| Cash and cash equivalents                         | 12,078                        |
| Other tangible assets                             | 1,602                         |
| Identifiable intangible assets acquired           | 19,748                        |
| Liabilities assumed                               | (2,687)                       |
| Goodwill  | 41,307                        |
| Total   | <u>\$ 72,048</u>              |

### Weiju

In July 2017, the Company acquired 60% equity interest of Weiju, which primarily provides online loan facilitation services to the borrowers, with total consideration of \$36.4 million, including \$5.5 million paid to selling shareholders and \$30.9 million paid to Weiju for its newly issued shares. Total consideration was paid by the Company in March 2018. The Company began to consolidate Weiju’s financial statements from July 2017 and the remaining 40% equity interest of Weiju was recognized as non-controlling interests on the balance sheet. Total identifiable intangible assets acquired upon acquisition mainly included core technology of \$5.3 million, which have an estimated useful life of five years. The Company has engaged an independent valuer to assist management in assessing the enterprise value of Weiju and preparing the purchase price allocation as follows:

|   | <b>As of acquisition date</b> |
|---|-------------------------------|
|   | <b>(In thousands)</b>         |
| Consideration                           | \$ 36,405                     |
| Non-controlling interests               | 18,405                        |
| Total                                   | <u>54,810</u>                 |
| Tangible assets                         | 27,423                        |
| Identifiable intangible assets acquired | 5,278                         |
| Liabilities assumed                     | (1,319)                       |
| Goodwill                                | 23,428                        |
| Total                                   | <u>\$ 54,810</u>              |

The acquisitions above did not have a material impact on the Company’s consolidated financial statements, and, therefore, pro forma disclosures have not been presented. In 2017, no other significant acquisition has material impact on the Company’s consolidated financial statements. No acquisition incurred in 2015 and 2016.

**6. Goodwill and Intangible Assets****Goodwill**

The changes in the carrying value of goodwill by segment are as follows (in thousands):

|  | Portal<br>Advertising | Weibo     | Others    | Total     |
|--|-----------------------|-----------|-----------|-----------|
| <b>Balance as of January 1, 2015</b>   | 39,826                | 11,652    | —         | 51,478    |
| Foreign exchange impact                | 1,919                 | (535)     | —         | 1,384     |
| <b>Balance as of December 31, 2015</b> | 41,745                | 11,117    | —         | 52,862    |
| Impairment provided in 2016            | (36,726)              | —         | —         | (36,726)  |
| Foreign exchange impact                | (5,019)               | (851)     | —         | (5,870)   |
| <b>Balance as of December 31, 2016</b> | \$ —                  | \$ 10,266 | \$ —      | \$ 10,266 |
| New acquisitions (Note 5)              | —                     | 2,318     | 64,735    | 67,053    |
| Foreign exchange impact                | —                     | 836       | 3,241     | 4,077     |
| <b>Balance as of December 31, 2017</b> | \$ —                  | \$ 13,420 | \$ 67,976 | \$ 81,396 |

The Company tests goodwill for impairment at the reporting unit level on an annual basis as of December 31 and between annual tests when an event occurs or circumstances change that could indicate that the asset might be impaired. The Company's goodwill as of December 31, 2016 and 2017 was \$10.3 million and \$81.4 million respectively. No new acquisition incurred in 2016, and the fluctuation in its balance in 2017 mainly resulted from the new acquired businesses (see Note 5).

In 2016, the Company witnessed a decrease trend in revenue under portal segment, which was mainly caused by an increasingly competitive online advertising market landscape which led to a shift of advertising budget of brand advertisers, the largest customer segment in terms of revenue contribution for portal advertising business, from portal to APPs. As of December 31, 2016, the Company performed a quantitative analysis for the reporting unit under portal advertising business, with the assistance of an independent third party valuer to determine the fair value of reporting units and the implied fair value of their goodwill. Based on the assessment, the Company provided a full impairment charges of \$36.7 million for the goodwill arising from the acquisitions made under portal advertising segment as of December 31, 2016.

In addition, as to the reporting unit under Weibo, the Company also performed a quantitative analysis on it considering the fact of under expectation performance and decreased revenue in 2016. The Company estimated the fair value by using the income approach or market approach. The income approach considered a number of factors, which include, but are not limited to, expected future cash flows, growth rates, discount rates, and comparable multiples from publicly traded companies in the industry and require the Company to make certain assumptions and estimates regarding industry economic factors and future profitability of the Company's business. Based on the assessment, the Company concluded that no impairment existed for the reporting unit under Weibo as its fair value of reporting unit was over its carrying amount.

As of December 31, 2017, the Company performed a qualitative analysis, by taking into consideration of macroeconomics, overall financial performance, industry and market conditions and the share price of the Company, on the goodwill arising from newly acquired businesses and Weibo business, in addition to other entity specific factors. Based on the assessment, the Company determined that it was not necessary to perform a quantitative goodwill impairment test and concluded that no impairment indicators on its goodwill were noted as of December 31, 2017.

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**Intangible assets**

The following table summarizes the Company's intangible assets:

|             | As of December 31, 2016 |  |                        |         | As of December 31, 2017 |  |                        |           |
|-------------|-------------------------|--|------------------------|---------|-------------------------|--|------------------------|-----------|
|             | Cost                    | Accumulated Amortization<br>(In thousands) | Accumulated Impairment | Net     | Cost                    | Accumulated Amortization<br>(In thousands) | Accumulated Impairment | Net       |
| Technology* | \$ 15,698               | \$ (14,196)                                | (1,243)                | \$ 259  | \$36,859                | \$ (17,274)                                | (1,243)                | \$ 18,342 |
| Software*   | 1,861                   | (1,861)                                    | —                      | —       | 1,861                   | (1,861)                                    | —                      | —         |
| Games*      | 1,688                   | (979)                                      | —                      | 709     | 1,688                   | (1,308)                                    | —                      | 380       |
| Other*      | 7,899                   | (4,800)                                    | (2,225)                | 874     | 12,090                  | (5,776)                                    | (2,225)                | 4,089     |
| Total       | \$ 27,146               | \$ (21,836)                                | (3,468)                | \$1,842 | \$52,498                | \$ (26,219)                                | (3,468)                | \$ 22,811 |

\* Intangible assets are amortized over the estimated useful lives ranging from one to ten years.

Amortization expense related to intangible assets for the years ended December 31, 2015, 2016 and 2017 was \$3.6 million, \$1.9 million and \$4.6 million, respectively. In 2016, the Company recognized \$3.5 million impairment loss of acquired intangible assets, which is related to the All Sure business acquired in 2013, as a result of the Company's management's assessment that the impairment existed based on its conclusion that All Sure was unable to provide expected synergies with the portal business. The impaired intangible assets consisted primarily of core technology, trademark and domain names. No impairment on acquired intangible assets was made for the year ended December 31, 2015 and 2017. As of December 31, 2017, estimated amortization expenses for future periods are expected to be as follows:

| Year Ended December 31,               | (In thousands) |
|---------------------------------------|----------------|
| 2018                                  | \$ 5,728       |
| 2019                                  | 5,095          |
| 2020                                  | 5,092          |
| 2021                                  | 5,009          |
| 2022 and thereafter                   | 1,322          |
| Total expected amortization expense** | \$ 22,246      |

\*\* The table above excludes indefinite lived intangible assets of \$0.6 million.

## 7. Investment in Weibo

In April 2014, Weibo completed an initial public offering (the “IPO”) with the new issuance of 19,320,000 Class A ordinary shares, of which 6,000,000 Class A ordinary shares were allotted to Alibaba Group. Prior to the completion of the IPO, a wholly owned subsidiary of Alibaba Group Holding Limited (“Alibaba”) invested \$585.8 million to purchase 30.0 million of preferred shares and 4.8 million of ordinary shares of Weibo, representing an ownership interest of 18% on a fully diluted basis. With the completion of the IPO, all the ordinary shares held by SINA was converted into an equal number of the Class B ordinary shares, all the ordinary shares held by other shareholders was converted into an equal number of the Class A ordinary shares, and all of its outstanding preferred shares were automatically converted into 30,046,154 Class A ordinary shares. Concurrently with the IPO, Alibaba Group further acquired an additional 2,923,478 Class A ordinary shares of Weibo in a private placement and 21,067,300 Class A ordinary shares from the Company. Each Class A ordinary share is entitled to one vote per share and each Class B ordinary share is entitled to three votes per share. Each Class B ordinary share can be converted into one Class A ordinary share at any time, while Class A ordinary shares cannot be converted into Class B ordinary shares.

### *Share Ownership*

As of December 31, 2017, the share ownership of Weibo was as follows:

| <b>Shareholder Name</b> | <b>Shares Type</b>      | <b>Ownership Percentage</b> | <b>Voting Power*</b> |
|-------------------------|-------------------------|-----------------------------|----------------------|
| SINA                    | Class B Ordinary shares | 45.7%                       | 71.6%                |
| Alibaba                 | Class A Ordinary shares | 30.5%                       | 15.9%                |
| Others                  | Class A Ordinary shares | 23.8%                       | 12.5%                |
| Total                   |                         | <u>100.0%</u>               | <u>100.0%</u>        |

The Company has been the controlling shareholder of Weibo from inception and has consolidated Weibo’s financial results for the periods presented.

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\* Class A ordinary shares are entitled to one vote per share and Class B ordinary shares, which the Company holds, are entitled to three votes per share.

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*Strategic Alliance*

On April 29, 2013, affiliated entities of the Company, including a PRC subsidiary of Weibo, formed a strategic alliance with affiliated entities of Alibaba, a related party, to jointly explore social commerce and develop marketing solutions to enable merchants on Alibaba e-commerce platforms to better connect and build relationships with Weibo's users. The strategic alliance generated approximately \$381 million in advertising and marketing revenues in aggregate for us from 2013 to 2015. The Company has continued to keep strategic collaboration and work with Alibaba in the area of social commerce and other areas after the expiration of the strategic framework agreement in January 2016. For the year ended December 31 2015, the Company recorded \$186.0 million in advertising and marketing revenues from Alibaba under the strategic agreement, which included \$137.4 million recognized by Weibo for 2015. The Company recorded \$82.0 million and \$91.6 million in advertising and marketing revenues from Alibaba in 2016 and 2017. These amounts are included in related party revenue due to Alibaba's significant ownership interest in Weibo.

*Weibo Fund Transactions*

In June 2015, the Company completed to transfer its 55% and 85% equity interest in two limited liability partnerships (referred to as Weibo Funds) to Weibo for a fixed cash consideration of \$ 22 million. The remaining equity interests of these entities are held by their original third party private shareholders. After the closing of the transaction, SINA continued to consolidate the results of operations of Weibo Funds in its consolidated financial statements through its consolidation of Weibo. Given this is a transaction between entities under common control, the transfer is accounted for as an equity transaction and there is no change in the basis of the assets and liabilities. The Company recognized the increase of non-controlling interest as a result of this transfer of the Weibo Funds and deducted additional paid-in capital, which was deemed as a distribution to non-controlling interest shareholders of Weibo from SINA.

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**8. Non-controlling interests**

The following table summarizes the Company's non-controlling interests:

|        | <u>As of December 31,</u><br><u>2016</u> | <u>As of December 31,</u><br><u>2017</u> |
|--------|--|--|
|        | <u>(In thousands)</u>                    |  |
| Weibo  | \$ 394,303                               | \$ 666,141                               |
| Others | 17,086                                   | 86,746                                   |
| Total  | <u>\$ 411,389</u>                        | <u>\$ 752,887</u>                        |

Non-controlling interests related to Weibo mainly represent Weibo's cumulative results of operations and changes in equity (deficit) attributable to non-controlling shareholders, along with non-controlling shareholders' original investments for the ordinary and preferred shares issued by Weibo. The increase in non-controlling interests related to Weibo both for 2016 and 2017 was mainly resulted from a) the pick-up of Weibo's results of operations and changes in equity attributable to non-controlling shareholders (Note 7 — Investment in Weibo), and b) the declaration of in-kind dividend to SINA's shareholders, which resulted in an increase of non-controlling interests based on the change in equity interest held by the Company in Weibo as of the declaration date (Note 15 — Shareholders' Equity—In-kind Distribution). The increase in other non-controlling interests was mainly resulted from a) new acquisitions in 2017 as noted in Note 5 and b) proceeds received from non-controlling interests shareholders arising from setting up a partially owned subsidiary in 2017.

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**9. Other Balance Sheet Components**

|  | As of December 31, |                        |                    |
|--|--------------------|------------------------|--------------------|
|  | 2015               | 2016<br>(In thousands) | 2017               |
| <b>Accounts receivable, net:</b>   |                    |                        |                    |
| Accounts receivable  |                    | \$ 224,396             | \$ 305,895         |
| Allowance for doubtful accounts:   |                    |                        |                    |
| Balance at the beginning of year   | \$ (22,761)        | (14,980)               | (14,068)           |
| Additional provision charged to expenses                                       | (14,933)           | (14,621)               | (8,465)            |
| Write-off  | 22,714             | 15,533                 | 2,319              |
| Balance at the end of year   | <u>\$ (14,980)</u> | <u>\$ (14,068)</u>     | <u>\$ (20,214)</u> |
|  |                    | <u>\$ 210,328</u>      | <u>\$ 285,681</u>  |
| <b>Prepaid expenses and other current assets:</b>                              |                    |                        |                    |
| Prepayments and loan to investees <sup>1</sup>                                 |                    | \$ 115,860             | \$ 62,172          |
| Secured loan to a founder of a related party <sup>2</sup>                      |                    | 100,000                | 80,000             |
| Consideration receivables from disposing of the investment in E-House (Note 4) |                    | 127,600                | —                  |
| Rental and other operation deposits  |                    | 18,975                 | 30,191             |
| Amounts deposited by Weibo users <sup>3</sup>                                  |                    | 21,203                 | 25,277             |
| Content fees and revenue share   |                    | 7,124                  | 12,013             |
| Advertising and marketing fees   |                    | 3,802                  | 2,926              |
| Others   |                    | 12,809                 | 15,659             |
|  |                    | <u>\$ 407,373</u>      | <u>\$ 228,238</u>  |
| <b>Property and equipment, net:</b>  |                    |                        |                    |
| Office building  |                    | \$ 195,053             | \$ 208,731         |
| Office building related facilities   |                    | 3,276                  | 3,499              |
| Computers and equipment  |                    | 185,816                | 214,644            |
| Leasehold improvements   |                    | 10,602                 | 14,258             |
| Furniture and fixtures   |                    | 9,982                  | 11,355             |
| Other  |                    | 2,292                  | 2,473              |
|  |                    | 407,021                | 454,960            |
| Less: Accumulated depreciation   |                    | <u>(165,341)</u>       | <u>(192,284)</u>   |
|  |                    | <u>\$ 241,680</u>      | <u>\$ 262,676</u>  |
| <b>Other assets:</b>   |                    |                        |                    |
| Loan to investees  |                    | 4,320                  | —                  |
| Investment related deposits  |                    | 38,855                 | 38,897             |
| Deferred tax assets  |                    | 12,587                 | 16,158             |
| Others   |                    | 1,045                  | 2,027              |
|  |                    | <u>\$ 56,807</u>       | <u>\$ 57,082</u>   |
| <b>Accrued expenses and other current liabilities:</b>                         |                    |                        |                    |
| RMB deposit received from E-House (Note 4)                                     |                    | \$ 128,153             | \$ —               |
| Accrued sales rebates  |                    | 72,941                 | 104,117            |
| Accrued payroll related expenses (including sales commission)                  |                    | 88,629                 | 141,129            |
| Advertising and marketing expenses   |                    | 49,908                 | 88,614             |
| Guarantee liabilities <sup>4</sup>   |                    | —                      | 10,143             |
| Deposit from an investee   |                    | 19,608                 | —                  |
| Loan from a third party <sup>5</sup>   |                    | 19,896                 | —                  |
| Turnover tax   |                    | 20,013                 | 32,367             |
| Amounts due to Weibo users <sup>3</sup>  |                    | 21,203                 | 25,277             |
| Employee reimbursement   |                    | 7,459                  | 8,055              |
| Professional fee   |                    | 6,528                  | 9,253              |
| Unpaid consideration for acquisitions  |                    | —                      | 5,704              |
| Others   |                    | 18,413                 | 22,120             |
|  |                    | <u>\$ 452,751</u>      | <u>\$ 446,779</u>  |

<sup>1</sup> Prepayment and loan balance to investees as of December 31, 2016 and 2017 were individually immaterial.

<sup>2</sup> The Company issued a one-year loan of \$100 million to a founder of a related party in August 2016 with an annual interest rate of 5%. \$20 million was repaid as of December 31, 2017 and the remaining were extended to August 2018 with an annual interest rate of 7.5%.

<sup>3</sup> Weibo wallet enables Weibo users to conduct hobby-oriented activities on Weibo, such as handing out “red envelopes” and coupons to users. Weibo wallet also enables users to purchase different types of products and services on Weibo, including those offered by the Company, such as marketing services and VIP membership, and those offered by the Company’s platform partners, such as e-commerce merchandises, financial products and virtual gifts. The amounts deposited by users primarily represent the receivables temporarily held on account for Weibo wallet users through a third party online payment platform. Amounts due to users represent the balances that are payable on demand to Weibo wallet users and therefore are reflected as current liability on the consolidated balance sheets.

<sup>4</sup> From the acquisition date of Weiju to the end of fiscal year in 2017, the total amount paid by Weiju under the guarantee as a result of defaults by the borrowers was \$13.2 million.

<sup>5</sup> In 2015, the Company issued a \$21 million two-year’s loan dominated in US\$ with 3% annual interest rate to Company A, which was secured by a loan from a related party of Company A with the similar terms and equivalent RMB amount. As of December 31, 2017, the relevant loan to Company A and equivalent RMB deposit had been settled.

## 10. Related Party Transactions

### *Service provided to related parties*

The amended and restated advertising agency agreement, the domain name and content license agreement, the trademark license agreement and the software license and support services agreement (“License Agreements”) were entered into with Leju, a subsidiary of E-House, and such amount allocated to the fair value of the License Agreements was \$187.4 million, which represents the difference between the total consideration and the fair value of equity interests disposed. This amount was recorded as deferred revenues and amortized over ten years prior to March 2014, when the License Agreement was extended for another ten years. Accordingly, the remaining deferred revenue balance as of March 2014 will be amortized prospectively under the straight-line method until 2024. For the years ended December 31, 2015, 2016 and 2017, the Company recorded \$10.4 million revenue from License Agreements from such deferred revenue account, respectively. As of December 31, 2016 and 2017, the total amount of deferred revenue from Leju was \$75.0 million and \$64.5 million, respectively, which includes \$64.5 million and \$54.1 million of non-current portion of deferred revenue, respectively.

Based on the amended and restated advertising agency agreements with Leju, agency fees and advertising revenue earned from Leju for 2015, 2016 and 2017, generated from the sales of advertising through SINA were amounting to \$4.9 million, \$9.3 million and \$16.1 million, respectively. As of December 31, 2016 and 2017, receivables due from Leju were \$1.4 million and \$1.5 million, respectively.

On April 29, 2013, affiliated entities of the Company formed a strategic alliance with affiliated entities of Alibaba to jointly explore social commerce and develop marketing solutions to enable merchants on Alibaba e-commerce platforms to better connect and build relationships with Weibo’s users. Alibaba purchased advertising from the Company and continued to do so subsequently. For 2015, the Company recognized a total of \$186.0 million in advertising and marketing services revenue from Alibaba under the strategic alliance. The Company has continued to keep strategic collaboration and work with Alibaba in the area of social commerce and other areas after the expiration of the strategic framework agreement in January 2016 and recorded \$82.0 million and \$91.6 million in advertising and marketing revenues from Alibaba in 2016 and 2017. As of December 31, 2016 and 2017, the Company had an amount due from Alibaba of \$26.2 million and \$43.7 million, respectively.

Revenues from related parties, excluding those from Leju and Alibaba, represented approximately 3.9%, 4.6% and 5.9% of net total revenues for 2015, 2016 and 2017, respectively. As of December 31, 2016 and 2017, the Company had accounts receivable due from related parties other than Leju and Alibaba of \$33.3 million and \$29.8 million, which represented approximately 15.8% and 10.4% of total net accounts receivable, respectively.

### *Service purchased from related parties*

Transactions with related parties included in cost and operating expenses represented 2.5%, 4.4%, and 4.4% of total cost and operating expenses for 2015, 2016 and 2017, respectively.

One of the Company’s subsidiaries entered into an agreement with BroadVision Inc. (“BroadVision”) whose Chairman, Chief Executive Officer and President Pehong Chen is a director of SINA in the presented periods and resigned in January 2016. Therefore, BroadVision is no longer a related party of the Company since 2016. Under this agreement, BroadVision provides HR information management hosting service, including software subscription, system upgrade and technical support. For 2015, services fees to BroadVision are approximately \$175,000.

The Company believes that the terms of the agreements with the related parties are comparable to the terms in arm’s-length transactions with third-party customers and vendors.

### *Shares Issuance to Management*

On November 6, 2015, the Company completed an issuance of 11,000,000 ordinary shares to New Wave MMXV Limited (“New Wave”), a holding company that holds ordinary shares on behalf of our senior management and controlled by Mr. Charles Chao, Chairman and chief executive officer (“CEO”) of the Company, for an aggregate price of \$456,390,000 pursuant to a legally binding subscription agreement signed in June 2015. The shares acquired in this transaction are subject to a contractual lock-up restriction for six months after the closing on November 6, 2015. The per share purchase price of US\$41.49 represents the average closing trading price of SINA’s ordinary shares for the 30 trading days ended May 29, 2015, the last trading day before the signing of the subscription agreement. No stock-based compensation expenses arose from this placement.

On November 6, 2017, the Company entered into a share subscription agreement with New Wave, which held 7,944,386 ordinary shares of the Company then. Pursuant to the agreement, the Company issued to New Wave 7,150 newly created class A preference shares with 10,000 votes per share initially (the “Class A Preference Shares”), at par value of US\$1.00 per share. Immediately following the share issuance, New Wave’s aggregate voting power in the Company increased from approximately 11.1% to approximately 55.5%. The Class A Preference Shares have no economic rights and no participant rights to any dividend, and as a result, the Company concluded that the transfer of economic benefits from the Company or shareholders to New Wave and the fair value of these Class A Preferred Shares was immaterial.

See Note 15 to Consolidated Financial statements Shares Issuance to Management.

Other than the transactions disclosed above or elsewhere in the consolidated financial statements, the Company had no material loan and interest income /expense with related parties for the years ended December 31, 2015, 2016 and 2017.

## 11. Income Taxes

The Company is registered in the Cayman Islands and has operations in four tax jurisdictions — the PRC, the U.S., Hong Kong and Taiwan. The operations in Taiwan represent a branch office of the subsidiary in the U.S. For operations in the U.S., Hong Kong and Taiwan, the Company has incurred net accumulated operating losses for income tax purposes. The Company believes that it is more likely than not that these net accumulated operating losses will not be utilized in the future. Therefore, the Company has provided full valuation allowance for the deferred tax assets arising from the losses at these locations as of December 31, 2016 and 2017.

The components of income before income taxes are as follows:

|  | Year Ended December 31,           |            |             |
|--|-----------------------------------|------------|-------------|
|  | 2015                              | 2016       | 2017        |
|  | (In thousands, except percentage) |            |             |
| Income before income tax expense                   | \$ 46,143                         | \$ 304,527 | \$ 424,239  |
| Income (loss) from non-China operations            | \$ (25,354)                       | \$ 125,064 | \$ (79,945) |
| Income from China operations                       | \$ 71,497                         | \$ 179,463 | \$ 504,184  |
| Income tax expenses applicable to China operations | \$ 10,420                         | \$ 11,985  | \$ 73,165   |
| Effective tax rate for China operations            | 15%                               | 7%         | 15%         |

The Company has recorded income tax provisions from its PRC operations for the years ended December 31, 2015, 2016 and 2017. The income (loss) from non-China operation mainly resulted from the disposal/dilution gain (loss) or impairment loss related to overseas investments, stock-based compensation, fair value change in option liability, etc. In 2015, the Company's non-China operations recorded a gain of \$18.9 million related to disposal of its partial investment in Youku Tudou. In 2016, the Company's non-China operations recorded (i) aggregated gains of \$156.4 million from disposing a series of investments under cost method (ii) a gain of \$44.2 million related to disposal of its partial investment in Alibaba, (iii) a gain of \$34.5 million related to disposal of its remaining investment in Youku Tudou due to its privatization and (iv) a loss of \$28.5 million in change in fair value of option liability related to E-House. A portion of the non-China operations in 2016 resulted in the recognition of non-China income tax expense. In 2017, the Company's non-China operations recorded (i) a gain of \$92.3 million related to disposal of its investment in Alibaba, offset by (ii) impairment of \$113.1 million provided in Leju investment and (iii) stock based compensation expenses recognized in the financial statements.

### *Cayman Islands*

Under the current tax laws of Cayman Islands, the Company is not subject to tax on income or capital gain. In addition, upon payments of dividends by the Company to its shareholders, no Cayman Islands withholding tax will be imposed. As such, the significant income from the disposition gain of Alibaba and certain private foreign entity's shares in 2016 and 2017 are not subject to tax.

### *U.S.*

As of December 31, 2017, the Company's subsidiary in the U.S. had approximately \$89.0 million of federal and \$7.2 million of state net operating loss carryforwards available to offset future taxable income. The federal net operating loss carryforwards will expire, if unused, in the years ending June 30, 2018 through December 31, 2037, and the state net operating loss carryforwards will expire, if unused, in the years ending December 31, 2028 through December 31, 2037. Included in the net operating loss carryforwards were \$40.3 million and \$4.2 million of federal and state net operating loss carryforwards relating to employee stock options, the benefit of which will be credited to equity when realized. The Tax Reform Act of 1986 limits the use of net operating loss and tax credit carryforwards in certain situations when changes occur in the stock ownership of a company. In the event the Company has a change in ownership, utilization of carryforwards could be restricted. The deferred tax assets for the U.S. subsidiary as at December 31, 2017 consisted mainly of net operating loss carryforwards, for which a full valuation allowance has been provided, as management believes it is more likely than not that these assets will not be realized in the future.

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The following table sets forth the significant components of the net deferred tax assets for operation in the U.S.:

|   | As of December 31, |           |
|---|--------------------|-----------|
|   | 2016               | 2017      |
| (In thousands)  |                    |           |
| Deferred tax assets:  |                    |           |
| Net operating loss carry-forwards   | \$ 30,279          | \$ 30,557 |
| Other tax credits, allowances for doubtful accounts, accruals and other liabilities | 553                | 563       |
| Total deferred tax assets   | 30,832             | 31,120    |
| Less: valuation allowance   | (30,832)           | (31,120)  |
| Deferred tax assets, net  | \$ —               | \$ —      |

**Hong Kong**

As of December 31, 2017, the Company’s Hong Kong subsidiaries had approximately \$35.0 million of net operating loss carryforwards which can be carried forward indefinitely to offset future taxable income. As of December 31, 2017, the deferred tax assets for the Hong Kong subsidiary, consist mainly of net operating loss carryforwards, for which a full valuation allowance has been provided. Management believes it is more likely than not that these assets will not be realized in the future.

The following table sets forth the significant components of the net deferred tax assets for Hong Kong operation:

|                                   | As of December 31, |          |
|-----------------------------------|--------------------|----------|
|                                   | 2016               | 2017     |
| (In thousands)                    |                    |          |
| Deferred tax assets:              |                    |          |
| Net operating loss carry-forwards | \$ 4,883           | \$ 5,776 |
| Less: valuation allowance         | (4,883)            | (5,776)  |
| Deferred tax assets               | \$ —               | \$ —     |

**China**

Effective January 1, 2008, the Enterprise Income Tax Law (the “EIT Law”) in China unifies the enterprise income tax rate for the entities incorporated in China at 25% if they are not eligible for any preferential tax treatment. High and new technology enterprises enjoy a preferential tax rate of 15% under the EIT Law. As of December 31, 2017, four of the Company’s subsidiaries in China, SINA.com Technology (China) Co., Ltd., SINA Technology (China) Co., Ltd., Beijing New Media Information Technology Co., Ltd., and Sina (Shanghai) Management Co., Ltd., were qualified as high and new technology enterprises, and enjoyed a preferential tax rate of 15% under the new EIT Law.

On February 22, 2008, relevant governmental regulatory authorities released qualification criteria, application procedures and assessment processes for “software enterprise”, which were updated in April 2013. An entity qualified as a software enterprise, they can enjoy an income tax exemption for two years beginning with its first profitable year and a 50% tax reduction to a rate of 12.5% for the subsequent three years. Weibo Technology, qualified as software enterprises, started to enjoy the relevant tax holiday from its first profitable year in 2015 and was subject to a reduced enterprise income tax rate of 12.5% since 2017.

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The EIT Law also provides that an enterprise established under the laws of a foreign country or region but whose “de facto management body” is located in the PRC should be treated as a resident enterprise for PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely define the location of the “de facto management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, properties, etc., of a non-PRC company is located.” Based on a review of surrounding facts and circumstances, the Company does not believe that it is likely that its operations outside of the PRC should be considered a resident enterprise for PRC tax purposes. However, due to limited guidance and implementation history of the EIT Law, should SINA be treated as a resident enterprise for PRC tax purposes, the Company will be subject to PRC tax on worldwide income at a uniform tax rate of 25% retroactive to January 1, 2008.

The EIT Law also imposes a withholding income tax of 10% on dividends distributed by an FIE to its immediate holding company outside of China, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within China or if the received dividends have no connection with the establishment or place of such immediate holding company within China, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Such withholding income tax was exempted under the Previous EIT Law. The Cayman Islands, where the Company is incorporated, does not have such tax treaty with China. According to the arrangement between Mainland China and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in China to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the foreign investor owns directly at least 25% of the shares of the FIE). The State Administration of Taxation further promulgated Circular 601 on October 27, 2009, which provides that tax treaty benefits will be denied to “conduit” or shell companies without business substance and that a beneficial ownership analysis will be used based on a “substance-over-form” principle to determine whether or not to grant the tax treaty benefits.

A majority of the Company’s FIEs’ operations in China are invested and held by Hong Kong registered entities. If we are regarded as a non-resident enterprise and our Hong Kong subsidiaries are regarded as resident enterprises, then our Hong Kong subsidiaries may be required to pay a 10% withholding tax on any dividends payable to us. If our Hong Kong entities are regarded as non-resident enterprises, then our PRC subsidiaries may be required to pay a 5% withholding tax for any dividends payable to our Hong Kong subsidiaries. However, it is still unclear at this stage whether Circular 601 applies to dividends from our PRC subsidiaries paid to our Hong Kong subsidiaries and if our Hong Kong subsidiaries were not considered as “beneficial owners” of any dividends from their PRC subsidiaries, the dividends payable to our Hong Kong subsidiaries would be subject to withholding tax at a rate of 10%. In accordance with accounting guidance, all undistributed earnings are presumed to be transferred to the parent company and are subject to the withholding taxes. Based on the subsequently issued interpretation of the EIT, Article 4 of Cai Shui (2008) Circular No. 1, dividends on earnings prior to 2008 but distributed after 2008 are not subject to withholding income tax. The Company decided that its foreign invested enterprises will not distribute PRC earnings made since 2008 beyond to their immediate foreign holding companies and will maintain such cash onshore to reinvest in its PRC operations. As of December 31, 2016 and 2017, the Company did not record any withholding tax on the retained earnings of its FIEs in the PRC as the Company intends to reinvest all earnings in China since 2008 to further expand its business in China, and its FIEs do not intend to declare dividends on the retained earnings made since 2008 to their immediate foreign holding companies.

The Company’s VIEs are wholly owned by the Company’s employees and controlled by the Company through various contractual agreements. To the extent that these VIEs have undistributed earnings, the Company accrued appropriate expected tax associated with repatriation of such undistributed earnings.

The Company did not recognize any amount of unrecognized tax benefits and related interest and penalties in its financial statement during the presented periods in accordance with ASC740-10. Included in the long-term liabilities as of December 31, 2016 and 2017, there was both approximately \$0.6 million unrecognized tax liability, respectively, arising from transferring pricing arrangements between subsidiaries and VIEs in previous periods, which is immaterial to the consolidated financial statements for all periods presented. The Company also did not expect any significant increase or decrease in this unrecognized tax liability within 12 months following the reporting date. In general, the PRC tax authorities have up to five years to review a company’s tax filings. Accordingly, tax filings of the Company’s PRC subsidiaries and VIEs for tax years 2013 through 2017 remain subject to the review by the relevant PRC tax authorities. In the case of a transferring pricing related adjustment, the statute of limitation is ten years, which indicates that such arrangement will open for examination by PRC tax authorities.

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In December 2009, the State Administration of Tax (“SAT”) in China issued a circular on strengthening the management of proceeds from equity transfers by non-China tax resident enterprises and requires foreign entities to report indirect sales of China tax resident enterprises. If the existence of the overseas intermediary holding company is disregarded due to lack of reasonable business purpose or substance, gains on such sale are subject to PRC withholding tax. In February 2015, SAT issued the Circular on Several Issues Related to Enterprise Income Tax for Indirect Asset Transfer by Non-PRC Resident Enterprises, or SAT Circular 7, if a non-resident enterprise transfers the equity interests of or similar rights or interests in overseas companies which directly or indirectly own PRC taxable assets through an arrangement without a reasonable commercial purpose, but rather to avoid PRC corporate income tax, the transaction will be re-characterized and treated as a direct transfer of PRC taxable assets subject to PRC corporate income tax. SAT Circular 7 specifies certain factors that should be considered in determining whether an indirect transfer has a reasonable commercial purpose. However, as SAT Circular 7 is newly issued, there is uncertainty as to the application of SAT Circular 7 and the interpretation of the term “reasonable commercial purpose.” SAT Circular 7 became effective on February 2015, but it also applies to indirect transfers which occurred before its issuance but have not received assessment from the tax authorities. In June 2015, according to communication with the local tax bureau in China, the sale of shares in Weibo during its initial public offering was categorized as an indirect transfer of taxable assets in China, and as such the capital gain from the transaction is subject to PRC withholding tax at rate of 10%. The Company fully paid the relevant tax arising from the transaction and recorded a reduction of additional paid-in capital in 2015 considering the relevant tax directly relates to equity transaction. Although the Company believes that it is more likely than not all the other transactions made by the Company during all the presented periods would be determined to have reasonable commercial purpose, should this not be the case, the Company would be subject to a significant withholding tax that could materially and adversely impact its financial position, results of operations and cash flows.

*Composition of income tax expenses for China operations*

The following table sets forth current and deferred portion of income tax expenses of the Company’s China subsidiaries and VIEs:

|                       | Year Ended December 31, |                  |                  |
|-----------------------|-------------------------|------------------|------------------|
|                       | 2015                    | 2016             | 2017             |
|                       | (In thousands)          |                  |                  |
| Current tax provision | \$ 13,948               | \$ 17,455        | \$ 76,379        |
| Deferred tax benefits | (3,528)                 | (5,470)          | (3,214)          |
| Income tax expenses   | <u>\$ 10,420</u>        | <u>\$ 11,985</u> | <u>\$ 73,165</u> |

*Reconciliation of the differences between statutory tax rate and the effective tax rate for China operations*

The following table sets forth reconciliation between the statutory EIT rate and the effective tax rate for China operations:

|   | Year Ended December 31, |           |            |
|---|-------------------------|-----------|------------|
|   | 2015                    | 2016      | 2017       |
| Statutory EIT rate                              | 25%                     | 25%       | 25%        |
| Effect on tax holiday and preferential tax rate | (24)%                   | (29)%     | (11)%      |
| Permanent differences                           | 10%                     | (1)%      | (1)%       |
| Change in valuation allowance                   | 4%                      | 12%       | 2%         |
| Effective tax rate for China operations         | <u>15%</u>              | <u>7%</u> | <u>15%</u> |

The provisions for income taxes for the years ended December 31, 2015, 2016 and 2017 differ from the amounts computed by applying the EIT primarily due to the tax holidays and the preferential tax rate enjoyed by certain of the Company’s entities in the PRC. The decrease in effective tax rate for China operations in 2016 as compared to 2015 was mainly due to the relatively higher proportion of income achieved by Weibo Technology, which has been enjoying the tax holiday since 2015. The increase in effective tax rate for China operations in 2017 as compared to 2016 was mainly due to the change in tax status of Weibo Technology in 2017 from being fully tax exempted to being subject to a reduced enterprise income tax rate of 12.5%.

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The following table sets forth the effect of tax holiday related to China operations:

|                                     | Year Ended December 31,                 |           |           |
|-------------------------------------|---|-----------|-----------|
|                                     | 2015                                    | 2016      | 2017      |
|                                     | (In thousands, except per share amount) |           |           |
| Tax holiday effect                  | \$ 17,169                               | \$ 51,829 | \$ 56,377 |
| Basic net income per share effect   | \$ 0.29                                 | \$ 0.74   | \$ 0.79   |
| Diluted net income per share effect | \$ 0.28                                 | \$ 0.67   | \$ 0.76   |

The following table sets forth the significant components of deferred tax assets and liabilities for China operations:

|                                     | As of December 31, |            |
|-------------------------------------|--------------------|------------|
|                                     | 2016               | 2017       |
|                                     | (In thousands)     |            |
| Deferred tax assets:                |                    |            |
| Allowances for doubtful accounts    | \$ 18,509          | \$ 21,454  |
| Net operating loss carry forwards   | 14,620             | 14,913     |
| Accruals                            | 11,978             | 17,330     |
| Depreciation, and other liabilities | 16,732             | 23,294     |
| Total deferred tax assets           | 61,839             | 76,991     |
| Less: valuation allowance           | (49,252)           | (60,833)   |
| Net deferred tax assets             | \$ 12,587          | \$ 16,158  |
| Deferred tax liabilities:           |                    |            |
| Depreciation                        | \$ (814)           | \$ (650)   |
| Acquired intangible assets          | (274)              | (3,836)    |
| Others                              | (2,521)            | (3,274)    |
| Total deferred tax liabilities      | \$ (3,609)         | \$ (7,760) |

Valuation allowance is provided against deferred tax assets when the Company determines that it is more likely than not that the deferred tax assets will not be utilized in the future. In making such determination, the Company considered factors including (i) future reversals of existing taxable temporary differences; (ii) future taxable income exclusive of reversing temporary differences and carry-forwards; and (iii) tax planning strategies. Historically, deferred tax assets were valued using the previous statutory rate of 25% or applicable preferential rates.

As of December 31, 2016 and 2017, the Company provided full valuation allowance of the deferred tax assets for China operations mainly related to the allowance for doubtful accounts. Given that the Company has been unsuccessful in getting approval from the relevant tax authorities for the deduction of the tax allowance on bad debt in recent years, the Company believes it is more likely than not that these deferred tax assets will not be utilized.

As of December 31, 2016 and 2017, the Company had net operating loss carry forwards for China operation totaling \$58.5 million and \$70.5 million to offset against future net profit for income tax purposes. The Company anticipates that it is more likely than not that these net operating losses may not be fully utilized based on its estimate of the operation performance of these PRC entities; therefore, deferred tax assets generated from net operating losses were offset by a valuation allowance of \$14.6 million and \$14.8 million, respectively.

## 12. Net Income (Loss) Per Share

Basic net income (loss) per share is computed using the weighted average number of the ordinary shares outstanding during the period. Restricted share units are not considered outstanding in the computation of basic earnings per share (“EPS”). Diluted EPS is computed using the weighted average number of ordinary shares and potential ordinary shares outstanding during the period. The computation of diluted EPS does not assume conversion, exercise, or contingent issuance of securities that would have an anti-dilutive effect (i.e. an increase in EPS amounts or a decrease in loss per share amounts) on net income per share. For the years ended December 31, 2016 and 2017, the interest expenses and amortized issuance costs of \$10.8 million and \$1.5 million, respectively, as well as the number of “if converted” shares related to convertible debt were recognized as dilutive factors and included in the calculation of diluted net income per share. For the year ended December 31, 2015, the impact from convertible debt was anti-dilutive and the amount excluded from the calculation of diluted net income per share was \$10.7 million. For the years ended December 31, 2016 and 2017, stock options and unvested restricted share units that were anti-dilutive and excluded from the calculation of diluted net income per share were 12.3 million and 0.04 million shares on a weighted average basis.

In calculating the Company’s consolidated basic and diluted EPS, the numerator include SINA’s share of income (loss) from Weibo based on Weibo’s basic and diluted EPS, respectively, multiplied by the number of Weibo shares held by SINA. In 2015, 2016 and 2017, the effect on consolidated net income per share of dilutive shares from Weibo was \$0.9 million, \$2.1 million and \$3.6 million, respectively. The Company also believes that it is not necessary to make any allocation to the preferred shareholders when applying the two class method of calculating EPS in accordance with ASC 260, because the preferred shares are not participant securities (see Note 15- preferred shares for details)

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The following table sets forth the computation of basic and diluted net income per share for the periods indicated:

|  | Year Ended December 31, |                |                |
|--|-------------------------|----------------|----------------|
|  | 2015                    | 2016           | 2017           |
| (In thousands, except per share amounts)   |                         |                |                |
| <b>Basic net income per share calculation:</b>   |                         |                |                |
| Numerator:   |                         |                |                |
| Net income attributable to SINA's ordinary shareholders  | \$ 25,678               | \$ 225,087     | \$ 156,569     |
| Denominator:   |                         |                |                |
| Weighted average ordinary shares outstanding   | 60,237                  | 70,301         | 71,284         |
| Basic net income per share   | \$ 0.43                 | \$ 3.20        | \$ 2.20        |
| <b>Diluted net income per share calculation:</b>   |                         |                |                |
| Numerator:   |                         |                |                |
| Net income attributable to SINA's ordinary shareholders  | \$ 25,678               | \$ 225,087     | \$ 156,569     |
| Less: Effect on consolidated net income per share of dilutive shares of the Company's equity interests | 1,490                   | 2,275          | 3,915          |
| Add: Effect on interest expenses and amortized issuance cost of convertible debt                       | —                       | 10,831         | 1,531          |
| Net income attributable for calculating diluted net income per share                                   | <u>24,188</u>           | <u>233,643</u> | <u>154,185</u> |
| Denominator:   |                         |                |                |
| Weighted average ordinary shares outstanding   | 60,237                  | 70,301         | 71,284         |
| Weighted average ordinary shares equivalents:  |                         |                |                |
| Effects of dilutive securities   |                         |                |                |
| Stock options  | 23                      | 112            | 94             |
| Unvested restricted share units  | 388                     | 958            | 1,172          |
| Convertible debt   | —                       | 6,140          | 1,381          |
| Shares used in computing diluted net income per share attributable to SINA                             | <u>60,648</u>           | <u>77,511</u>  | <u>73,931</u>  |
| Diluted net income per share   | \$ 0.40                 | \$ 3.01        | \$ 2.09        |

**13. Employee Benefit Plans**

***China Contribution Plan***

The Company's subsidiaries and VIEs in China participate in a government-mandated, multi-employer, defined contribution plan, pursuant to which certain retirement, medical, housing and other welfare benefits are provided to employees. Chinese labor laws require the Company's subsidiaries to pay to the local labor bureau a monthly contribution at a stated contribution rate based on the monthly basic compensation of qualified employees. The local labor bureau is responsible for meeting all retirement benefit obligations; the Company has no further commitments beyond its monthly contribution. For the years ended December 31, 2015, 2016 and 2017, the Company contributed a total of \$60.1 million, \$59.7 million and \$69.9 million to the government funds, respectively.

***401(k) Savings Plan***

The Company's U.S. subsidiary has a savings plan that qualifies as a deferred salary arrangement under Section 401(k) of the Internal Revenue Code (the "401(k) Plan"). Under the 401(k) Plan, participating employees may defer 100% of their eligible pretax earnings up to the Internal Revenue Service's annual contribution limit. All employees on the U.S. payroll of the Company age 21 years or older are eligible to participate in the 401(k) Plan. The Company has not been required to contribute to the 401(k) Plan.

## 14. Profit Appropriation

Relevant PRC laws and regulations permit PRC companies to pay dividends only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. The Company's subsidiaries and VIEs in China are required to make appropriations to certain non-distributable reserve funds. In accordance with the laws applicable to China's Foreign-Invested Enterprises ("FIEs"), its subsidiaries have to make appropriations from its after-tax profit (as determined under Generally Accepted Accounting Principles in the PRC ("PRC GAAP")) to non-distributable reserve funds including (i) general reserve fund, (ii) enterprise expansion fund and (iii) staff bonus and welfare fund. General reserve fund is at least 10% of the after-tax profits calculated in accordance with the PRC GAAP. Appropriation is not required if the reserve fund has reached 50% of the registered capital of the respective company. The appropriation of the other two reserve funds is at the Company's discretion. At the same time, the Company's VIEs, in accordance with the China Company Laws, must make appropriations from its after-tax profit (as determined under the PRC GAAP) to non-distributable reserve funds including (i) statutory surplus fund and (ii) discretionary surplus fund. Statutory surplus fund is at least 10% of the after-tax profits calculated in accordance with the PRC GAAP. Appropriation is not required if the reserve fund has reached 50% of the registered capital of the respective company.

General reserve fund and statutory surplus fund are restricted for setting off against losses, expansion of production and operation or increase in register capital of the respective company. As a result of these PRC laws and regulations, the general reserve, statutory surplus and registered capital of PRC subsidiaries and VIEs are restricted in terms of being transferred to the Company either in the form of dividends, loans or advances. The balance of restricted net assets was \$497.9 million or 17.5% of the Company's total consolidated net assets as of December 31, 2017. Except for the above, there is no other restriction on the use of proceeds generated by the Company's subsidiaries and VIEs to satisfy any obligations of the Company.

## 15. Shareholders' Equity

### *Stockholder Rights Plan*

In 2005, the Company adopted a Rights Plan (the "2005 Rights Plan") to protect the best interests of all shareholders. The 2005 Rights Plan expired on February 22, 2015. In order to continue to protect the best interests of our shareholders, the Company's board of directors approved a continuation of the 2005 Rights Plan (the "2015 Rights Plan") in April 2015. In general, the 2015 Rights Plan has substantially the same terms as the 2005 Rights Plan. Pursuant to the 2015 Rights Plan, stockholders of SINA have rights to purchase ordinary shares of the Company at a substantial discount from those securities' fair market value upon a person or group acquiring, without the approval of the Board of Directors, more than 10% of the Company's ordinary shares. Any person or group who triggers the purchase right distribution becomes ineligible to participate in the Plan, causing substantial dilution of such person or group's holdings. The 2015 Rights Plan has a record date of May 4, 2015 and will expire on April 23, 2025 unless extended by the Company's board of directors before then.

In addition, the Company's Board of Directors has the authority, without further action by its shareholders, to issue up to 3,750,000 preference shares in one or more series and to fix the powers and rights of these shares, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with its ordinary shares. Preference shares could thus be issued quickly with terms calculated to delay or prevent a change in control or make removal of management more difficult. Similarly, the Board of Directors may approve the issuance of debentures convertible into voting shares, which may limit the ability of others to acquire control of the Company.

### *Shares Issuance to Management*

#### *Ordinary shares*

On June 1, 2015, the Company entered into a legally binding subscription agreement to issue new 11,000,000 ordinary shares with New Wave, a holding company that holds ordinary shares on behalf of our senior management and controlled by Mr. Charles Chao, Chairman and CEO of the Company, for an aggregate price of \$456,390,000. On November 6, 2015, the placement was completed and all of the proceeds have been received by the Company. The shares acquired in this transaction are subject to a contractual lock-up restriction for six months after the closing on November 6, 2015. The per share purchase price of \$41.49 represents the average closing trading price of SINA's ordinary shares for the 30 trading days ended May 29, 2015, the last trading day before the signing of the subscription agreement. No stock-based compensation expenses arose from the new issuance as the purchase price for the shares was at or above the market price of those shares at the date Mr. Chao irrevocably committed to purchase those shares.

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*Preferred Shares*

On November 6, 2017, the Company entered into the Share Subscription Agreement with New Wave, which held 7,944,386 ordinary shares of the Company then. Pursuant to the agreement, the Company issued to New Wave 7,150 newly created the Class A Preference Shares with 10,000 votes per share initially, at par value of US\$1.00 per share. Immediately following the share issuance, New Wave's aggregate voting power in the Company increased from approximately 11.1% to approximately 55.5%.

The following is a summary of the key terms of the Class A Preference Shares:

- The Class A Preference Shares have no economic rights nor any right to any dividend or other distribution by the Company.
- The Class A Preference Shares are entitled to vote on all matters submitted to a general meeting of the Company. When New Wave sells or otherwise transfers any number of Ordinary Shares held by it to a third party which is not an affiliate of New Wave, the number of votes that each Class A Preference Share is entitled to will be reduced proportionally.
- On any resolution to elect a director where the nominee is an executive officer of the Company, the votes attaching to the Class A Preference Shares on such resolution shall not be counted if a majority of the votes cast by the holders of the Company's ordinary shares is against the appointment of such nominee.
- For all matters that are required to be subject to shareholder approval under Rule 5635 of the Nasdaq Stock Market Rules, New Wave shall vote the Class A Preference Shares in accordance with the Board's recommendation to the extent the board determines to submit any such matter to shareholder approval.
- If New Wave transfers the Class A Preference Shares to a third party which is not an affiliate of New Wave, or when New Wave ceases to be controlled by any person holding executive office in the Company, the Class A Preference Shares shall cease to have any voting right.

The Class A Preference Shares have no economic rights and no participant rights to any dividend, and as a result, the Company concluded that the transfer of economic benefits from the Company or shareholders to New Wave and the fair value of these Class A Preferred Shares was immaterial.

[Table of Contents](#)***In-kind Distribution***

On August 31, 2016 and May 26, 2017, the Company announced its planned distribution of shares of Weibo to SINA's shareholders as of the record date on a pro rata basis, or one Weibo Share for each ten outstanding SINA ordinary shares, respectively (the "2016 Distribution" and the "2017 Distribution"). As of distribution date, the Company has distributed Class A ordinary shares of Weibo, based on the ordinary shares of SINA outstanding as of the record date.

| <u>Distribution</u> | <u>Record Date</u> | <u>Distribution Date</u> | <u>Distributed Share</u> | <u>SINA's Ordinary Shares</u> |
|---------------------|--------------------|--------------------------|--------------------------|-------------------------------|
| 2016 Distribution   | September 12, 2016 | October 14, 2016         | 7,088,116                | 70,881,168                    |
| 2017 Distribution   | June 7, 2017       | July 10, 2017            | 7,142,148                | 71,421,480                    |

2016 Distribution resulted in a decrease of \$338.6 million in retained earnings, which equals to the fair value of Weibo shares distributed and also leads an increase of \$21.9 million in the non-controlling interests related to Weibo, which represents the change in the underlying net assets related to the equity interest held by the Company in Weibo as of the declaration date. 2017 Distribution resulted in a decrease of \$554.0 million in retained earnings, which equals to the fair value of Weibo shares distributed and also leads an increase of \$31.7 million in the non-controlling interests related to Weibo, which represents the change in the underlying net assets related to the equity interest held by the Company in Weibo as of the declaration date. The remaining difference has been reflected as an increase in additional paid-in capital in 2016 and 2017, respectively. As of December 31, 2017, the Company held 45.7% economic interest and 71.6% voting interest in Weibo.

***2015 Share Incentive Plan***

On June 29, 2007, the Company adopted the 2007 Share Incentive Plan (the "2007 Plan"), which plan was amended and restated on August 2, 2010 (the "Amended and Restated 2007 Plan"). The Amended and Restated 2007 Plan permits the granting of share options, share appreciation rights, restricted share units and restricted shares. The Amended and Restated 2007 Plan terminated on August 1, 2015. Under the 2007 Plan, a total of 10,000,000 ordinary shares of the Company are available for issuance. As of December 31, 2017, there were 190,000 options and 530,000 restricted share units outstanding under the Amended and Restated 2007 Plan.

In July, 2015, the Company adopted the 2015 Share Incentive Plan (the "2015 Plan"), which permits the granting of share options, share appreciation rights, restricted share units and restricted shares. Under the 2015 Plan, a total of 6,000,000 ordinary shares of the Company is available for issuance. The maximum number of ordinary shares available for issuance will be reduced by one share for every one share issued pursuant to a share option or share appreciation right and by 1.75 share for every one share issued as restricted shares or pursuant to a restricted shares unit. The maximum number of ordinary shares that may be granted subject to awards under the 2015 Plan during any given fiscal year will be limited to 3% of the total outstanding shares of the Company as of the end of the immediately preceding fiscal year, plus any shares remaining available under the share pool for the immediately preceding fiscal year. Share options and share appreciation rights must be granted with an exercise price of at least 110% of the fair market value on the date of grant.

Upon adoption, the 2015 Plan replaced the existing 2007 Plan and, as a result, no additional awards could be granted under the 2007 Plan. As of December 31, 2017, there were nil options and 1,184,000 restricted share units outstanding under the 2015 Plan.

***Stock-Based Compensation***

The following table sets stock-based compensation included in each of the accounts, including amount arising from Weibo's incentive plan:

|                            | <u>Year Ended December 31,</u> |                  |                  |
|----------------------------|--------------------------------|------------------|------------------|
|                            | <u>2015</u>                    | <u>2016</u>      | <u>2017</u>      |
|                            | <u>(In thousands)</u>          |                  |                  |
| Costs of revenues          | \$ 5,272                       | \$ 7,742         | \$ 9,257         |
| Sales and marketing        | 10,793                         | 15,496           | 20,790           |
| Product development        | 14,234                         | 20,793           | 29,163           |
| General and administrative | 25,840                         | 29,797           | 32,177           |
|                            | <u>\$ 56,139</u>               | <u>\$ 73,828</u> | <u>\$ 91,387</u> |

The Company uses the Black-Scholes option pricing model to estimate the fair value of stock options.

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**Stock Options**

The assumptions used to value the Company's option grants were as follows:

|                          | <u>Year Ended December 31,</u><br><u>2015</u> |
|--------------------------|---|
| <b>Stock options:</b>    |   |
| Expected term (in years) | 4.1   |
| Expected volatility      | 54%   |
| Risk-free interest rate  | 1.1%  |
| Expected dividend yield  | —   |

No option was granted during 2016 and 2017 under 2015 Incentive Plan. Expected term represents the weighted average period of time that stock-based awards granted are expected to be outstanding giving consideration to historical exercise patterns. The simplified method was used for 2015, due to the lack of industry comparison and comparable historical exercise patterns. Options granted since 2007 have a contractual life of either six or seven years, compared ten years for previous grants. Most of the grants under the new terms have not been fully vested nor forfeited. In addition, the Company experienced significant changes in revenue mix and employee composition in recent years. For these reasons, the Company believes that share option exercise pattern on new grants may not reflect those of previous grants. Expected volatilities are based on historical volatilities of the Company's ordinary shares over the respective expected term of the stock-based awards. Risk-free interest rate is based on US Treasury zero-coupon issues with maturity terms similar to the expected term on the stock-based awards. The Company does not anticipate paying any cash dividends in the foreseeable future.

The following table sets forth the summary of number of shares available for issuance:

|                                | <u>Shares Available</u><br><u>(In thousands)</u> |
|--------------------------------|--|
| <b>January 1, 2015</b>         | 2,962  |
| New issued under the 2015 Plan | 6,000  |
| Granted*                       | (2,981)  |
| Cancelled/forfeited            | 742  |
| Expired                        | (995)  |
| <b>December 31, 2015</b>       | 5,728  |
| Granted*                       | (2,456)  |
| Cancelled/forfeited            | 353  |
| Expired                        | (279)  |
| <b>December 31, 2016</b>       | 3,346  |
| Granted*                       | (673)  |
| Cancelled/forfeited            | 320  |
| Expired                        | (85)   |
| <b>December 31, 2017</b>       | <u>2,908</u>                                     |

\* In 2015, 2016 and 2017, 1,620,000, 1,403,000 and 385,000, restricted shares units, or 2,834,700, 2,456,000 and 673,000 equivalent option shares, respectively, were granted.

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The following table sets forth the summary of option activities under the Company's stock option program:

|                                     | Options<br>Outstanding<br>(In thousands) | Weighted Average<br>Exercise Price | Weighted Average<br>Remaining<br>Contractual Life<br>(In years) | Aggregate<br>Intrinsic Value<br>(In thousands) |
|-------------------------------------|--|------------------------------------|---|--|
| <b>January 1, 2015</b>              | 1,022                                    | \$ 46.68                           | 3.90  | \$ 809   |
| Granted                             | 147                                      | \$ 35.69                           |   |  |
| Exercised                           | (50)                                     | \$ 29.12                           |   |  |
| Cancelled/expired/forfeited         | (196)                                    | \$ 51.65                           |   |  |
| <b>December 31, 2015</b>            | 923                                      | \$ 44.83                           | 3.37  | \$ 5,208                                       |
| Exercised                           | (674)                                    | \$ 47.26                           |   |  |
| Cancelled/expired/forfeited         | (15)                                     | \$ 35.69                           |   |  |
| <b>December 31, 2016</b>            | 234                                      | \$ 38.41                           | 3.63  | \$ 5,226                                       |
| Exercised                           | (26)                                     | \$ 35.69                           |   |  |
| Cancelled/expired/forfeited         | (18)                                     | \$ 37.61                           |   |  |
| <b>December 31, 2017</b>            | 190                                      | \$ 38.86                           | 2.56  | \$ 11,693                                      |
| Vested and expected to vest as of   |  |                                    |   |  |
| December 31, 2016                   | 229                                      | \$ 38.43                           | 3.62  | \$ 5,119                                       |
| Exercisable as of December 31, 2016 | 72                                       | \$ 40.76                           | 3.03  | \$ 1,437                                       |
| Vested and expected to vest as of   |  |                                    |   |  |
| December 31, 2017                   | 190                                      | \$ 38.86                           | 2.56  | \$ 11,693                                      |
| Exercisable as of December 31, 2017 | 117                                      | \$ 39.74                           | 2.31  | \$ 7,063                                       |

The total intrinsic value of options exercised during 2015, 2016 and 2017 was \$0.6 million, \$22.0 million and \$1.6 million, respectively. The intrinsic value is calculated as the difference between the market value on the date of exercise and the exercise price of the shares. Cash received from the exercises of stock option of the Company during 2015, 2016 and 2017 was \$1.5 million, \$31.9 million and \$0.9 million. As reported by the NASDAQ Global Selected Market, the Company's ending stock price as of December 31, 2016 and 2017 was \$60.79 and \$100.31, respectively.

As of December 31, 2016 and 2017, there was \$2.6 million and \$1.2 million of unrecognized compensation cost, adjusted for estimated forfeitures, related to non-vested stock options granted to the Company's employees and directors, respectively. Total unrecognized compensation cost is expected to be recognized over a weighted-average period of 0.9 years as of December 31, 2017. Total unrecognized compensation cost may be adjusted for future changes in estimated forfeitures.

Information regarding the stock options outstanding as of December 31, 2016 and 2017 are summarized below:

| Range of Exercise Prices       | Options<br>Outstanding<br>(In thousands) | Weighted<br>Average<br>Exercise Price | Options<br>Exercisable<br>(In thousands) | Weighted<br>Average<br>Exercise Price | Weighted Average<br>Remaining<br>Contractual Life<br>(In years) |
|--------------------------------|--|---------------------------------------|--|---------------------------------------|---|
| <b>As of December 31, 2016</b> |  |                                       |  |                                       |   |
| \$35.69 - \$35.69              | 72                                       | \$ 35.69                              | 16                                       | \$ 35.69                              | 3.90  |
| \$38.27 - \$38.27              | 124                                      | \$ 38.27                              | 18                                       | \$ 38.27                              | 3.90  |
| \$40.07 - \$40.07              | 8  | \$ 40.07                              | 8  | \$ 40.07                              | 4.81  |
| \$45.13 - \$45.13              | 30                                       | \$ 45.13                              | 30                                       | \$ 45.13                              | 1.55  |
|                                | <u>234</u>                               | <u>\$ 38.41</u>                       | <u>72</u>                                | <u>\$ 40.76</u>                       | <u>3.63</u>   |
| <b>As of December 31, 2017</b> |  |                                       |  |                                       |   |
| \$35.69 - \$35.69              | 36                                       | \$ 35.69                              | 13                                       | \$ 35.69                              | 3.04  |
| \$38.27 - \$38.27              | 124                                      | \$ 38.27                              | 74                                       | \$ 38.27                              | 2.90  |
| \$45.13 - \$45.13              | 30                                       | \$ 45.13                              | 30                                       | \$ 45.13                              | 0.55  |
|                                | <u>190</u>                               | <u>\$ 38.86</u>                       | <u>117</u>                               | <u>\$ 39.74</u>                       | <u>2.56</u>   |

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**Restricted Share Units**

*Summary of Service-Based Restricted Share Units*

The following table sets forth the summary of service-based restricted share unit (“RSU”) activities:

|                          | <u>Shares Granted</u><br><u>(In thousands)</u> | <u>Weighted-Average</u><br><u>Grant Date</u><br><u>Fair Value</u> |
|--------------------------|--|---|
| <b>January 1, 2015</b>   | 1,119  | \$ 45.97  |
| Awarded*                 | 1,620  | \$ 39.16  |
| Vested                   | (460)  | \$ 44.81  |
| Cancelled                | (312)  | \$ 44.60  |
| <b>December 31, 2015</b> | 1,967  | \$ 40.85  |
| Awarded*                 | 1,384  | \$ 49.89  |
| Vested                   | (754)  | \$ 42.91  |
| Cancelled                | (192)  | \$ 40.10  |
| <b>December 31, 2016</b> | 2,405  | \$ 45.47  |
| Awarded*                 | 365  | \$ 75.05  |
| Vested                   | (905)  | \$ 45.45  |
| Cancelled                | (165)  | \$ 44.57  |
| <b>December 31, 2017</b> | 1,700  | \$ 51.92  |

\* nil, 24,000 and 20,000 RSUs were granted to non-employee directors in 2015, 2016 and 2017, respectively.

As of December 31, 2016 and 2017, there was \$98.2 million and \$77.5 million of unrecognized compensation cost, adjusted for estimated forfeitures, related to non-vested, service-based RSUs granted to the Company’s employees and non-employee directors, which is expected to be recognized over a weighted-average period of 2.9 years and 2.3 years respectively. The total fair value based on the respective vesting dates of the restricted share units vested was \$20.9 million, \$43.6 million and \$92.2 million during the years ended December 31, 2015, 2016 and 2017, respectively.

The following table sets forth a summary of performance-based RSU activities for the years ended December 31, 2016 and 2017:

|                          | <u>Shares Granted</u><br><u>(In thousands)</u> | <u>Weighted-Average</u><br><u>Grant Date</u><br><u>Fair Value</u> |
|--------------------------|--|---|
| <b>January 1, 2016</b>   | —  | \$ —  |
| Awarded                  | 19   | \$ 47.47  |
| Cancelled                | (1)  | \$ 47.47  |
| <b>December 31, 2016</b> | 18   | \$ 47.47  |
| Awarded                  | 19   | \$ 65.18  |
| Vested                   | (15)   | \$ 47.47  |
| Cancelled                | (8)  | \$ 58.51  |
| <b>December 31, 2017</b> | 14   | \$ 65.18  |

As of December 31, 2016 and 2017, all performance-based restricted shares granted but not cancelled had been fully vested for 2016 and 2017, respectively. No performance-based RSUs were granted in 2015.

[Table of Contents](#)***Weibo's Stock-Based Compensation***

In August 2010, the Company's subsidiary Weibo Corporation adopted the 2010 Share Incentive Plan (the "2010 Weibo Incentive Plan"), which has a term of ten years and permits the granting of options, share appreciation rights, restricted share units and restricted shares of Weibo to employees, directors and consultants of Weibo and its affiliates. Under the plan, a total of 35 million ordinary shares were initially reserved for issuance. The maximum number of ordinary shares available for issuance will be reduced by one share for every one share issued pursuant to a share option or share appreciation right and by 1.75 share for every one share issued as restricted share or pursuant to a restricted share unit. No options were granted during the periods presented. In March 2014, Weibo's shareholders adopted the 2014 Share Incentive Plan (the "2014 Plan"), which has a term of ten years. At the same time, the 2010 Weibo Incentive Plan was terminated and all remaining shares were forwarded to the 2014 Plan. Initially, the 2014 Plan were funded by the remaining 4,647,872 shares from the 2010 Share Incentive Plan and another 1,000,000 new added shares and by 1 share for every one share issued as restricted share or pursuant to a restricted share unit. On January 1, 2015, shares in the 2014 Plan was allowed a one-time increase in the amount equal to 10% of the total number of Weibo shares issued and outstanding on a fully-diluted basis as of December 31, 2014 ("One-time Addition"). The ordinary shares for issuance under the 2014 plan are on one-for-one basis for each share issued as restricted shares or pursuant to a restricted share unit. Weibo intends to use such share incentive plan to attract and retain employee talent.

The following table sets forth the stock-based compensation included in each of the relevant accounts arising from Weibo's incentive plan:

|                            | Year Ended December 31, |                  |                  |
|----------------------------|-------------------------|------------------|------------------|
|                            | 2015                    | 2016             | 2017             |
|                            |                         | (In thousands)   |                  |
| Cost of revenues           | \$ 1,196                | \$ 2,616         | \$ 3,716         |
| Sales and marketing        | 3,209                   | 5,357            | 8,264            |
| Product development        | 10,210                  | 15,076           | 21,879           |
| General and administrative | 11,784                  | 13,853           | 14,178           |
|                            | <u>\$ 26,399</u>        | <u>\$ 36,902</u> | <u>\$ 48,037</u> |

Stock compensation expenses related to the grants for Weibo were amortized over four years on a straight-line basis with \$26.4 million, \$36.9 million and \$48.0 million in 2015, 2016 and 2017, respectively.

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The following table sets forth a summary of the number of shares available for issuance under Weibo's incentive plan:

|                             | <u>Shares Available</u><br>(In thousands) |
|-----------------------------|---|
| <b>January 1, 2015</b>      | 2,738                                     |
| One-time Addition           | 21,684                                    |
| Granted                     | (4,851)                                   |
| Cancelled/expired/forfeited | 646                                       |
| <b>December 31, 2015</b>    | <u>20,217</u>                             |
| Granted                     | (1,917)                                   |
| Cancelled/expired/forfeited | 578                                       |
| <b>December 31, 2016</b>    | <u>18,878</u>                             |
| Granted                     | (736)                                     |
| Cancelled/expired/forfeited | 398                                       |
| <b>December 31, 2017</b>    | <u><u>18,540</u></u>                      |

The following table sets forth a summary of option activities under Weibo's stock option program:

|   | <u>Options</u><br><u>Outstanding</u><br>(In thousands) | <u>Weighted Average</u><br><u>Exercise Price</u> | <u>Weighted Average</u><br><u>Remaining</u><br><u>Contractual Life</u><br>(In years) | <u>Aggregate</u><br><u>Intrinsic Value</u><br>(In thousands) |
|---|--|--|--|--|
| <b>January 1, 2015</b>                              | 14,330   | \$ 1.28  | 3.2  | \$ 185,684   |
| Exercise  | (7,309)  | \$ 1.11  |  |  |
| Cancelled/expired/forfeited                         | (718)  | \$ 3.22  |  |  |
| <b>December 31, 2015</b>                            | <u>6,303</u>   | <u>\$ 1.26</u>                                   | <u>2.4</u>   | <u>\$ 114,975</u>  |
| Exercise  | (3,625)  | \$ 1.10  |  |  |
| Cancelled/expired/forfeited                         | (91)   | \$ 3.37  |  |  |
| <b>December 31, 2016</b>                            | <u>2,587</u>   | <u>\$ 1.41</u>                                   | <u>1.6</u>   | <u>\$ 101,403</u>  |
| Exercise  | (2,122)  | \$ 1.04  |  |  |
| Cancelled/expired/forfeited                         | (28)   | \$ 0.68  |  |  |
| <b>December 31, 2017</b>                            | <u><u>437</u></u>                                      | <u><u>\$ 3.24</u></u>                            | <u><u>2.0</u></u>  | <u><u>\$ 43,800</u></u>                                      |
| Vested and expected to vest as of December 31, 2016 | 2,572  | \$ 1.40  | 1.6  | \$ 100,819   |
| Exercisable as of December 31, 2016                 | 2,433  | \$ 1.28  | 1.4  | \$ 95,678  |
| Vested and expected to vest as of December 31, 2017 | 437  | \$ 3.24  | 2.0  | \$ 43,800  |
| Exercisable as of December 31, 2017                 | 437  | \$ 3.24  | 2.0  | \$ 43,800  |

No options were granted in the years ended December 31, 2015, 2016 and 2017. The total intrinsic value of options exercised for the years ended December 31, 2015, 2016 and 2017 was \$106.2 million, \$129.3 million and \$135.2 million, respectively. The intrinsic value is calculated as the difference between the market value on the date of exercise and the exercise price of the shares. Cash received from the exercises of stock option for Weibo during the years ended December 31, 2015, 2016 and 2017 was \$7.8 million, \$4.2 million and \$2.3 million, respectively. As reported by the NASDAQ Global Selected Market, the Company's ending stock price as of December 31, 2016 and 2017 was \$40.6 and \$103.46, respectively.

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As of December 31, 2016 and 2017, the unrecognized compensation cost, adjusted for estimated forfeitures, related to non-vested stock options granted to Weibo's employees and directors was \$1.1 million and nil, respectively. All compensation cost related to stock options has been fully amortized in 2017.

Information regarding stock options of Weibo outstanding is summarized below:

| <u>Range of Exercise Prices</u> | <u>Options Outstanding</u><br>(In thousands) | <u>Weighted Average Exercise Price</u> | <u>Options Exercisable</u><br>(In thousands) | <u>Weighted Average Exercise Price</u> | <u>Weighted Average Remaining Contractual Life</u><br>(In years) |
|---------------------------------|--|--|--|--|--|
| <b>As of December 31, 2016</b>  |  |  |  |  |  |
| \$0.36 - \$0.41                 | 1,639  | \$ 0.36                                | 1,639  | \$ 0.36                                | 0.7  |
| \$0.96 - \$1.80                 | 79   | \$ 0.97                                | 79   | \$ 0.97                                | 1.2  |
| \$3.25 - \$3.36                 | 341  | \$ 3.33                                | 338  | \$ 3.33                                | 2.5  |
| \$3.43 - \$3.50                 | 528  | \$ 3.48                                | 377  | \$ 3.48                                | 3.7  |
|                                 | <u>2,587</u>                                 | \$ 1.41                                | <u>2,433</u>                                 | \$ 1.28                                | 1.6  |
| <b>As of December 31, 2017</b>  |  |  |  |  |  |
| \$0.96 - \$1.80                 | 31   | \$ 0.97                                | 31   | \$ 0.97                                | 0.2  |
| \$3.25 - \$3.36                 | 179  | \$ 3.33                                | 179  | \$ 3.33                                | 1.4  |
| \$3.43 - \$3.50                 | 227  | \$ 3.48                                | 227  | \$ 3.48                                | 2.6  |
|                                 | <u>437</u>                                   | \$ 3.24                                | <u>437</u>                                   | \$ 3.24                                | 2.0  |

*Weibo's Restricted Share Units*

The following table sets forth the summary of service-based restricted share unit activities for Weibo:

|                                | <u>Shares Granted</u><br>(In thousands) | <u>Weighted-Average Grant Date Fair Value</u> |
|--------------------------------|---|---|
| <b>As at January 1, 2015</b>   |   |   |
| Awarded                        | 4,851                                   | \$ 12.41                                      |
| Vested                         | (1,211)                                 | \$ 14.69                                      |
| Cancelled                      | (646)                                   | \$ 14.18                                      |
| <b>As at December 31, 2015</b> | <u>6,501</u>                            | \$ 13.98                                      |
| Awarded                        | 1,806                                   | \$ 24.94                                      |
| Vested                         | (2,274)                                 | \$ 14.73                                      |
| Cancelled                      | (575)                                   | \$ 14.58                                      |
| <b>As at December 31, 2016</b> | <u>5,458</u>                            | \$ 17.23                                      |
| Awarded                        | 581                                     | \$ 62.87                                      |
| Vested                         | (2,406)                                 | \$ 17.01                                      |
| Cancelled                      | (366)                                   | \$ 17.72                                      |
| <b>As at December 31, 2017</b> | <u>3,267</u>                            | \$ 25.45                                      |

As of December 31, 2017, unrecognized compensation cost, adjusted for estimated forfeitures and related to non-vested, service-based restricted share units granted to Weibo's employees and directors, was \$66.7 million. The unrecognized compensation cost is expected to be recognized over a weighted-average period of 2.7 years. The total fair value based on the vesting date of the restricted share units vested was \$17.8 million, \$33.5 million and \$40.9 million during the years ended December 31, 2015, 2016 and 2017, respectively.

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*Weibo's Summary of Performance-Based RSUs*

The following table sets forth a summary of Weibo's performance-based RSU activities in the year ended December 31, 2016:

|                          | <u>Shares Granted</u><br><u>(In thousands)</u> | <u>Weighted-Average</u><br><u>Grant Date</u><br><u>Fair Value</u> |
|--------------------------|--|---|
| <b>January 1, 2016</b>   | —  | \$ —  |
| Awarded                  | 111  | \$ 27.00  |
| Cancelled                | (3)  | \$ 27.00  |
| <b>December 31, 2016</b> | 108  | \$ 27.00  |
| Awarded                  | 155  | \$ 50.45  |
| Vested                   | (102)  | \$ 27.00  |
| Cancelled                | (32)   | \$ 46.42  |
| <b>December 31, 2017</b> | <u>129</u>                                     | \$ 50.32  |

As of December 31, 2016 and 2017, there was \$0.3 million and \$0.7 million unrecognized compensation cost related to performance-based restricted share units granted to Weibo's employees, respectively. No performance-based RSUs were granted in 2015.

**16. Segment Information**

The Company currently operates in three principal business segments globally — Portal advertising, Weibo and Others. Information regarding the business segments provided to the Company’s chief operating decision makers (“CODM”) are at the revenue or gross margin level. The Company currently does not allocate operating expenses nor assets to its segments, as its CODM does not use such information to allocate resources or evaluate the performance of the operating segments of Portal advertising and Others. The Company currently does not allocate other long-lived assets to the geographic operations, except for property and equipment.

In June 2015, the Company sold the Weibo Funds to Weibo (Note 7). At the point the CODM began evaluating the performance of the Weibo segment inclusive of the Weibo Funds, which constituted a change in the Company’s segment operating performance measurements. The comparative operating results of the Portal advertising & Others segment and Weibo segment were retrospectively adjusted to include the Weibo Funds in the Weibo segment for 2015.

With the increased revenues arising from Fintech business, mainly include online payment service and newly acquired loan facilitation service, the CODM started to evaluate the performance of Fintech business. However, the Fintech business was not deemed to be significant enough to qualify as a separate reportable segment, therefore together with other non-reportable segments it was included in “Others”.

The following tables present summary information by segment:

**For the Year Ended December 31, 2015:**

|   | <u>Portal<br/>advertising</u>      | <u>Others</u> | <u>Portal<br/>advertising &amp; Others</u> | <u>Weibo</u>     | <u>Total</u>     |
|---|------------------------------------|---------------|--|------------------|------------------|
|   | (In thousands, except percentages) |               |  |                  |                  |
| Net revenues                                      | \$ 340,814                         | \$ 61,964     | \$ 402,778                                 | \$ 477,891       | \$ 880,669       |
| - Advertising                                     | 340,814                            | —             | 340,814                                    | 402,415          | 743,229          |
| - Non-advertising                                 | —                                  | 61,964        | 61,964                                     | 75,476           | 137,440          |
| Costs of revenues                                 | 157,862                            | 35,558        | 193,420                                    | 141,960          | 335,380          |
| Gross margin                                      | 54%                                | 43%           | 52%  | 70%              | 62%              |
| Operating expenses:                               |                                    |               |  |                  |                  |
| Sales and marketing                               |                                    |               | \$ 104,369                                 | \$ 126,059       | \$ 230,428       |
| Product development                               |                                    |               | 66,327                                     | 143,444          | 209,771          |
| General and administrative                        |                                    |               | 63,943                                     | 28,925           | 92,868           |
| Total operating expenses                          |                                    |               | 234,639                                    | 298,428          | 533,067          |
| Income (loss) from operations                     |                                    |               | (25,281)                                   | 37,503           | 12,222           |
| Interest and other income, net                    |                                    |               | 16,048                                     | 6,344            | 22,392           |
| Income (loss) from equity method investments, net |                                    |               | 224  | (6)              | 218              |
| Realized gain on long-term investments            |                                    |               | 18,846                                     | 944              | 19,790           |
| Investment related impairment                     |                                    |               | (474)                                      | (8,005)          | (8,479)          |
| Income before income tax expense                  |                                    |               | 9,363                                      | 36,780           | 46,143           |
| Income tax expense                                |                                    |               | (7,829)                                    | (2,591)          | (10,420)         |
| Net income  |                                    |               | <u>\$ 1,534</u>                            | <u>\$ 34,189</u> | <u>\$ 35,723</u> |

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**For the Year Ended December 31, 2016:**

|  | Portal<br>advertising | Others    | Portal<br>advertising & Others | Weibo      | Elimination* | Total        |
|--|-----------------------|-----------|--------------------------------|------------|--------------|--------------|
| (In thousands, except percentages)           |                       |           |                                |            |              |              |
| Net revenues                                 | \$ 304,090            | \$ 74,931 | \$ 379,021                     | \$ 655,800 | \$ (3,885)   | \$ 1,030,936 |
| - Advertising                                | 304,090               | —         | 304,090                        | 570,982    | (3,885)      | 871,187      |
| - Non-advertising                            | —                     | 74,931    | 74,931                         | 84,818     | —            | 159,749      |
| Costs of revenues                            | 136,196               | 47,555    | 183,751                        | 171,231    | (286)        | 354,696      |
| Gross margin                                 | 55%                   | 37%       | 52%                            | 74%        |              | 66%          |
| Operating expenses:                          |                       |           |                                |            |              |              |
| Sales and marketing                          |                       |           | \$ 102,384                     | \$ 148,283 | (3,599)      | \$ 247,068   |
| Product development                          |                       |           | 62,140                         | 154,088    | —            | 216,228      |
| General and administrative                   |                       |           | 58,256                         | 41,218     | —            | 99,474       |
| Goodwill and acquired intangibles impairment |                       |           | 40,194                         | —          | —            | 40,194       |
| Total operating expenses                     |                       |           | \$ 262,974                     | \$ 343,589 | \$ (3,599)   | \$ 602,964   |
| Income (loss) from operations                |                       |           | (67,704)                       | 140,980    | —            | 73,276       |
| Interest and other income, net               |                       |           | 17,456                         | 8,757      |              | 26,213       |
| Change in fair value of option liability     |                       |           | (28,456)                       | —          |              | (28,456)     |
| Loss from equity method investments, net     |                       |           | (11,636)                       | (130)      |              | (11,766)     |
| Realized gain on long-term investments       |                       |           | 289,159                        | 534        |              | 289,693      |
| Investment related impairment                |                       |           | (4,272)                        | (40,161)   |              | (44,433)     |
| Income before income tax expense             |                       |           | 194,547                        | 109,980    |              | 304,527      |
| Income tax expense                           |                       |           | (22,903)                       | (4,316)    |              | (27,219)     |
| Net income                                   |                       |           | \$ 171,644                     | \$ 105,664 |              | \$ 277,308   |

**For the Year Ended December 31, 2017:**

|   | Portal<br>advertising | Others     | Portal<br>advertising & Others | Weibo        | Elimination* | Total        |
|---|-----------------------|------------|--------------------------------|--------------|--------------|--------------|
| (In thousands, except percentages)                |                       |            |                                |              |              |              |
| Net revenues                                      | \$ 320,473            | \$ 122,535 | \$ 443,008                     | \$ 1,150,054 | \$ (9,178)   | \$ 1,583,884 |
| - Advertising                                     | 320,473               | —          | 320,473                        | 996,745      | (5,352)      | 1,311,866    |
| - Non-advertising                                 | —                     | 122,535    | 122,535                        | 153,309      | (3,826)      | 272,018      |
| Costs of revenues                                 | 121,278               | 65,733     | 187,011                        | 231,255      | (4,129)      | 414,137      |
| Gross margin                                      | 62%                   | 46%        | 58%                            | 80%          |              | 74%          |
| Operating expenses:                               |                       |            |                                |              |              |              |
| Sales and marketing                               |                       |            | \$ 138,368                     | \$ 275,537   | (5,049)      | \$ 408,856   |
| Product development                               |                       |            | 73,999                         | 193,393      | —            | 267,392      |
| General and administrative                        |                       |            | 62,608                         | 42,315       | —            | 104,923      |
| Total operating expenses                          |                       |            | \$ 274,975                     | \$ 511,245   | \$ (5,049)   | \$ 781,171   |
| Income (loss) from operations                     |                       |            | (18,978)                       | 407,554      | —            | 388,576      |
| Interest and other income, net                    |                       |            | 29,436                         | 13,260       |              | 42,696       |
| Income (loss) from equity method investments, net |                       |            | (17,100)                       | 1,030        |              | (16,070)     |
| Realized gain on long-term investments            |                       |            | 131,993                        | 14           |              | 132,007      |
| Investment related impairment                     |                       |            | (118,223)                      | (4,747)      |              | (122,970)    |
| Income before income tax expense                  |                       |            | 7,128                          | 417,111      |              | 424,239      |
| Income tax expense                                |                       |            | (7,930)                        | (66,746)     |              | (74,676)     |
| Net income (loss)                                 |                       |            | \$ (802)                       | \$ 350,365   |              | \$ 349,563   |

\* Weibo has provided advertising service to portal advertising business since 2016 and started to provide channel service to other business since 2017. The related revenue, cost of revenue and expenses were eliminated at the consolidation level.

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The following is a summary of the Company's geographic operations:

|  | <u>PRC</u>     | <u>International</u> | <u>Total</u> |
|--|----------------|----------------------|--------------|
|  | (In thousands) |                      |              |
| <b>Year ended and as of December 31, 2015:</b> |                |                      |              |
| Net revenues                                   | \$ 864,075     | \$ 16,594            | \$ 880,669   |
| Long-lived assets                              | \$ 56,327      | \$ 260               | \$ 56,587    |
| <b>Year ended and as of December 31, 2016:</b> |                |                      |              |
| Net revenues                                   | \$ 1,016,210   | \$ 14,726            | \$ 1,030,936 |
| Long-lived assets                              | \$ 243,288     | \$ 234               | \$ 243,522   |
| <b>Year ended and as of December 31, 2017:</b> |                |                      |              |
| Net revenues                                   | \$ 1,571,035   | \$ 12,849            | \$ 1,583,884 |
| Long-lived assets                              | \$ 285,208     | \$ 279               | \$ 285,487   |

Revenues are attributed to the countries in which the invoices are issued.

**17. Financial Instruments**

*Fair Value*

The following table sets forth the major financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2016 and 2017:

|                                  | Fair Value Measurements<br>(In thousands) |  |   |   |
|----------------------------------|---|--|---|---|
|                                  | Total                                     | Quoted Prices in<br>Active Market<br>for Identical Assets<br>(Level 1) | Significant Other<br>Observable Inputs<br>(Level 2) | Significant<br>Unobservable Inputs<br>(Level 3) |
| <b>As of December 31, 2016</b>   |   |  |   |   |
| Money market funds*              | \$ 91,172                                 | \$ 91,172  | \$ —  | \$ —  |
| Bank time deposits**             | 471,346                                   | —  | 471,346   | —   |
| Available-for-sale securities*** | 154,289                                   | 154,289  | —   | —   |
| Total                            | <u>\$ 716,807</u>                         | <u>\$ 245,461</u>  | <u>\$ 471,346</u>                                   | <u>\$ —</u>                                     |
| <b>As of December 31, 2017</b>   |   |  |   |   |
| Money market funds*              | \$ 198,659                                | \$ 198,659   | \$ —  | \$ —  |
| Bank time deposits**             | 1,406,957                                 | —  | 1,406,957   | —   |
| Available-for-sale securities*** | 107,372                                   | 107,372  | —   | —   |
| Total                            | <u>\$ 1,712,988</u>                       | <u>\$ 306,031</u>  | <u>\$ 1,406,957</u>                                 | <u>\$ —</u>                                     |

\* Included in cash and cash equivalents on the Company's consolidated balance sheets.

\*\* Included in cash and cash equivalents and short-term investments on the Company's consolidated balance sheets.

\*\*\* Included in long-term investments on the Company's consolidated balance sheets.

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**Recurring**

The Company measures money market funds, bank time deposits and available-for-sale securities on a recurring basis.

The fair values of the Company's money market funds and available-for-sale securities are determined based on the quoted market price (Level 1). The fair value of the Company's bank time deposits are determined based on the quoted market price for similar products (Level 2).

The Company reviews its available-for-sale investments regularly to determine if an investment is other-than-temporarily impaired due to changes in quoted market price or other impairment indicators. In 2015, 2016 and 2017, the Company recognized an impairment charge of nil, \$4.8 million and \$1.3 million on its available-for-sale investments.

**Non-recurring**

The Company measures certain financial assets, including the investments under cost method and equity method at fair value on a non-recurring basis only if an impairment charge were to be recognized. The fair values of the Company's privately held investments as disclosed are determined based on the discounted cash flow model using the discount curve of market interest rates. The fair values of the Company's equity investments in the equity securities of publicly listed companies are measured using quoted market prices.

As of December 31, 2016 and 2017, certain investments under cost method and equity method were measured using significant unobservable inputs (Level 3) and written down from their respective carrying values to fair values of nil, considering the stage of development, the business plan, the financial condition, the sufficiency of funding and the operating performance of the investee companies and strategic collaboration with and the prospects of the investee companies, with impairment charges incurred and recorded in earnings for the years then ended. The impairment charges related to these investments were \$6.6 million, \$29.0 million and \$6.5 million under cost method and nil, \$2.5 million and \$114.3 million under equity method for the years ended December 31, 2015, 2016 and 2017, respectively (Note 4). The fair value of the privately held investments is valued based on the discounted cash flow model with unobservable inputs including the discount curve of market interest rates, which ranges from 19% to 33%.

The Company's non-financial assets, such as intangible assets, goodwill and fixed assets, would be measured at fair value only if they were determined to be impaired.

The Company reviews the long-lived assets and certain identifiable intangible assets other than goodwill for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. In 2016, the Company provided \$3.5 million of impairment on the acquired intangible assets based on management's assessment. In accordance with the Company policy to perform an impairment assessment of its goodwill on an annual basis as of the balance sheet date or when facts and circumstances warrant a review, the Company performed an impairment assessment on its goodwill of reporting units annually. In 2016, based on the assessment of declined revenue and near-term outlook, considering a number of factors, which include, but are not limited to, expected future cash flows, growth rates, discount rates, and comparable multiples from publicly traded companies in the industry, the Company performed an assessment of portal business respectively with the assistance of an independent valuation firm and recognized goodwill impairment of \$36.7 million. The fair value of portal business was determined using Level 3 inputs. The Company concluded that no write-down of goodwill was warranted for year ended December 31, 2015 and 2017.

**Concentration of Risk**

Financial instruments that potentially subject the Company to concentration of credit risk consist primarily of cash and cash equivalents, short-term investments and accounts receivable. In addition, with the majority of its operations in China, the Company is subject to RMB currency risk and offshore remittance risk, both of which have been difficult to hedge and the Company has not done so. The Company limits its exposure to credit loss by depositing its cash and cash equivalents with financial institutions in the U.S., the PRC, Hong Kong, Singapore and Taiwan, which are among the largest and most respected with high ratings from internationally-recognized rating agencies, that management believes are of high credit quality. The Company periodically reviews these institutions' reputations, track records and reported reserves.

As of December 31, 2016 and 2017, the Company had \$1,532.2 million and \$2,974.7 million in cash and bank deposits, such as time deposits (with terms generally up to twelve months), with large domestic banks in China, respectively. Historically, deposits in Chinese banks were secure due to the state policy on protecting depositors' interests. However, China promulgated a new Bankruptcy Law that came into effect on June 1, 2007, which contains a separate article expressly stating that the State Council may promulgate implementation measures for the bankruptcy of Chinese banks based on the Bankruptcy Law. Under the new Bankruptcy Law, a Chinese bank may go bankrupt. In addition, since China's concession to WTO, foreign banks have been gradually permitted to operate in China and have become significant competitors to Chinese banks in many aspects, especially since the opening of RMB business to foreign banks in late 2006. Therefore, the risk of bankruptcy on Chinese banks in which the Company holds cash and bank deposits has increased. In the event that a Chinese bank that holds the Company's deposits goes bankrupt, the Company is unlikely to claim its deposits back in full, since it is unlikely to be classified as a secured creditor to the bank under the PRC laws.

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Accounts receivable consist primarily of advertising agencies, direct advertising customers and mobile operators. As of December 31, 2016 and 2017, substantially all accounts receivable have been derived from the Company's China operations.

Only one customer accounted for more than 10% of the Company's total net revenues in 2015. No customer accounted for more than 10% of the Company's total net revenues in 2016 and 2017. Only two customers accounted for more than 10% of the Company's net accounts receivable as of December 31, 2016 and 2017 as follows:

|                 | <u>As of December 31,</u><br><u>2016</u> | <u>As of December 31,</u><br><u>2017</u> |
|-----------------|--|--|
| <b>Customer</b> |  |  |
| Customer A      | 12%                                      | 15%                                      |
| Customer B      | 19%                                      | 15%                                      |

The majority of the Company's net operating income was derived from China. The operations in China are carried out by the subsidiaries and VIEs. The Company depends on dividend payments from its subsidiaries in China after these subsidiaries receive payments from VIEs in China under various services and other arrangements. In addition, under Chinese law, its subsidiaries are only allowed to pay dividends to the Company out of their accumulated profits, if any, as determined in accordance with Chinese accounting standards and regulations. Moreover, these Chinese subsidiaries are required to set aside at least 10% of their respective accumulated profits, if any, up to 50% of their registered capital to fund certain mandated reserve funds that are not payable or distributable as cash dividends. The appropriation to mandated reserve funds are assessed annually.

In 2015, 2016 and 2017, the majority of the Company's revenues derived and expenses incurred were in RMB. As of December 31, 2016 and 2017, the Company's cash, cash equivalents and short-term investments balance denominated in RMB was \$698.5 million and \$1,164.9 million, accounting for 38.9% and 34.5% of the Company's total cash, cash equivalents and short-term investments balance, respectively. As of December 31, 2016 and 2017, the Company's accounts receivable balance denominated in RMB was \$209.2 million and \$284.5 million, which accounted for almost all of its net accounts receivable balance, respectively. As of December 31, 2016 and 2017, the Company's current liabilities balance denominated in RMB was \$905.5 million and \$1,074.6 million, which accounted for 93% and 84% of its total current liabilities balance, respectively. The decrease in proportion of total current liabilities as of December 31, 2017 was resulted from the reclassification of \$153.1 million of convertible debt into current liabilities, which was denominated in US\$. Accordingly, the Company may experience economic losses and negative impacts on earnings and equity as a result of exchange rate fluctuations of RMB. Moreover, the Chinese government imposes controls on the convertibility of RMB into foreign currencies and, in certain cases, the remittance of currency out of the PRC. The Company may experience difficulties in completing the administrative procedures necessary to obtain and remit foreign currency.

The Company performed a test on the restricted net assets of consolidated subsidiaries and VIEs (the "Restricted Net Assets") in accordance with Securities and Exchange Commission Regulation S-X Rule 4-08 (e) (3), "General Notes to Financial Statements" and concluded that the restricted net assets did not exceed 25% of the consolidated net assets of the Company as of December 31, 2017 (Note 14).

**18. Convertible Debt and Treasury Stock**

|  | <u>As of December 31,<br/>2016</u> | <u>As of December 31,<br/>2017</u> |
|--|------------------------------------|------------------------------------|
| <b>Convertible Debt</b>                                      |                                    |                                    |
| <i>Current Liabilities</i>                                   |                                    |                                    |
| 2018 1% Convertible Senior Notes (the “2018 Notes”)          | —                                  | 153,092                            |
| <i>Long-term liabilities</i>                                 |                                    |                                    |
| 2018 Notes   | 153,092                            | —                                  |
| 2022 1.25% Weibo Convertible Senior Notes (the “2022 Notes”) | —                                  | 900,000                            |
| Subtotal   | 153,092                            | 900,000                            |
| Less: Issuance costs   | —                                  | (20,017)                           |
| Total  | <u>153,092</u>                     | <u>879,983</u>                     |

**Description of 2018 Convertible Senior Notes**

In November 2013, the Company issued \$800 million in aggregate principal amount of 1.00% coupon interest convertible senior notes due on December 1, 2018 (the “2018 Notes”) at par. The Notes may be converted into ordinary shares of the Company proceeding December 1, 2018 in \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof, at the option of the holder, which is equivalent to an initial conversion price of approximately \$123.70 per ordinary share, subject to adjustment. The conversion rate may be adjusted under certain circumstances, such as distribution of dividends and stock splits. In addition, upon a make-whole fundamental change, the Company will, under certain circumstances, increase the applicable conversion rate for a holder that elects to convert its notes in connection with such make-whole fundamental change. The Company believes that the likelihood of occurrence of events considered a fundamental change is remote. On October 14, 2016 and July 10, 2017, the Company made in-kind distributions of ordinary shares of Weibo, which triggered the conversion price to adjust to \$107.37 per ordinary share. As of December 1, 2018, unless earlier converted, the Company is required to redeem the notes.

The net proceeds to the Company from the issuance of the 2018 Notes were \$783.2 million, net of issuance cost of \$16.8 million. Concurrently, the Company repurchased its shares of \$100.0 million from the open market. The Company pays cash interest at an annual rate of 1.00% on the 2018 Notes, payable semiannually in arrears in cash on June 1 and December 1 of each year, beginning June 1, 2014. The issuance costs of the 2018 Notes are being amortized to interest expense to the earliest redemption date of the 2018 Notes (“December 1, 2016”).

Concurrently with the issuance of the Notes, the Company offered a put option (the “Put Option”) to the holders of the Notes, which enable the holders to have the right to require the Company to repurchase for cash all or part of the Notes at a price equal to 100% of the principal amount of the Notes plus accrued and unpaid interest to the repurchase date (“December 1, 2016”). If a fundamental change (as defined in the Indenture) occurs prior to the maturity date, the 2018 Notes holders may require the Company to purchase for cash all or any portion of the Notes at a purchase price equal to 100% of the principal amount of the Notes to be purchased plus accrued and unpaid interest, if any, to, but excluding, the fundamental change purchase date.

On December 1, 2016, the Company repurchased \$646.9 million principal amount of convertible debt upon the exercise of the put option by the holders of 2018 Notes and the remaining notes were recognized in current convertible debt as of December 31, 2017, which has a maturity date of December 1, 2018.

In accordance with ASC 815-10-15, the Put Option related to the 2018 Notes is considered clearly and closely related to its debt host and does not meet the requirement for bifurcation as the 2018 Notes holders can only recover its initial investment upon exercise of its option, there are no interest rate scenarios under which the embedded derivative would at least double the investor’s initial rate of return. Therefore, the offering of the 2018 Notes and the embedded put option should be accounted for as bundle transactions in accordance with the accounting rule.

**Description of 2022 Weibo Convertible Senior Notes**

In October 2017, Weibo, a subsidiary of the Company, issued \$900 million in aggregate principal amount of 1.25% coupon interest convertible senior notes due 2022 (the “2022 Notes”) at par. The Notes may be converted into ADSs of Weibo proceeding November 15, 2022 in \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof, at the option of the holder, which is equivalent to an initial conversion price of approximately \$133.27 per ADS, subject to adjustment. The conversion rate may be adjusted under certain circumstances, such as distribution of dividends and stock splits. In addition, upon a make-whole fundamental change, Weibo will, under certain circumstances, increase the applicable conversion rate for a holder that elects to convert its notes in connection with such make-whole fundamental change. As of November 15, 2022, unless earlier converted, Weibo is required to redeem the notes.

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The net proceeds to the Company from the issuance of the 2022 Notes were \$879.3 million, net of issuance cost of \$20.7 million. The Company pays cash interest at an annual rate of 1.25% on the 2022 Notes, payable semiannually in arrears in cash on May 15 and November 15 of each year, beginning May 15, 2018. The issuance costs of the 2022 Notes are being amortized to interest expense over the contractual period to the maturity date of the 2022 Notes (“November 15, 2022”).

### ***Accounting assessment***

The Company assessed 2018 Notes, 2022 Notes (collectively as “Notes”) in accordance with ASC 470 and concluded that:

- The bifurcation of the conversion feature from the debt host, the Notes, is not required as the scope exception prescribed in ASC 815-10-15 is met as the conversion option is considered indexed to the entity’s own stock and classified in stockholders’ equity;
- There is no beneficial conversion feature noted at the issuance date as the conversion price of the Notes is greater than the stock price of the offering company at the date of issuance.

Therefore, the Company has accounted for the respective Notes in accordance with ASC 470, as a single instruments as a long-term debt. The issuance cost were recorded as reduction to convertible debts and are amortized as interest expenses over the period from the issuance date to the earliest conversion date. The values of the Notes are measured by the cash received.

### ***Treasury Stock***

In 2003, the Company’s board of directors approved to use up to \$100 million of net proceeds to repurchase the Company’s outstanding ordinary shares concurrently through legally permissible means (the “2013 Program”). As of December 31, 2016, approximately 1.2 million shares were accumulatively repurchased under the 2013 Program in the amount of \$100.0 million.

In 2014, the board of directors of the Company has approved a share repurchase program whereby SINA was authorized to repurchase its own ordinary shares with an aggregate value of up to \$500 million (the “2014 Program”). The Company expects to fund the repurchase out of its existing cash balance. As of May 31, 2015, the expiration date of the program, the Company has repurchased approximately 8.1 million shares for approximately \$311 million in cash under the 2014 Program.

In February 2016, the board of directors of the Company has approved a new share repurchase plan whereby the Company is authorized to repurchase its own ordinary shares with an aggregate value of up to \$500 million for a period through the end of June 2017 (the “2016 Program”). In 2017, the 2016 Program was extended to be effective until June 30, 2018. As of December 31, 2017, approximately 0.8 million shares were repurchased for approximately \$73.7 million in cash under the 2016 Program.

All the ordinary shares repurchased above are no longer outstanding and pending for cancellation and are included as treasury stock.

**19. Commitments and Contingencies**

Operating lease commitments include the commitments under the lease agreements for the Company's office premises. The Company leases its office facilities under non-cancelable operating leases with various expiration dates through 2022. For the years ended December 31, 2015, 2016, and 2017, rental expense was \$28.3 million, \$24.5 million and \$13.7 million, respectively. Based on the current rental lease agreements, future minimum rental payments required as of December 31, 2017 were as follows:

|                             | <u>Total</u> | <u>Less than One<br/>Year</u> | <u>One to<br/>Three Years</u><br>(In thousands) | <u>Three to<br/>Five Years</u> | <u>More than<br/>Five Years</u> |
|-----------------------------|--------------|-------------------------------|---|--------------------------------|---------------------------------|
| Operating lease commitments | \$ 46,052    | \$ 14,655                     | \$ 22,079                                       | \$ 9,318                       | \$ —                            |

Purchase commitments mainly include minimum commitments for Internet connection, content and services related to website operation, and marketing activities. Capital commitment was primarily related to commitments on construction of office building. The Company entered into an agreement to construct a new office building in Zhongguancun Software Park, Haidian District, Beijing, which was already completed in July 2016. As of December 31, 2017, \$4.7 million of the remaining payable related to the construction was already included in accounts payable of the balance sheet, which is expected to be paid in 2018.

Purchase commitments as of December 31, 2017 were as follows:

|                      | <u>Total</u> | <u>Less than One<br/>Year</u> | <u>One to<br/>Three Years</u><br>(In thousands) | <u>Three to<br/>Five Years</u> | <u>More than<br/>Five Years</u> |
|----------------------|--------------|-------------------------------|---|--------------------------------|---------------------------------|
| Purchase commitments | \$ 497,797   | \$ 463,947                    | \$ 33,678                                       | \$ 172                         | \$ —                            |
| Capital commitments  | \$ 12,237    | \$ 12,128                     | \$ 109  | \$ —                           | \$ —                            |

Other commitment represents future maximum commitment relating to the principal amount and interests in connection with a) the issuance of \$153 million in aggregate principle amount of 1.00% coupon interest convertible senior notes, which will mature on December 1, 2018; b) the issuance of \$900 million in aggregate principle amount of 1.25% coupon interest convertible senior notes by Weibo, which will due in 2022 c) the principal amount and interests of short-term bank loans d) commitment on equity investment. Other commitments as of December 31, 2017 were as follows:

|                         | <u>Total</u> | <u>Less than One<br/>Year</u> | <u>One to<br/>Three Years</u><br>(In thousands) | <u>Three to<br/>Five Years</u> | <u>More than<br/>Five Years</u> |
|-------------------------|--------------|-------------------------------|---|--------------------------------|---------------------------------|
| 2018 Notes              | \$ 154,623   | \$ 154,623                    | \$ —  | \$ —                           | \$ —                            |
| 2022 Notes              | 956,750      | 13,219                        | 22,500  | 921,031                        | —                               |
| Short-term bank loans   | 91,079       | 91,079                        | —   | —                              | —                               |
| Equity investments      | 63,404       | 63,404                        | —   | —                              | —                               |
| Total other commitments | \$ 1,265,856 | \$ 322,325                    | \$ 22,500                                       | \$ 921,031                     | \$ —                            |

There are uncertainties regarding the legal basis of the Company's ability to operate an Internet business and telecommunication value-added services in China as of December 31, 2017. Although China has implemented a wide range of market-oriented economic reforms, the telecommunication, information and media industries remain highly regulated. Not only are such restrictions currently in place, but in addition regulations are unclear as to in which specific segments of these industries companies with foreign investors, including the Company, may operate. Therefore, the Company might be required to limit the scope of its operations in China, and this could have a material adverse effect on its financial position, results of operations and cash flows.

In June and August 2017, Weibo and certain of its current and former directors and officers were named as defendants in two putative securities class actions filed in the United States District Court for the District of New Jersey, respectively. The actions purportedly brought on behalf of a class of persons who allegedly suffered damages as a result of their trading in Weibo's ADSs between April 27 and June 22, 2017 or between April 28, 2016 and June 19, 2017, allege that Weibo's public filings contained material misstatements and omissions in violation of the U.S. federal securities laws. On August 28, 2017, two sets of purported shareholders filed motions to consolidate the cases and appoint themselves as lead plaintiffs of the purported plaintiff class and appoint their designated counsel as lead counsel. On September 28, 2017, the court entered an order appointing a lead plaintiff and consolidating the two cases. On November 27, 2017, the lead plaintiff filed a consolidated class action complaint. On January 26, 2018, Weibo and one individual defendant filed a motion to dismiss the amended complaint, which motion is currently pending before the court. The action remains in its preliminary stages. As of this stage, the Company is unable to estimate the possible outcome or loss or possible range of loss, if any, associated with the resolution of these lawsuits. As of December 31, 2017, no losses with respect to this contingency were accrued.

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As of December 31, 2017, there are no other claims, lawsuits, investigations and proceedings, including unasserted claims that are probable to be assessed, that have in the recent past had, or to the Company's knowledge, are reasonably possible to have, a material effect on the Company's financial position, results of operations or cash flows.

**20. Subsequent Events**

The Company has performed an evaluation of subsequent events through the date of this report, which is the date the financial statements were issued, with no material events or transactions needing recognition or disclosure found.

**WEIBO CORPORATION**

as Issuer

AND

**Deutsche Bank Trust Company Americas**

as Trustee

**INDENTURE**

Dated as of October 30, 2017

1.25% Convertible Senior Notes due 2022

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EXHIBITS

Exhibit A Form of Note A-1

Exhibit B Form of Authorization Certificate B-1

INDENTURE dated as of October 30, 2017 between Weibo Corporation, a Cayman Islands company, as issuer (hereinafter sometimes called the “**Company**,” as more fully set forth in Section 1.01) and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee (the “**Trustee**”).

**WITNESSETH:**

WHEREAS, for its lawful corporate purposes, the Company has duly authorized the issuance of its 1.25% Convertible Senior Notes due 2022 (hereinafter sometimes called the “Notes”), in an aggregate principal amount not to exceed \$900,000,000, and in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Form of Note, the certificate of authentication to be borne by each Note, the Form of Notice of Conversion, the Form of Fundamental Change Repurchase Notice, the Form of Assignment and Transfer and the Form of Notice of Tax Redemption Election to be borne by the Notes are to be substantially in the forms hereinafter provided for; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee or a duly authorized authenticating agent, as in this Indenture provided, the valid, binding and legal obligations of the Company, and to constitute these presents a valid agreement according to its terms, have been done and performed, and the execution of this Indenture and the issue hereunder of the Notes have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Notes are, and are to be, authenticated, issued and delivered, and in consideration of the premises and of the purchase and acceptance of the Notes by the Holders thereof, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective Holders from time to time of the Notes (except as otherwise provided below), as follows:

**ARTICLE 1  
DEFINITIONS**

Section 1.01 *Definitions.* The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. All other terms used in this Indenture that are defined in the Trust Indenture Act or that are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in said Trust Indenture Act and in said Securities Act as in force at the date of the execution of this Indenture. The words “herein,” “hereof,” “hereunder,” and words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this Article include the plural as well as the singular.

“**Additional Amounts**” shall have the meaning assigned in Section 5.10.

“**Additional Interest**” means all amounts, if any, payable pursuant to Section 5.06 and Section 7.01.

“**ADS**” means an American Depositary Share, issued pursuant to the Deposit Agreement, representing one Class A Ordinary Shares of the Company as of the date of this Indenture, and deposited with the ADS Custodian.

“**ADS Custodian**” means J.P. Morgan Chase Bank N.A. Hong Kong at 48/F, One Island East 18 Westlands Road Quarry Bay, Hong Kong, with respect to the ADSs delivered pursuant to the Deposit Agreement, or any successor entity thereto.

“**ADS Depository**” means JPMorgan Chase Bank, N.A., as depository for the ADSs.

“**ADS Price**” means (a) in the case of a Make-Whole Fundamental Change in which holders of ADSs receive only cash consideration for their ADSs (in a single per-ADS amount, other than with respect to appraisal and similar rights) in connection with such Make-Whole Fundamental Change, the amount of cash paid per ADS in such Make-Whole Fundamental Change, and (b) in the case of all other Make-Whole Fundamental Changes, the average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the applicable Make-Whole Reference Date. The Board of Directors will make appropriate adjustments, in its good faith determination, to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Date of the event occurs, during such ten consecutive Trading Day period.

“**Affiliate**” or “**affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Bankruptcy Law**” means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

“**Board of Directors**” means the board of directors of the Company or a committee of such board duly authorized to act for it hereunder.

“**Board Resolution**” means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

“**Business Day**” means, with respect to any Note, any day other than a Saturday, a Sunday or a day that is on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

“**Capital Stock**” means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity.

“**Certificated Notes**” means permanent certificated Notes in registered form issued in minimum denominations of \$1,000 principal amount and multiples thereof.

“**Change in Tax Law**” shall have the meaning specified in Section 14.01(a).

“**Class A Ordinary Shares**” means, subject to Section 15.06, class A ordinary shares of the Company, par value \$0.00025 per share, at the date of this Indenture or shares of any class or classes resulting from any reclassification or reclassifications thereof and that have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company and that are not subject to redemption by the Company or, in the event of a merger, consolidation or other similar transaction involving the Company that is otherwise permitted hereunder in which the Company is not the surviving corporation, the common stock, common equity interests, ordinary shares or depository shares or other certificates representing common equity interests of such surviving corporation or its direct or indirect parent corporation; provided that if at any time there shall be more than one such resulting class, the shares of each such class then so issuable shall be substantially in the proportion that the total number of shares of such class resulting from all such reclassifications bears to the total number of shares of all such classes resulting from all such reclassifications.

“**close of business**” means 5:00 p.m. (New York City time).

“**Closing Date**” means the date on which the Notes are originally issued under this Indenture.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended.

“**Company**” means Weibo Corporation, a Cayman Islands company, and subject to the provisions of Article 12, shall include its successors and assigns.

“**Company Order**” means a written request or order signed in the name of the Company by two Officers of the Company.

“**Conversion Agent**” shall have the meaning specified in Section 5.02.

“**Conversion Date**” shall have the meaning specified in Section 15.02(c).

“**Conversion Obligation**” shall have the meaning specified in Section 15.01(a).

“**Conversion Price**” means as of any time, \$1,000, divided by the Conversion Rate as of such time.

“**Conversion Rate**” shall have the meaning specified in Section 15.01(a).

“**Corporate Trust Office**” means the principal office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 60 Wall Street, 16<sup>th</sup> Floor, MS NYC60-1630, New York, NY 10005, Attention: Corporates Team — Weibo Corporation, Fax: 732-578-4635; With a copy to: Deutsche Bank National Trust Company, 100 Plaza One — 8th Floor, MS JCY03-0801, Jersey City, NJ 07311-3901, Attn: Corporates Team — Weibo Corporation, Fax: 732-578-4635 or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

“**Custodian**” means Deutsche Bank Trust Company Americas, as custodian for the Depository, with respect to the Global Notes, or any successor entity thereto.

“**Default**” means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

“**Defaulted Amounts**” means any amounts on any Note (including, without limitation, the Repurchase Price, the Tax Redemption Price, the Fundamental Change Repurchase Price, principal and interest) that are payable but are not punctually paid or duly provided for.

“**Defaulted Interest**” shall have the meaning specified in Section 3.02.

“**Deposit Agreement**” means the deposit agreement dated as of April 16, 2014, by and among the Company, the ADS Depository and the owners and beneficial owners of the ADSs delivered thereunder or, if amended or supplemented as provided therein, as so amended or supplemented.

“**Depository**” means, with respect to each Global Note, the Person specified in Section 2.05(c) as the Depository with respect to such Notes, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Indenture, and thereafter, “**Depository**” shall mean or include such successor.

“**Distributed Property**” shall have the meaning specified in Section 15.04(c).

“**Event of Default**” shall have the meaning specified in Section 7.01(a).

“**Ex-Date**” means, with respect to any issuance, dividend or distribution pursuant to which the holders of Ordinary Shares (or other security) have the right to receive any cash, securities or other property, the first date on which the Ordinary Shares (or other security) trade on the relevant exchange or in the relevant market, regular way, without the right to receive the issuance, dividend or distribution in question.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Excluded Holders**” shall have the meaning specified in Section 14.03(b).

“**Expiration Date**” shall have the meaning specified in Section 15.04(e).

“**Expiring Rights**” means any rights, options or warrants to purchase Ordinary Shares or ADSs that expire on or prior to the Maturity Date.

“**FATCA**” shall mean sections 1471 through 1474 of the Code.

“**Fiscal Year**” means a fiscal year of the Company.

“**Form of Assignment and Transfer**” shall mean the “Form of Assignment and Transfer” attached as Attachment 3 to the Form of Note attached hereto as Exhibit A.

“**Form of Fundamental Change Repurchase Notice**” shall mean the “Form of Fundamental Change Repurchase Notice” attached as Attachment 2 to the Form of Note attached hereto as Exhibit A.

“**Form of Notice of Conversion**” shall mean the “Form of Notice of Conversion” attached as Attachment 1 to the Form of Note attached hereto as Exhibit A.

“**Fundamental Change**” means the occurrence of any of the following events:

(a) (1) a “person” or “group” within the meaning of Section 13(d) of the Exchange Act other than SINA Corporation, the Company, the Company’s Subsidiaries or the Company’s or such Subsidiaries’ employee benefit plans files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Ordinary Shares (including Class A ordinary shares held in the form of ADSs) representing more than 50% of the voting power of all outstanding classes of the Company’s common equity entitled to vote generally in the election of the Company’s directors or (2) SINA Corporation (or its successors), the Company, the Company’s Subsidiaries or the Company’s or such Subsidiaries’ employee benefit plans become the direct or indirect beneficial owners of common equity representing more than 60%, in the aggregate, of the number of our outstanding Ordinary Shares;

(b) (i) the Company merges or consolidates with or into any other Person, another Person merges with or into the Company, or the Company conveys, sells, transfers or leases all or substantially all of its assets to another Person or (ii) the Company engages in any recapitalization, reclassification, binding share exchange or other transaction in which all or substantially all of the Ordinary Shares (including Class A Ordinary Shares held in the form of ADSs) are exchanged for or converted into cash, securities or other property; provided that (x) any merger or consolidation pursuant to subsection (i) above that does not result in a reclassification, conversion, exchange or cancellation of the outstanding Ordinary Shares (including Class A Ordinary Shares held in the form of ADSs) and pursuant to which the holders of the Ordinary Shares (including Class A Ordinary Shares held in the form of ADSs) immediately prior to the transaction are entitled to exercise, directly or indirectly, 50% or more of the total voting power of all shares of Capital Stock entitled to vote generally in the election of directors of the continuing or surviving corporation immediately after such transaction in substantially the same proportions as their respective ownership of voting securities of the Company immediately prior to the transaction shall not be a Fundamental Change; (y) any transaction pursuant to subsection (ii) above in which the holders of all classes of Ordinary Share

capital immediately prior to the transaction are entitled to exercise, directly or indirectly, 50% or more of the total voting power of all shares of capital stock entitled to vote generally in the election of directors of the continuing or surviving corporation immediately after such transaction in substantially the same proportions as their respective ownership of our voting securities immediately prior to the transaction shall not be a Fundamental Change; and (z) any merger or consolidation pursuant to subsection (i) above or any transaction pursuant to subsection (ii) above, in either case, which is effected solely to change the Company's jurisdiction of incorporation and results in a reclassification, conversion or exchange of the outstanding Ordinary Shares (including Class A Ordinary Shares held in the form of ADSs) solely into common stock of the surviving entity or a direct or indirect parent of the surviving entity (provided that such parent owns, directly or indirectly, 100% of the equity of the surviving entity) shall not be a Fundamental Change;

(c) the Company is liquidated or dissolved or holders of the Ordinary Shares (including Class A Ordinary Shares held in the form of ADSs) approve any plan or proposal for the liquidation or dissolution of the Company;

(d) if the Ordinary Shares, or depositary receipts or shares of, or certificates representing, any common stock or equity interest into which the Notes are convertible pursuant to the terms of this Indenture, are not listed for trading on any of the New York Stock Exchange, The NASDAQ Global Market or The NASDAQ Global Select Market (or any of their respective successors); or

(e) any change in or amendment to the laws, regulations and rules of the PRC or the official interpretation or official application thereof (a "**change in law**") that results in (x) the Company, its subsidiaries and its consolidated affiliated entities (collectively, the "**company group**") (as in existence immediately subsequent to such change in law), as a whole, being legally prohibited from operating substantially all of the business operations conducted by the company group (as in existence immediately prior to such change in law) as of the last date of the period described in the Company's consolidated financial statements for the most recent fiscal quarter and (y) the Company being unable to continue to derive substantially all of the economic benefits from the business operations conducted by the company group (as in existence immediately prior to such change in law) in the same manner as reflected in the Company's consolidated financial statements for the most recent fiscal quarter.

*provided, however*, that notwithstanding the foregoing, a Fundamental Change pursuant to clause (a) or clause (b) shall not be deemed to occur, in each case, if at least 90% of the consideration received for the ADSs (excluding cash payments for fractional ADSs and cash payments made pursuant to dissenters' appraisal rights and cash dividends) in connection with such event consists of ordinary shares, depositary receipts or other certificates representing common equity interests traded on any of the New York Stock Exchange, The NASDAQ Global Market or The NASDAQ Global Select Market (or any of their respective successors) (or that will be so traded immediately following the completion of the merger or consolidation or such other transaction) and, as a result of such transaction, the notes become convertible into the Reference Property as described under Section 15.06(c).

“**Fundamental Change Repurchase Date**” shall have the meaning specified in Section 16.02(a).

“**Fundamental Change Repurchase Notice**” shall have the meaning specified in Section 16.02(a)(i).

“**Fundamental Change Repurchase Right Notice**” shall have the meaning specified in Section 16.02(b).

“**Fundamental Change Repurchase Price**” shall have the meaning specified in Section 16.02(a).

“**Global Note**” means a permanent Global Note that is in the form of the Note attached hereto as Exhibit A, and that is deposited with the Custodian and registered in the name of the Depository.

“**Holder**,” as applied to any Note, or other similar terms (but excluding the term “beneficial holder”), shall mean any person in whose name at the time a particular Note is registered on the Note Register.

“**Indebtedness**” means, with respect to any Person, without duplication, (1) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (2) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers’ acceptances, bank guarantees, surety bonds and similar instruments; (3) net obligations of such Person under any swap contract; (4) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and not past due for more than 60 days after the date on which such trade account was created); (5) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; *provided* that the amount of such Indebtedness shall be the lesser of (a) the Fair Market Value of such property at such date of determination and (b) the amount of such Indebtedness; (6) all attributable debt in respect of capitalized leases of such Person; (7) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any capital stock of or other ownership, profit or equity interest in such Person or any other Person or any warrant, right or option to acquire such capital stock (except dividends or other distributions with respect to the Ordinary Shares of the Company (including Class A Ordinary Shares held in the form of ADSs) and the rights of the Company in respect of the note hedge and warrant transactions in connection with its issuance and sale of the Notes) or ownership, profit or equity interest, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and (8) all guarantees of such Person in respect of any of the foregoing. For the avoidance of doubt, Indebtedness is not deemed to be outstanding until it is incurred, and the entry into a binding commitment shall not, in and of itself, be deemed to be an incurrence.

“**Indenture**” means this instrument as originally executed or, if amended or supplemented as herein provided, as so amended or supplemented.

“**Initial Purchasers**” means Goldman Sachs (Asia) L.L.C. and Credit Suisse Securities (USA) LLC.

“**Interest Payment Date**” has the meaning specified in Section 3.01; *provided, however*, that if any Interest Payment Date falls on a date that is not a Business Day, the required payment will be made on the next succeeding Business Day, and no interest on such payment will accrue in respect of such delay.

“**Last Reported Sale Price**” of the ADSs on any date means the closing sale price per ADS (or if no closing sale price is reported, the average of the last bid and ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which the ADSs are traded or quoted. If the ADSs are not listed for trading on a U.S. national or regional securities exchange on the relevant date, the “Last Reported Sale Price” will be the last quoted bid price for the ADSs in the over-the-counter market on the relevant date as reported by the National Quotation Bureau or a similar organization. If the ADSs are not so quoted, the “Last Reported Sale Price” will be the average of the mid-point of the last bid and ask prices for an ADS on the relevant date from each of at least three nationally recognized independent investment banking firms, which may include the Initial Purchaser, selected by the Company for this purpose. Any such determination shall be conclusive absent manifest error.

“**Lien**” means, with respect to any property or assets, any mortgage or deed of trust, pledge, hypothecation, assignment, security interest, lien, encumbrance, or any other security arrangement of any kind or nature whatsoever on or with respect to such property or assets (including any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

“**Make-Whole Additional ADSs**” shall have the meaning specified in Section 15.03(a).

“**Make-Whole Fundamental Change**” means any transaction or event that constitutes a Fundamental Change under clause (a), (b) or (d) of the definition thereof (in the case of any Fundamental Change described in clause (b) of the definition thereof, determined without regard to the proviso in such definition, but subject to the proviso immediately following clause (e) of the definition thereof).

“**Make-Whole Reference Date**” means, with respect to a Make-Whole Fundamental Change, the date on which such Make-Whole Fundamental Change occurs or becomes effective.

“**Maturity Date**” means November 15, 2022.

“**Merger Event**” shall have the meaning specified in Section 15.06.

“**Note**” or “**Notes**” shall mean any note or notes, as the case may be, authenticated and delivered under this Indenture.

“**Notes Fungibility Date**” means the date, if any, following the Resale Restriction Termination Date on which all of the Rule 144A Notes and all of the Regulation S Notes are no longer Restricted Securities, do not bear the restrictive legend required by Section 2.05(c), are fungible for U.S. securities law purposes and are assigned an identical, unrestricted CUSIP number.

“**Note Register**” shall have the meaning specified in Section 2.05(b).

“**Note Registrar**” shall have the meaning specified in Section 2.05(b).

“**Notice of Conversion**” shall have the meaning specified in Section 15.02(b).

“**Notice of Tax Redemption**” shall have the meaning specified in Section 14.02(a).

“**Notice of Tax Redemption Election**” shall have the meaning specified in Section 14.03(b).

“**Offering Memorandum**” means the preliminary offering memorandum dated October 24, 2017, as supplemented by the pricing term sheet dated October 25, 2017, relating to the offering and sale of the Notes.

“**Officer**” means, with respect to the Company, the Chairman, the President, any Vice President, the Secretary, the General Counsel or the Chief Financial Officer of the Company.

“**Officers’ Certificate**” means a certificate signed by two officers of the Company, one of whom must be the principal executive officer, the principal financial officer or the principal accounting officer of the Company. Each Officers’ Certificate (other than certificates provided pursuant to TIA Section 314(a)(4)) shall include the statements provided for in TIA Section 314(e).

“**open of business**” means 9:00 a.m. (New York City time).

“**Opinion of Counsel**” means an opinion in writing signed by legal counsel, who may be an employee of or counsel to the Company, or other counsel acceptable to the Trustee, that is delivered to the Trustee. Each such opinion shall include the statements provided for in Section 17.06 if and to the extent required by the provisions of such Section and may include such assumptions, qualifications, exceptions and limitations reasonably required by such counsel.

“**Ordinary Shares**” means, collectively, the Class A Ordinary Shares and the Company’s Class B ordinary shares.

“**outstanding**,” when used with reference to Notes, shall, subject to the provisions of Section 9.04, mean, as of any particular time, all Notes authenticated and delivered by the Trustee under this Indenture, except:

- (a) Notes theretofore canceled by the Trustee or accepted by the Trustee for cancellation;

(b) Notes, or portions thereof, for the payment or repurchase of which monies in the necessary amount shall have been deposited in trust with the Trustee or with any Paying Agent (other than the Company) or shall have been set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent);

(c) Notes that have been paid pursuant to Section 2.06 or Notes in lieu of which, or in substitution for which, other Notes shall have been authenticated and delivered pursuant to the terms of Section 2.06 unless proof satisfactory to the Trustee is presented that any such Notes are held by protected purchasers in due course; and

(d) Notes converted pursuant to Article 15.

“**Paying Agent**” shall have the meaning specified in Section 5.02.

“**Person**” means an individual, a corporation, a limited liability company, an association, a partnership, a joint venture, a joint stock company, a trust, an unincorporated organization or a government or an agency or a political subdivision thereof.

“**Predecessor Note**” of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.06 in lieu of or in exchange for a mutilated, lost, destroyed or stolen Note shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Note that it replaces.

“**Purchase Agreement**” means that certain Purchase Agreement, dated as of October 25, 2017, among the Company and the Initial Purchasers.

“**QIBs**” means qualified institutional buyers as defined in Rule 144A.

“**Record Date**” means, with respect to any dividend, distribution or other transaction or event in which the holders of Ordinary Shares (or other security) have the right to receive any cash, securities or other property or in which the Ordinary Shares (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of shareholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

“**Redemption Date**” means, when used with respect to any Note to be redeemed pursuant to a Tax Redemption, the date fixed for such Tax Redemption pursuant to this Indenture.

“**Redemption Price**” shall have the meaning specified in Section 14.01(a).

“**Redemption Reference Date**” means, for any conversion of Notes in connection with a Tax Redemption, the date 30 days prior to the applicable Redemption Date.

“**Redemption Reference Price**” means, for any conversion of Notes in connection with a Tax Redemption, the average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period ending on, and including, the applicable Redemption Reference Date. The Board of Directors will make appropriate adjustments, in its good faith determination,

to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Date of the event occurs, during such ten consecutive Trading Day period.

“**Reference Property**” shall have the meaning specified in Section 15.06(b).

“**Regular Record Date**” shall have the meaning specified in Section 3.01.

“**Regulation S**” means Regulation S under the Securities Act or any successor to such regulation.

“**Regulation S Notes**” means the Notes initially offered and sold pursuant to Regulation S.

“**Relevant Taxing Jurisdiction**” shall have the meaning specified in Section 5.10.

“**Resale Restriction Termination Date**” shall have the meaning specified in Section 2.05(c).

“**Responsible Officer**” means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, trust officer, managing director, director, associate or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

“**Restricted Securities**” shall have the meaning specified in Section 2.05(c).

“**Rule 144**” means Rule 144 under the Securities Act (or any successor provision), as it may be amended from time to time.

“**Rule 144A**” means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

“**Rule 144A Information**” shall have the meaning specified in Section 5.09.

“**Rule 144A Notes**” means the notes initially offered and sold pursuant to Rule 144A.

“**Scheduled Trading Day**” means a day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange or market on which the ADSs are listed or admitted for trading or, if the ADSs are not listed or admitted for trading on any U.S. national or regional securities exchange or market, a Business Day.

“**SEC**” means the Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Significant Subsidiary**” means, at any date of determination, any Subsidiary that would constitute a “significant subsidiary” (or any group of Subsidiaries that, taken together, would constitute a “significant subsidiary”) within the meaning of Rule 1-02(w) of Regulation S-X under the Securities Act as in effect on the Closing Date.

“**Special Record Date**” shall have the meaning specified in Section 3.02(a).

“**Spin-Off**” shall have the meaning specified in Section 15.04(c).

“**Subsidiary**” means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person. For the avoidance of doubt, the term “Subsidiary” or “Subsidiaries” should include the Company’s consolidated affiliated entities.

“**Successor Company**” shall have the meaning specified in Section 12.01(a).

“**Tax Redemption**” shall have the meaning specified in Section 14.01(a).

“**Tax Redemption Additional ADSs**” shall have the meaning specified in Section 15.11.

“**Temporary Notes**” shall have the meaning specified in Section 2.07.

“**Trading Day**” means a day during which trading in the ADSs generally occurs on the principal U.S. national or regional securities exchange or market on which the ADSs are listed or admitted for trading or, if the ADSs are not listed or admitted for trading on any U.S. national or regional securities exchange or market, a Business Day.

“**transfer**” shall have the meaning specified in Section 2.05(c).

“**Trigger Event**” shall have the meaning specified in Section 15.04(c).

“**Trust Indenture Act**” or “**TIA**” means the Trust Indenture Act of 1939, as amended, as it was in force at the date of execution of this Indenture, except as provided in Section 11.03 and Section 15.06; provided, however, that in the event the Trust Indenture Act of 1939 is amended after the date hereof, the term “Trust Indenture Act” shall mean, to the extent required by such amendment, the Trust Indenture Act of 1939, as so amended.

“**Trustee**” means the Person named as the “Trustee” in the first paragraph of this Indenture until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” shall mean or include each Person who is then a Trustee hereunder.

“**Uniform Commercial Code**” means the New York Uniform Commercial Code as in effect from time to time.

“**Valuation Period**” shall have the meaning specified in Section 15.04(c).

“**Weighted Average Consideration**” shall have the meaning specified in Section 15.06(c)(ii).

Section 1.02 *Incorporation by Reference of Trust Indenture Act.* Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

“**indenture securities**” means the Notes.

“**indenture to be qualified**” means this Indenture.

“**indenture trustee**” or “**institutional trustee**” means the Trustee.

“**obligor**” on the indenture securities means the Company and any other obligor on the indenture securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule have the meanings assigned to them by such definitions.

Section 1.03 *Rules of Construction.*

- (1) a term has the meaning assigned to it;
- (2) an accounting term not otherwise defined has the meaning assigned to it and shall be construed in accordance with GAAP;
- (3) “or” is not exclusive;
- (4) “including” means including, without limitation;
- (5) words in the singular include the plural, and words in the plural include the singular;
- (6) all references to \$, dollars, cash payments or money refer to United States currency; and
- (7) unless the context requires otherwise, all references to payments of interest on the Notes shall include Additional Interest, if any, payable in accordance with the terms of Section 3.01 hereof.

ARTICLE 2  
ISSUE, DESCRIPTION, EXECUTION, REGISTRATION  
AND EXCHANGE OF NOTES

Section 2.01 *Designation and Amount.* The Notes shall be designated as the “1.25% Convertible Senior Notes due 2022.” The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is initially limited to \$900,000,000, subject to Section 2.10 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 2.05, Section 2.06, Section 2.07, Section 11.04, Section 15.02 and Section 16.04.

Section 2.02 *Form of Notes.* The Notes and the Trustee’s certificate of authentication to be borne by such Notes shall be substantially in the respective forms set forth in Exhibit A, the terms and provisions of which shall constitute, and are hereby expressly incorporated in and made a part of this Indenture. To the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. To the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

Any Global Note may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Indenture as may be required by the Depository, or as may be required to comply with any applicable law or any regulation thereunder or with the rules and regulations of any securities exchange or automated quotation system upon which the Notes may be listed or traded or designated for issuance or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Notes are subject.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends or endorsements as the Officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, or to conform to usage or to indicate any special limitations or restrictions to which any particular Notes are subject.

Each Global Note shall represent such principal amount of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be increased or reduced to reflect repurchases, redemptions, cancellations, conversions, transfers or exchanges permitted hereby. Any endorsement of the Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee or the Note Registrar in such manner and upon instructions given by the Holder of such Notes in accordance with this Indenture. Payment of principal (including the Repurchase Price, Tax Redemption Price and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest on, the Global Note shall be made to the Holder of such Note on the date of payment, unless a

record date or other means of determining Holders eligible to receive payment is provided for herein.

Section 2.03 *Date and Denomination of Notes; Payments of Interest and Defaulted Amounts.* (a) The Notes shall be issuable in registered form without coupons in minimum denominations of \$1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of such Note. Accrued interest on the Notes shall be computed on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of actual days elapsed over a 30-day month.

(b) The Person in whose name any Note (or its Predecessor Note) is registered on the Note Register at the close of business on any Regular Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office or agency of the Company maintained by the Company for such purposes, which shall initially be the Corporate Trust Office. The Company shall pay, or cause the paying agent to pay, interest (i) on Certificated Notes, if any, (A) to Holders holding Certificated Notes, if any, having an aggregate principal amount of \$5,000,000 or less, by check mailed (at the Company's expense) to the Holders of these Notes at their address as it appears in the Note Register and (B) to Holders holding Certificated Notes having an aggregate principal amount of more than \$5,000,000, either by check mailed (at the Company's expense) to such Holders or, upon application by such Holder to the Trustee not later than the relevant Regular Record Date, by wire transfer in immediately available funds to that Holder's account within the United States, which application shall remain in effect until the Holder notifies, in writing, the Trustee to the contrary or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depository or its nominee.

(c) Any Defaulted Amounts shall forthwith cease to be payable to the Holder on the relevant payment date but shall accrue interest per annum at the rate per annum borne by the Notes plus 0.50%, subject to the enforceability thereof under applicable law, from, and including, such relevant payment date, and such Defaulted Amounts together with such interest thereon shall be paid by the Company, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Amounts to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Amounts, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of the Defaulted Amounts proposed to be paid on each Note and the date of the proposed payment (which shall be not less than 25 days after the receipt by the Trustee of such notice), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount to be paid in respect of such Defaulted Amounts or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Amounts as in this clause provided. Thereupon the Company shall fix a special record date for the payment of such Defaulted Amounts which shall be not more than 15 days

and not less than 10 days prior to the date of the proposed payment, and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Company shall promptly notify the Trustee in writing of such special record date and the Trustee, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Amounts and the special record date therefor to be mailed, first-class postage prepaid (at the Company's expense), to each Holder at its address as it appears in the Note Register or, in the case of Global Notes, sent electronically in accordance with the applicable procedures of the Depository, not less than 10 days prior to such special record date, in the form of notice prepared by the Company. Notice of the proposed payment of such Defaulted Amounts and the special record date therefor having been so sent, such Defaulted Amounts shall be paid to the Persons in whose names the Notes (or their respective Predecessor Notes) are registered at the close of business on such special record date and shall no longer be payable pursuant to the following clause (ii) of this Section 2.03 (c).

(ii) The Company may make payment of any Defaulted Amounts in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Notes may be listed or designated for issuance, and upon such notice as may be required by such exchange or automated quotation system, if, after written notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be made in accordance with the applicable procedures of the Depository.

(iii) The Trustee shall not at any time be under any duty or responsibility to any Holder to determine the Defaulted Amounts, or with respect to the nature, extent, or calculation of the amount of Defaulted Amounts owed, or with respect to the method employed in such calculation of the Defaulted Amounts.

Section 2.04 *Execution, Authentication and Delivery of Notes.* The Notes shall be signed in the name and on behalf of the Company by the manual or facsimile signature of its Chief Executive Officer or Chief Financial Officer. With the delivery of this Indenture, the Company is furnishing, and from time to time thereafter may furnish, a certificate signed by the Company's Chief Executive Officer or Chief Financial Officer substantially in the form of Exhibit B (an "**Authorization Certificate**") identifying and certifying the incumbency and specimen (and/or facsimile) signatures of its active authorized Officers. Until the Trustee receives a subsequent Authorization Certificate, the Trustee shall be entitled to conclusively rely on the last Authorization Certificate delivered to it for purposes of determining the relevant authorized Officers. Typographical and other minor errors or defects in any signature shall not affect the validity or enforceability of any Note which has been duly authenticated and delivered by the Trustee.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Notes executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Notes, and the Trustee in accordance with such Company Order shall authenticate and deliver such Notes, without any further action by the Company hereunder, subject to the Trustee's requirement for an Officers' Certificate and Opinion of Counsel in accordance with Section 17.06 hereof .

The Company Order shall specify the amount of Notes to be authenticated (including the initial amount of Rule 144A Notes and the initial amount of Regulation S Notes), the applicable rate at which interest will accrue on such Notes, the date on which the original issuance of such Notes is to be authenticated, the date from which interest will begin to accrue, the date or dates on which interest on such Notes will be payable and the date on which the principal of such Notes will be payable and other terms relating to such Notes. The Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company (as set forth in such Company Order).

The Trustee shall have the right to decline to authenticate and deliver any Notes under this Indenture (a) unless and until it receives from the Company a Company Order instructing it to so authenticate and deliver such Notes and an Officers' Certificate and Opinion of Counsel in accordance with Section 17.06 hereof; (b) if the Trustee determines that such action may not lawfully be taken; or (c) if the Trustee determines that such action would expose the Trustee to personal liability, unless indemnity and/or security satisfactory to the Trustee against such liability is provided to the Trustee.

Only such Notes as shall bear thereon a certificate of authentication substantially in the form set forth on the form of Note attached as Exhibit A hereto, executed manually by an authorized officer of the Trustee, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee upon any Note executed by the Company shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the Holder is entitled to the benefits of this Indenture.

In case any Officer of the Company who shall have signed any of the Notes shall cease to be such Officer before the Notes so signed shall have been authenticated and delivered by the Trustee, or disposed of by the Company, such Notes nevertheless may be authenticated and delivered or disposed of as though the Person who signed such Notes had not ceased to be such Officer of the Company; and any Note may be signed on behalf of the Company by such Persons as, at the actual date of the execution of such Note, shall be the Officers of the Company, although at the date of the execution of this Indenture any such Person was not such an Officer.

Section 2.05 *Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.* (a) The Company shall cause to be kept a register (the register maintained in such office or in any other office or agency of the Company designated pursuant to Section 4.02, the "**Note Register**") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and of transfers of Notes. Such register shall be in written form or in any form capable of being converted into written form within a reasonable period of time. The Trustee is hereby initially appointed the "**Note Registrar**" for the purpose of registering Notes and transfers of Notes as herein provided. The Company may appoint one or more co-Note Registrars in accordance with Section 5.02.

Prior to the Notes Fungibility Date, upon surrender for registration of transfer of any Rule 144A Note or Regulation S Note, as the case may be, to the Note Registrar or any co-Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.05, the Company shall execute, and the Trustee shall, upon receipt of a Company Order, authenticate

and deliver, in the name of the designated transferee or transferees, one or more new Rule 144A Notes or Regulation S Notes, as the case may be, of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture. Following the Notes Fungibility Date, upon surrender for registration of transfer of any Note to the Note Registrar or any co-Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.05, the Company shall execute, and the Trustee shall, upon receipt of a Company Order, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and not bearing the restrictive legends required by Section 2.05(c).

Prior to the Notes Fungibility Date, Rule 144A Notes and Regulation S Notes, as the case may be, may be exchanged for other Rule 144A Notes or Regulation S Notes, as the case may be, of any authorized denominations and of a like aggregate principal amount, upon surrender of the Rule 144A Notes or Regulation S Notes, as the case may be, to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Prior to the Notes Fungibility Date, (A) Regulation S Notes (or beneficial interests therein) may be exchanged for Rule 144A Notes (or an increase in the aggregate principal amount represented by a Global Note that constitutes a Rule 144A Note) only if (1) such exchange occurs in connection with a transfer of the Notes (or a beneficial interest therein) under Rule 144A and (2) the transferor first delivers to the Trustee a written certificate, in the form attached to such Note, to the effect that the Notes (or such beneficial interest) are being transferred to a Person (a) who the transferor reasonably believes to be a QIB; (b) purchasing for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A; and (c) in accordance with all applicable securities laws of the states of the United States and other jurisdictions and (B) Rule 144A Notes (or beneficial interests therein) may only be exchanged for Regulation S Notes (or an increase in the aggregate principal amount represented by a Global Note that constitutes a Regulation S Note) if the transferor first delivers to the Trustee a written certificate, in the form attached to such Note, to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S. Whenever any Rule 144A Notes or Regulation S Notes, as the case may be, are so surrendered for exchange, the Company shall execute, and the Trustee shall, upon receipt of a Company Order, authenticate and deliver, the Rule 144A Notes or Regulation S Notes, as the case may be, that the Holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding. Following the Notes Fungibility Date, Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount but not bearing the restrictive legend required by Section 2.05(c), upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall, upon receipt of a Company Order, authenticate and deliver, the Notes that the Holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company, the Trustee, the Note Registrar or any co-Note Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Holder thereof or its attorney-in-fact duly authorized in writing.

No service charge shall be imposed by the Company, the Transfer Agent, the Note Registrar, any co-Note Registrar or the Paying Agent for any exchange or registration of transfer of Notes, but the Company may require a Holder to pay a sum sufficient to cover any documentary, stamp or similar issue or transfer tax required in connection therewith as a result of the name of the Holder of new Notes issued upon such exchange or registration of transfer being different from the name of the Holder of the old Notes surrendered for exchange or registration of transfer. The Company shall pay the Depository's fees for issuance of the ADSs due upon conversion of the Notes.

None of the Company, the Transfer Agent, the Trustee, the Note Registrar or any co-Note Registrar shall be required to exchange or register a transfer of (i) any Notes surrendered for conversion or, if a portion of any Note is surrendered for conversion, such portion thereof surrendered for conversion or (ii) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article 16.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Indenture shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

The Trustee shall have no responsibility or obligation to any direct or indirect participant or any other Person with respect to the accuracy of the books or records, or the acts or omissions, of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any direct or indirect participant or other Person (other than the Depository) of any notice (including any notice of redemption) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Noteholders and all payments to be made to Noteholders under the Notes shall be given or made only to or upon the order of the registered Noteholders (which shall be the Depository or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depository subject to the customary procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its direct or indirect participants.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among direct or indirect participants in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(b) So long as the Notes are eligible for book-entry settlement with the Depository, unless otherwise required by law, subject to the fourth paragraph from the end of Section 2.05(c) all Notes shall be represented by one or more Notes in global form (each, a "**Global Note**") registered in the name of the Depository or the nominee of the Depository. The transfer and exchange of beneficial interests in a Global Note that does not involve the issuance

of a Certificated Note shall be effected through the Depository in accordance with this Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depository therefor. Prior to the Notes Fungibility Date, the Rule 144A Notes shall be represented by one or more Global Notes and the Regulation S Notes shall be represented by one or more separate Global Notes. Following the Notes Fungibility Date, the Rule 144A Notes and the Regulation S Notes may be represented by one or more of the same Global Notes.

(c) Every Note that bears or is required under this Section 2.05(c) to bear the legend set forth in this Section 2.05(c) (together with any ADSs (including the Class A Ordinary Shares represented thereby) delivered upon conversion of the Notes that is required to bear the legend set forth in Section 2.05(d), collectively, the “**Restricted Securities**”) shall be subject to the restrictions on transfer set forth in this Section 2.05(c) (including the legend set forth below), unless such restrictions on transfer shall be eliminated or otherwise waived by written consent of the Company, and the Holder of each such Restricted Security, by such Holder’s acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.05(c) and Section 2.05(d), the term “**transfer**” encompasses any sale, pledge, transfer or other disposition whatsoever of any Restricted Security.

Until the date (the “**Resale Restriction Termination Date**”) that is the later of (1) the date that is one year after the last date of original issuance of the Notes, or such shorter period of time as permitted by Rule 144 under the Securities Act or any successor provision thereto, and (2) such later date, if any, as may be required by applicable law, any certificate evidencing a Rule 144A Note (and all securities issued in exchange therefor or substitution thereof, other than ADSs (including the Class A Ordinary Shares represented thereby) issued upon conversion thereof, which shall bear the legend set forth in Section 2.05(d), if applicable) shall bear a legend in substantially the following form (unless such Rule 144A Notes have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or sold pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company in writing, with notice thereof to the Trustee):

**THIS SECURITY, THE AMERICAN DEPOSITARY SHARES ISSUABLE UPON CONVERSION OF THIS SECURITY PRIOR TO THE RESALE RESTRICTION TERMINATION (AS DEFINED BELOW) AND THE CLASS A ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:**

**(1) REPRESENTS THAT IT, AND ANY ACCOUNT FOR WHICH IT IS ACTING, (A) IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) IS A NON-U.S. PERSON LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND**

**(2) AGREES FOR THE BENEFIT OF WEIBO CORPORATION (THE “COMPANY”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY, THE AMERICAN DEPOSITARY SHARES ISSUABLE UPON CONVERSION OF THIS SECURITY, OR THE CLASS A ORDINARY SHARES REPRESENTED THEREBY, OR ANY BENEFICIAL INTEREST HEREIN OR**

**THEREIN PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:**

**(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;**

**(B) THROUGH OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT;**

**(C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OF THE COMPANY THAT COVERS THE RESALE OF THIS SECURITY OR SUCH AMERICAN DEPOSITARY SHARES AND CLASS A ORDINARY SHARES;**

**(D) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR**

**(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT.**

**PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(E) ABOVE, THE COMPANY, THE DEPOSITARY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.**

**NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS SECURITY EVIDENCED HEREBY, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.**

**NO AFFILIATE (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT (“RULE 144”)) OF WEIBO CORPORATION OR ANY PERSON THAT IS NOT AN AFFILIATE OF WEIBO CORPORATION, BUT WAS AN AFFILIATE (WITHIN THE MEANING OF RULE 144) OF WEIBO CORPORATION DURING THE THREE IMMEDIATELY PRECEDING MONTHS, OTHER THAN WEIBO CORPORATION, OR ANY SUBSIDIARY OF WEIBO CORPORATION, MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THE NOTES EVIDENCED HEREBY, THE AMERICAN DEPOSITARY SHARES ISSUED UPON CONVERSION THEREOF OR THE CLASS A ORDINARY SHARES OF WEIBO CORPORATION REPRESENTED BY SUCH AMERICAN DEPOSITARY SHARES ISSUED UPON CONVERSION OF THESE NOTES OR A BENEFICIAL INTEREST THEREIN.**

Until the Resale Restriction Termination Date, any certificate evidencing a Regulation S Note (and all securities issued in exchange therefor or substitution thereof, other than ADSs (including the Class A Ordinary Shares represented thereby) issued upon conversion thereof, which shall bear the legend set forth in Section 2.05(d), if applicable) shall bear a legend in substantially the following form (unless such Regulation S Notes have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or sold pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company in writing, with notice thereof to the Trustee):

**THIS SECURITY, THE ADSs ISSUABLE UPON CONVERSION OF THIS SECURITY AND THE CLASS A ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:**

**(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS (X) A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (Y) LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND**

**(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:**

**(A) TO WEIBO CORPORATION OR ANY SUBSIDIARY THEREOF;**

**(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED (OR HAS BECOME) EFFECTIVE UNDER THE SECURITIES ACT THAT COVERS RESALE OF THE NOTES OR SUCH ADSs, OR**

**(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT (IF AVAILABLE), OR ;**

**(D) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR**

**(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(E) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS SECURITY EVIDENCED HEREBY, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.**

**NO AFFILIATE (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT (“RULE 144”)) OF WEIBO CORPORATION OR ANY PERSON THAT IS NOT AN AFFILIATE OF WEIBO CORPORATION, BUT WAS AN AFFILIATE (WITHIN THE MEANING OF RULE 144) OF WEIBO CORPORATION DURING THE THREE IMMEDIATELY PRECEDING MONTHS, OTHER THAN WEIBO CORPORATION, OR ANY SUBSIDIARY OF WEIBO CORPORATION, MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THE NOTES EVIDENCED HEREBY, THE AMERICAN**

**DEPOSITARY SHARES ISSUED UPON CONVERSION THEREOF OR THE CLASS A ORDINARY SHARES OF WEIBO CORPORATION REPRESENTED BY SUCH AMERICAN DEPOSITARY SHARES ISSUED UPON CONVERSION OF THESE NOTES OR A BENEFICIAL INTEREST THEREIN.**

No transfer of any Note prior to the Resale Restriction Termination Date will be registered by the Note Registrar unless the applicable box on the Form of Assignment and Transfer has been checked.

Any Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of such Note for exchange to the Note Registrar in accordance with the provisions of this Section 2.05, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by this Section 2.05(c) and shall not be assigned a restricted CUSIP number. The Company shall be entitled to instruct the Trustee in writing to so surrender any Global Note as to which such restrictions on transfer shall have expired in accordance with their terms for exchange, and, upon such instruction, and provided that all applicable procedures of the Depositary in connection with any such exchange have been complied with, the Trustee shall so surrender such Global Note for exchange; and any new Global Note so exchanged therefor shall not bear the restrictive legend specified in this Section 2.05(c) and shall not be assigned a restricted CUSIP number. The Company shall promptly notify the Trustee upon the occurrence of the Resale Restriction Termination Date and after a registration statement, if any, with respect to the Notes or the ADSs (including the Class A Ordinary Shares represented thereby) issued upon conversion of the Notes has been declared effective under the Securities Act.

Notwithstanding any other provisions of this Indenture (other than the provisions set forth in this Section 2.05(c)), a Global Note may not be transferred as a whole or in part except (i) by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary and (ii) for transfers of portions of a Global Note in certificated form made upon request of a member of, or a participant in, the Depositary (for itself or on behalf of a beneficial owner) by written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures of the Depositary and in compliance with this Section 2.05(c).

The Depositary shall be a clearing agency registered under the Exchange Act. The Company initially appoints The Depositary Trust Company to act as Depositary with respect to each Global Note. Initially, each Global Note shall be issued to the Depositary, registered in the name of Cede & Co., as the nominee of the Depositary, and deposited with the Trustee as custodian for Cede & Co.

If (i) the Depositary notifies the Company at any time that the Depositary is unwilling or unable to continue as depositary for the Global Notes and a successor depositary is not appointed within 90 days, (ii) the Depositary ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days or (iii) an Event of Default with respect to the Notes has occurred and is continuing and a beneficial owner of any Note requests that its beneficial interest therein be issued as a Certificated Note, the Company shall execute, and the Trustee, upon receipt of an Officers' Certificate and a Company Order for

the authentication and delivery of Notes, shall authenticate and deliver (x) in the case of clause (iii), a Certificated Note to such beneficial owner in a principal amount equal to the principal amount of such Note corresponding to such beneficial owner's beneficial interest and (y) in the case of clause (i) or (ii), Certificated Notes to each beneficial owner of the related Global Notes (or a portion thereof) in an aggregate principal amount equal to the aggregate principal amount of such Global Notes in exchange for such Global Notes, and upon delivery of the Global Notes to the Trustee such Global Notes shall be canceled.

Certificated Notes issued in exchange for all or a part of the Global Note pursuant to this Section 2.05(c) shall be registered in such names and in such authorized denominations as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee in writing. Upon execution and authentication, the Trustee shall deliver such Certificated Notes to the Persons in whose names such Certificated Notes are so registered.

At such time as all interests in a Global Note have been converted, canceled, repurchased or transferred, such Global Note shall be, upon receipt thereof, canceled by the Trustee in accordance with standing procedures and existing instructions of the Depository. At any time prior to such cancellation, if any interest in a Global Note is exchanged for Certificated Notes, converted, canceled, repurchased or transferred to a transferee who receives Certificated Notes therefor or any Certificated Note is exchanged or transferred for part of such Global Note, the principal amount of such Global Note shall, in accordance with the standing procedures and existing instructions of the Depository, be appropriately reduced or increased, as the case may be, and an endorsement shall be made on such Global Note, by the Trustee, to reflect such reduction or increase.

None of the Company, the Trustee, any agent of the Company or any agent of the Trustee shall have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Note or maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(d) Until the Resale Restriction Termination Date, any certificate representing ADSs (including the Class A Ordinary Shares represented thereby) issued upon conversion of a Rule 144A Note shall bear a legend in substantially the following form (unless the Rule 144A Note or such ADSs (including the Class A Ordinary Shares represented thereby) has been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or such ADS or the Class A Ordinary Shares represented thereby have been issued upon conversion of Rule 144A Notes that have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company with written notice thereof to the Trustee and any transfer agent for the ADSs):

**THIS SECURITY AND THE CLASS A ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE**

**TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:**

**(1) REPRESENTS THAT IT, AND ANY ACCOUNT FOR WHICH IT IS ACTING, (A) IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) IS A NON-U.S. PERSON LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT AND THAT IT AND ANY SUCH ACCOUNT IS NOT AN AFFILIATE OF WEIBO CORPORATION (THE “COMPANY”), AND**

**(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR THE CLASS A ORDINARY SHARES REPRESENTED THEREBY, OR ANY BENEFICIAL INTEREST HEREIN OR THEREIN PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:**

**(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;**

**(B) THROUGH OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT;**

**(C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OF THE COMPANY THAT COVERS THE RESALE OF THIS SECURITY OR THE CLASS A ORDINARY SHARES REPRESENTED THEREBY;**

**(D) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR**

**(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT.**

**PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(E) ABOVE, THE COMPANY AND THE DEPOSITARY RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.**

**NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**NO AFFILIATE (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT (“RULE 144”)) OF WEIBO CORPORATION OR ANY PERSON THAT IS NOT AN AFFILIATE OF WEIBO CORPORATION, BUT WAS AN AFFILIATE (WITHIN THE MEANING OF RULE 144) OF WEIBO CORPORATION DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THIS SECURITY OR THE CLASS A ORDINARY SHARES OF WEIBO CORPORATION REPRESENTED THEREBY OR A BENEFICIAL INTEREST THEREIN.**

**EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS SECURITY EVIDENCED HEREBY, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.**

Until the Resale Restriction Termination Date, any stock certificate representing ADSs (including the Class A Ordinary Shares represented thereby) issued upon conversion of a Regulation S Note shall bear a legend in substantially the following form (unless the Regulation S Note or such ADSs (including the Class A Ordinary Shares represented thereby) has been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or such ADSs (including the Class A Ordinary Shares represented thereby) have been issued upon conversion of Regulation S Notes that have been transferred pursuant to a registration statement that has become or been declared effective under the Securities Act and that continues to be effective at the time of such transfer, or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act, or unless otherwise agreed by the Company with written notice thereof to the Trustee and any transfer agent for the ADSs):

**THIS SECURITY AND THE CLASS A ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:**

**(1) REPRESENTS THAT IT, AND ANY ACCOUNT FOR WHICH IT IS ACTING, (A) IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (B) IS A NON-U.S. PERSON LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT), AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT AND THAT IT AND ANY SUCH ACCOUNT IS NOT AN AFFILIATE OF WEIBO CORPORATION (THE “COMPANY”), AND**

**(2) AGREES FOR THE BENEFIT OF WEIBO CORPORATION (THE “COMPANY”) THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR THE CLASS A ORDINARY SHARES REPRESENTED THEREBY, OR ANY BENEFICIAL INTEREST HEREIN OR THEREIN PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:**

**(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;**

**(B) THROUGH OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT;**

**(C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OF THE COMPANY THAT COVERS THE RESALE OF THIS SECURITY OR THE CLASS A ORDINARY SHARES REPRESENTED THEREBY;**

**(D) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR**

**(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT.**

**PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(E) ABOVE, THE COMPANY AND THE DEPOSITARY RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.**

**NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**NO AFFILIATE (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT (“RULE 144”)) OF WEIBO CORPORATION OR ANY PERSON THAT IS NOT AN AFFILIATE OF WEIBO CORPORATION, BUT WAS AN AFFILIATE (WITHIN THE MEANING OF RULE 144) OF WEIBO CORPORATION DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THIS SECURITY OR THE CLASS A ORDINARY SHARES OF WEIBO CORPORATION REPRESENTED BY SUCH AMERICAN DEPOSITARY SHARES ISSUED UPON CONVERSION OF THESE NOTES OR A BENEFICIAL INTEREST THEREIN.**

**EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS SECURITY EVIDENCED HEREBY, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.**

Any such ADSs as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of the certificates representing such ADSs for exchange in accordance with the procedures of the transfer agent for the ADSs, be exchanged for a new certificate or certificates for a like aggregate number of ADSs, which shall not bear the restrictive legend required by this Section 2.05(d).

(e) Any Note or ADS delivered upon the conversion or exchange of a Note that is repurchased or owned by any Affiliate of the Company may not be resold by such Affiliate unless registered under the Securities Act or resold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act in a transaction that results in such Note or ADS, as the case may be, no longer being a “**restricted security**” (as defined under Rule 144 under the Securities Act). The Company shall cause any Note that is repurchased or owned by it to be surrendered to the Trustee for cancellation in accordance with Section 2.08.

Section 2.06 *Mutilated, Destroyed, Lost or Stolen Notes.* In case any Note shall become mutilated or be destroyed, lost or stolen, the Company in its discretion may execute, and upon the receipt of a Company Order, the Trustee shall authenticate and deliver, a new Note, bearing a registration number not contemporaneously outstanding, in exchange and substitution for the mutilated Note, or in lieu of and in substitution for the Note so destroyed, lost or stolen. In every case the applicant for a substituted Note shall furnish to the Company and to the Trustee such security and/or indemnity as may be required by them to save each of them harmless from any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company and to the Trustee evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

The Trustee may authenticate any such substituted Note and deliver the same upon the receipt of such security and/or indemnity as the Trustee and the Company may require. No

service charge shall be imposed by the Company, the Transfer Agent, the Note Registrar, any co-Note Registrar or the Paying Agent upon the issuance of any substitute Note, but the Company and the Trustee may require a Holder to pay a sum sufficient to cover any documentary, stamp or similar issue or transfer tax required in connection therewith as a result of the name of the Holder of the new substitute Note being different from the name of the Holder of the old Note that became mutilated or was destroyed, lost or stolen. In case any Note that has matured or is about to mature or has been surrendered for required repurchase or redemption or is about to be converted in accordance with Article 15 shall become mutilated or be destroyed, lost or stolen, the Company may, in its sole discretion, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company and to the Trustee such security and/or indemnity as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or connected with such substitution, and, in every case of destruction, loss or theft, evidence satisfactory to the Company, and the Trustee evidence of their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof.

Every substitute Note issued pursuant to the provisions of this Section 2.06 by virtue of the fact that any Note is destroyed, lost or stolen shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Note shall be found at any time, and shall be entitled to all the benefits of (but shall be subject to all the limitations set forth in) this Indenture equally and proportionately with any and all other Notes duly issued hereunder. To the extent permitted by law, all Notes shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment or conversion or repurchase or redemption of mutilated, destroyed, lost or stolen Notes and shall preclude any and all other rights or remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment or redemption or conversion of negotiable instruments or other securities without their surrender.

Section 2.07 *Temporary Notes.* Pending the preparation of Certificated Notes, the Company may execute and the Trustee shall, upon receipt of a Company Order, authenticate and deliver temporary Notes (printed or lithographed). Temporary Notes shall be issuable in any authorized denomination, and substantially in the form of the Certificated Notes but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every such temporary Note shall be executed by the Company and authenticated by the Trustee upon the same conditions and in substantially the same manner, and with the same effect, as the Certificated Notes. Without unreasonable delay, the Company shall execute and deliver to the Trustee Certificated Notes (other than any Global Note) and thereupon any or all temporary Notes (other than any Global Note) may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 4.02 and the Trustee shall, upon receipt of a Company Order, authenticate and deliver in exchange for such temporary Notes an equal aggregate principal amount of Certificated Notes. Such exchange shall be made by the Company at its own expense and without any charge therefor. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits and subject

to the same limitations under this Indenture as Certificated Notes authenticated and delivered hereunder.

Section 2.08 *Cancellation.* The Company at any time may deliver Notes to the Trustee for cancellation. The Note Registrar, the Conversion Agent and the Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, conversion or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, conversion payment or cancellation and shall dispose of such cancelled Notes in its customary manner. The Company may not issue new Notes to replace Notes it has redeemed, paid or delivered to the Trustee for cancellation or that any Holder has converted pursuant to Article 15.

Section 2.09 *CUSIP Numbers.* The Company in issuing the Notes may use “CUSIP” numbers (if then generally in use), and, if so, the Trustee shall use “CUSIP” numbers in all notices issued to Holders as a convenience to such Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or on such notice and that reliance may be placed only on the other identification numbers printed on the Notes. The Company shall promptly notify the Trustee in writing of any change in the “CUSIP” numbers. Prior to the Notes Fungibility Date, the Rule 144A Notes and the Regulation S Notes shall have different “CUSIP” numbers. Following the Notes Fungibility Date, the Rule 144A Notes and the Regulation S Notes shall have the same “CUSIP” number if exchanged in accordance with the applicable procedures of the Depository.

Section 2.10 *Additional Notes; Repurchases.* The Company may, without the consent of the Holders and notwithstanding Section 2.01, reopen this Indenture and issue additional Notes hereunder with the same terms and with the same CUSIP number (or, if prior to the Fungibility Date, the same CUSIP numbers as the Rule 144A Notes or the Regulation S Notes, as applicable) as the Notes initially issued hereunder (except for any differences in the issue price and interest accrued, if any, and first date for payment of interest) in an unlimited aggregate principal amount; provided that if any such additional Notes are not fungible with the Notes initially issued hereunder for U.S. federal securities laws or income tax purposes, such additional Notes shall have a separate CUSIP number from both the Rule 144A Notes and the Regulation S Notes. Prior to the issuance of any such additional Notes, the Company shall deliver to the Trustee a Company Order, an Officers’ Certificate and an Opinion of Counsel, such Officers’ Certificate and Opinion of Counsel to cover such matters, in addition to those required by Section 17.06, as the Trustee shall reasonably request. In addition, the Company may, to the extent permitted by law, and directly or indirectly (regardless of whether such Notes are surrendered to the Company), repurchase Notes in the open market or otherwise, whether by the Company or through its Subsidiaries or through a private or public tender or exchange offer or through counterparties to private agreements. The Company shall cause any Notes so repurchased to be surrendered to the Trustee for cancellation in accordance with Section 2.08. The Company may also enter into cash-settled swaps or other derivatives with respect to the Notes. For the avoidance of doubt, any Notes underlying such cash-settled swaps or other derivatives shall not be required to be surrendered to the Trustee for cancellation in accordance

with Section 2.08 and will continue to be considered outstanding for purposes of this Indenture, subject to the provisions of Section 9.04.

### ARTICLE 3 PAYMENT OF INTEREST

Section 3.01 *Payment of Interest.* The Company shall pay interest on the Notes at a rate of 1.25% per annum, from October 30, 2017 or from the most recent date to which interest has been duly paid or duly provided for, payable semi-annually in arrears on May 15 and November 15 of each year (each, an “**Interest Payment Date**”) or, if any such day is not a Business Day, the immediately following Business Day, commencing May 15, 2018. Interest on a Note shall be paid to the Holder of such Note at the close of business on May 1 or November 1 (each, a “**Regular Record Date**”), as the case may be, immediately preceding the related Interest Payment Date, and shall be computed on the basis of a 360-day year comprised of twelve 30-day months. In the event of the maturity, conversion or repurchase of a Note by the Company at the option of the Holder, interest shall cease to accrue on such Note. If the Conversion Date for a Note occurs after a Regular Record Date but on or before the corresponding Interest Payment Date, the interest payable on such Interest Payment Date will be paid to the Holder of such Note on such Regular Record Date notwithstanding the conversion of such Note. Unless otherwise explicitly stated in this Indenture, all references to interest herein include Additional Interest, if any, payable pursuant to Section 5.06 and/or Section 7.01.

Section 3.02 *Defaulted Interest.* Any installment of interest that is payable, but is not punctually paid or duly provided for on any Interest Payment Date (“**Defaulted Interest**”), shall forthwith cease to be payable to the Holders in whose names the Notes were registered on the Record Date applicable to such installment of interest. Defaulted Interest (including any interest on such Defaulted Interest) may be paid by the Company, at its election, as provided in Section 3.02(a) or (b).

(a) The Company may elect to make payment of any Defaulted Interest (including any interest on such Defaulted Interest) to the Holders in whose names the Notes are registered at the Close of Business on a special record date for the payment of such Defaulted Interest (a “**Special Record Date**”), which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Holders entitled to such Defaulted Interest as provided in this Section 3.02(a). Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than 15 calendar days and not less than ten calendar days prior to the date of the proposed payment and not less than ten calendar days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be sent by first-class mail, postage prepaid, to each Holder at such Holder’s address as it appears in the registration books of the Note Registrar, not less than ten calendar days prior to

such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Holders in whose names the Notes are registered at the Close of Business on such Special Record Date and shall no longer be payable pursuant to Section 3.02(b).

(b) Alternatively, the Company may make payment of any Defaulted Interest (including any interest on such Defaulted Interest) in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Section 3.02(b), such manner of payment shall be deemed practicable by the Trustee.

Section 3.03 *Interest Rights Preserved.* Subject to the foregoing provisions of this Article 3 and, to the extent applicable, Section 2.05 and Section 2.06, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, including with respect to Additional Interest, which were carried by such other Note.

#### ARTICLE 4 SATISFACTION AND DISCHARGE

Section 4.01 *Satisfaction and Discharge.* When (a) the Company delivers to the Note Registrar all outstanding Notes (other than Notes replaced pursuant to Section 2.06) for cancellation or (b) all outstanding Notes have become due and payable, and the Company irrevocably deposits with the Trustee or delivers to the Holders, as applicable, cash and/or ADSs or Reference Property (in the case of ADSs or Reference Property, as the case may be, solely to satisfy outstanding conversions, if applicable) sufficient to pay all amounts due and owing on all outstanding Notes (other than Notes replaced pursuant to Section 2.06), whether at the Maturity Date, on a Redemption Date, on a Fundamental Change Repurchase Date, upon declaration of acceleration, upon conversion or otherwise, and if in any case the Company pays all other sums payable hereunder by the Company with respect to the outstanding Notes, then this Indenture shall, subject to Section 8.06, cease to be of further effect with respect to the Notes or any Holders. The Trustee shall acknowledge satisfaction and discharge of this Indenture with respect to the Notes on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company.

#### ARTICLE 5 PARTICULAR COVENANTS OF THE COMPANY

Section 5.01 *Payment of Principal, Premium and Interest.* The Company covenants and agrees that it will cause to be paid the principal of and premium, if any (including the Fundamental Change Repurchase Price, and the Redemption Price) and accrued and unpaid interest, including Additional Interest, on, and any Additional Amounts with respect to, each of the Notes at the places, at the respective times and in the manner provided herein and in the Notes. Notwithstanding anything to the contrary contained in this Indenture, the Company may, to the extent it is required to do so by law, deduct or withhold income or other taxes imposed by the United States of America or any state or local government from principal or interest

(including any Additional Interest) payments hereunder. The Company may, at its option, set-off taxes due with respect to any constructive dividend deemed received by a Holder on the Notes against payments of cash and ADSs on the Notes.

The Company shall pay interest (i) on any Certificated Notes (A) to Holders holding Certificated Notes having an aggregate principal amount of \$5,000,000 or less, by check mailed to the Holders of these Notes at their address as it appears in the Note Register and (B) to Holders holding Certificated Notes having an aggregate principal amount of more than \$5,000,000, either by check mailed to such Holders or, upon application by such Holder to the Note Registrar not later than the relevant Regular Record Date, by wire transfer in immediately available funds to that Holder's account within the United States, which application shall remain in effect until the Holder notifies, in writing, the Note Registrar to the contrary or (ii) on any Global Note by wire transfer of immediately available funds to the account of the Depository or its nominee.

If the Maturity Date, any earlier Fundamental Change Repurchase Date or Redemption Date falls on a date that is not a Business Day, the required payment will be made on the next succeeding Business Day and no interest on such payment will accrue in respect of such delay.

**Section 5.02** *Maintenance of Office or Agency.* The Company will maintain in the Borough of Manhattan, City of New York, New York, an office or agency where the Notes may be surrendered for registration of transfer or exchange or for presentation for payment or repurchase ("**Paying Agent**") or for conversion ("**Conversion Agent**") and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The office of Deutsche Bank Trust Company Americas, 60 Wall Street, 16th Floor, MS: NYC60-1630, New York, New York 10005, Attn: Corporates Team, Weibo Corporation; With a copy to: Deutsche Bank National Trust Company, 100 Plaza One — 8th Floor, MS: JCY03-0801, Jersey City, NJ 07311-3901, Attn: Corporates Team, Weibo Corporation, shall initially be such office or agency for all of the aforesaid purposes. The Company shall give prompt written notice to the Trustee of the location, and of any change in the location, of any such office or agency (other than a change in the location of the Corporate Trust Office of the Trustee). If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 17.03.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in New York, New York for such purposes.

**Section 5.03** *Appointments to Fill Vacancies in Trustee's Office.* The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 8.10, a Trustee, so that there shall at all times be a Trustee hereunder.

**Section 5.04** *Provisions as to Paying Agent.* (a) If the Company shall appoint a Paying Agent other than the Trustee, the Company will cause such Paying Agent to execute and deliver

to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 5.04:

(i) that it will hold all sums held by it as such agent for the payment of the principal of and premium, if any, and accrued and unpaid interest, including Additional Interest, on, and any Additional Amounts with respect to, the Notes in trust for the benefit of the Holders of the Notes;

(ii) that it will give the Trustee prompt written notice of any failure by the Company to make any payment of the principal of and premium, if any, and accrued and unpaid interest, including Additional Interest, on, and any Additional Amounts with respect to, the Notes when the same shall be due and payable; and

(iii) that at any time during the continuance of an Event of Default, upon request of the Trustee, it will forthwith pay to the Trustee all sums so held in trust.

The Company shall, on or before each due date of the principal of, or premium (including the Fundamental Change Repurchase Price and the Redemption Price), if any, or accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, the Notes, deposit with the Paying Agent a sum sufficient to pay such principal, premium (including the Fundamental Change Repurchase Price and the Redemption Price), if any, accrued and unpaid interest, including any Additional Interest, or any Additional Amounts, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee in writing of any failure to take such action, provided that if such deposit is made on the due date, such deposit must be received by the Paying Agent by the close of business on the Business Day immediately preceding such date.

(b) If the Company shall act as its own Paying Agent, it will, on or before each due date of the principal of, premium (including the Fundamental Change Repurchase Price and the Redemption Price), if any, accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, the Notes, set aside, segregate and hold in trust for the benefit of the Holders of the Notes a sum sufficient to pay such principal, premium (including the Fundamental Change Repurchase Price and the Redemption Price), if any, accrued and unpaid interest, including any Additional Interest, and any Additional Amounts so becoming due and will promptly notify the Trustee in writing of any failure to take such action and of any failure by the Company to make any payment of the principal of, premium (including the Fundamental Change Repurchase Price and the Redemption Price), if any, accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, the Notes when the same shall become due and payable.

(c) Anything in this Section 5.04 to the contrary notwithstanding, the Company may, at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by the Company or any Paying Agent hereunder as required by this Section 5.04, such sums to be held by the Trustee upon the trusts herein contained, and upon such payment by the Company or any Paying Agent to the Trustee, the Company or such Paying Agent shall be released from all further liability with respect to such sums.

(d) Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of or premium (including the Fundamental Change Repurchase Price and the Redemption Price), if any, or accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, any Note and remaining unclaimed for two years after such principal, premium (including the Fundamental Change Repurchase Price and the Redemption Price) or interest has become due and payable shall be paid to the Company on request of the Company contained in an Officers' Certificate, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment, shall at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in The Borough of Manhattan, The City of New York, New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 5.05 *Existence.* Subject to Article 12, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

Section 5.06 *Reports by the Company.*

(a) For so long as the Notes are outstanding, the Company shall file with the SEC the Company's annual and quarterly reports, information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act and will file such annual and quarterly reports, information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) with the Trustee, and make such information available through the mail or on the Company's website, within 15 days of the date on which it would be required to file the same with the SEC (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on Officers' Certificates). Any such report, information or document that the Company files with the SEC through the SEC's EDGAR database shall be deemed delivered to the Trustee for purposes of this Section 5.06(a) at the time of such filing through the EDGAR database; *provided however*, that the Trustee shall have no obligation whatsoever to determine if such filing has taken place.

(b) If, at any time during the six-month period beginning on, and including, the date that is six months after the last date of original issuance of the Notes, the Company fails to timely file any document or report that it is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (after giving effect to all applicable grace

periods thereunder and other than reports on Form 6-K), or the Notes are not otherwise freely tradable by Holders other than the Company's Affiliates (as a result of restrictions pursuant to U.S. securities laws or the terms of this Indenture or the Notes), the Company shall pay Additional Interest on the Notes. Such Additional Interest shall accrue on the Notes at the rate of 0.50% per annum of the principal amount of the Notes outstanding for each day during such period for which the Company's failure to file has occurred and is continuing or the period during which the Notes are not freely tradable by Holders that are not Affiliates of the Company, as the case may be, without restrictions pursuant to U.S. securities laws or the terms of this Indenture or the Notes. As used in this Section 5.06(b), documents or reports that the Company is required to "file" with the Commission pursuant to Section 13 or 15(d) of the Exchange Act does not include documents or reports that the Company furnishes to the Commission pursuant to Section 13 or 15 (d) of the Exchange Act.

(c) If, and for so long as, the restrictive legend on the Notes specified in Section 2.05(c) has not been removed, the Notes are assigned a restricted CUSIP number or the Notes are not otherwise freely tradable by Holders other than the Company's Affiliates (without restrictions pursuant to U.S. securities law or the terms of this Indenture or the Notes) as of the 375th day after the last date of original issuance of the Notes (including the last date of original issuance of additional Notes pursuant to the exercise of the Initial Purchasers' overallotment option pursuant to the Purchase Agreement), the Company shall pay Additional Interest on the Notes. Such Additional Interest will accrue on the Notes at the rate of 0.50% per annum of the principal amount of Notes outstanding until the restrictive legend on the Notes has been removed in accordance with Section 2.05(c), the Notes are assigned an unrestricted CUSIP number and the Notes are freely tradable by Holders other than the Company's Affiliates (without restrictions pursuant to U.S. securities law or the terms of this Indenture or the Notes).

(d) Additional Interest will be payable in arrears on each Interest Payment Date following accrual in the same manner as regular interest on the Notes.

(e) The obligation of the Company to pay Additional Interest pursuant to Section 5.06(b) or Section 5.06(c) is separate and distinct from, and in addition to, the obligation of the Company to pay Additional Interest under Section 7.01; *provided* that, in no event will the rate of any Additional Interest payable under this Section 5.06, when taken together with that of Additional Interest payable as described in Section 7.01, exceed a total rate of 0.50% per annum.

(f) If Additional Interest is payable by the Company pursuant to Section 5.06(b) or Section 5.06(c), the Company shall deliver to the Trustee an Officers' Certificate to that effect stating (i) the amount of such Additional Interest that is payable and (ii) the date on which such Additional Interest is payable. Unless and until a Responsible Officer of the Trustee receives at the Corporate Trust Office such a certificate, the Trustee may assume without inquiry that no such Additional Interest is payable. If the Company has paid Additional Interest directly to the Persons entitled to it, the Company shall deliver to the Trustee an Officers' Certificate setting forth the particulars of such payment.

(g) If the Company is required to pay Additional Interest pursuant to this Section 5.06, the Company may elect to designate an effective shelf registration statement for the resale of the Notes. For each day on which such shelf registration statement remains effective

and usable by Holders for the resale of the Notes, notwithstanding Section 5.06(b) or Section 5.06(c), Additional Interest will not accrue under Section 5.06(b) or Section 5.06(c). Any such registration will be effected on terms customary for the resale of convertible notes generally offered in reliance upon Rule 144A under the Securities Act.

(h) The Company shall not, and shall not permit any of its Subsidiaries to, resell any of the Notes that have been reacquired by the Company or any such Subsidiaries.

Section 5.07 *Stay, Extension and Usury Laws.* The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law that would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time hereafter in force, or that may affect the covenants or the performance of this Indenture; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.08 *Compliance Certificate; Statements as to Defaults.* The Company shall deliver to the Trustee within 120 days after the end of each Fiscal Year (beginning with the Fiscal Year ending on December 31, 2017) an Officers' Certificate stating whether or not the signer thereof has knowledge of any failure by the Company to comply with all conditions and covenants then required to be performed under this Indenture and, if so, specifying each such failure and the nature thereof.

In addition, the Company shall deliver to the Trustee, as soon as possible, and in any event within 30 days after the Company becomes aware of the occurrence of any Event of Default or Default, an Officers' Certificate setting forth the details of such Event of Default or Default, its status and the action that the Company is taking or proposes to take in respect thereof.

Section 5.09 *Delivery of Certain Information.* At any time when the Company is not subject to Sections 13 or 15(d) of the Exchange Act, upon the request of a Holder or any beneficial owner of Notes or holder or beneficial owner of ADSs deliverable upon conversion of Notes, the Company will promptly furnish or cause to be furnished Rule 144A Information (as defined below) to such Holder or any beneficial owner of Notes or holder or beneficial owner of ADSs deliverable upon conversion of Notes, or to a prospective purchaser of any such Note designated by any such Holder, as the case may be, to the extent required to permit compliance by such Holder or holder with Rule 144A in connection with the resale of any such Note. "Rule 144A Information" shall be such information as is specified pursuant to Rule 144A(d)(4) under

the Securities Act. Whether a Person is a beneficial owner shall be determined by the Company to the Company's reasonable satisfaction.

Section 5.10 *Payment of Additional Amounts.*

(a) All payments and deliveries made by the Company or any successor to the Company under or with respect to this Indenture and the Notes, including, but not limited to, payments of principal (including the Fundamental Change Repurchase Price, if applicable, and the Redemption Price, if applicable), payments of interest, including any Additional Interest, and deliveries of ADSs (together with payments of cash for any fractional ADSs, if applicable) upon conversion, shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or within any jurisdiction in which the Company or any successor to the Company is, for tax purposes, organized or otherwise resident or from or through which payment is made (or any political subdivision or taxing authority thereof or therein) (each, as applicable, a "**Relevant Taxing Jurisdiction**"), unless such withholding or deduction is required by law or by regulation or governmental policy having the force of law. In the event that any such withholding or deduction is so required, the Company or any successor to the Company shall pay to each Holder such additional amounts ("**Additional Amounts**") as may be necessary to ensure that the net amount received by the beneficial owner after such withholding or deduction (and after deducting any taxes on the Additional Amounts) shall equal the amounts that would have been received by such beneficial owner had no such withholding or deduction been required; provided that no Additional Amounts shall be payable:

(i) for or on account of:

(a) any tax, duty, assessment or other governmental charge that would not have been imposed but for:

(1) the existence of any present or former connection between the relevant Holder or beneficial owner of such Note and the Relevant Taxing Jurisdiction, other than merely holding such Note or the receipt of payments or the enforcement of rights thereunder, including, without limitation, such Holder or beneficial owner being or having been a national, domiciliary or resident of such Relevant Taxing Jurisdiction or treated as a resident thereof or being or having been physically present or engaged in a trade or business therein or having or having had a permanent establishment therein;

(2) the presentation of such Note (in cases in which presentation is required) more than 30 days after the later of the date on which the payment became due and payable pursuant to the terms thereof or was made or duly provided for, except to the extent that the holder or beneficial owner of such Note would have been entitled to such Additional Amounts on presenting such Note for payment on any date during such 30-day period; or

(3) the failure of the Holder or beneficial owner to comply with a timely request from the Company or any successor of the Company, addressed to the Holder or beneficial owner, as the case may be, to provide certification, information, documents or

other evidence concerning such Holder's or beneficial owner's nationality, residence, identity or connection with the Relevant Taxing Jurisdiction, or to make any declaration or satisfy any other reporting requirement relating to such matters, if and to the extent that due and timely compliance with such request is required by statute, regulation or administrative practice of the Relevant Taxing Jurisdiction to reduce or eliminate any withholding or deduction as to which Additional Amounts would have otherwise been payable to such Holder or beneficial owner;

(b) any estate, inheritance, gift, sale, transfer, excise, personal property or similar tax, assessment or other governmental charge;

(c) any tax, duty, assessment or other governmental charge that is payable otherwise than by withholding from payments under or with respect to the Notes;

(d) any tax, assessment, withholding or deduction required by FATCA, any current or future Treasury Regulations or rulings promulgated thereunder, any law, regulation or other official guidance enacted in any jurisdiction implementing FATCA, any intergovernmental agreement between the United States and any other jurisdiction to implement FATCA or any law enacted by such other jurisdiction to give effect to such agreement, or any agreement with the U.S. Internal Revenue Service under FATCA

(e) any combination of taxes, duties, assessments or other governmental charges referred to in the preceding clauses (a), (b), (c) or (d); or

(ii) with respect to any payment of the principal of (including the Fundamental Change Repurchase Price, if applicable, and the Redemption Price, if applicable), premium, if any, and interest, including any Additional Interest, on, such Note to a Holder, if the Holder is a fiduciary, partnership or person other than the sole beneficial owner of that payment to the extent that such payment would be required to be included in the income under the laws of the Relevant Taxing Jurisdiction, for tax purposes, of a beneficiary or settlor with respect to the fiduciary, a member of that partnership or a beneficial owner who would not have been entitled to such Additional Amounts had that beneficiary, settlor, partner or beneficial owner been the Holder thereof.

(b) The Company will make any required withholding or deduction of taxes and remit the full amount deducted or withheld to the relevant taxing jurisdiction in accordance with applicable law. The Company will furnish to the trustee, within 30 days after the date the payment of any taxes so deducted or withheld is due pursuant to applicable law, either certified copies of tax receipts evidencing such payment or, if such receipts are not obtainable, other evidence of payments reasonably satisfactory to the Trustee. Upon request, copies of those receipts or other evidence of payments, as the case may be, will be made available by the Trustee to the Holders or beneficial owners of the Notes.

(c) the Company will pay any stamp, issue, registration, court, documentary or value added taxes, or any other excise or property taxes, charges or similar levies (including,

in each case, interest and penalties) payable in respect of the creation, issue, offering, execution, delivery, registration, enforcement or making payments in respect of the Notes, or any documentation with respect thereto, excluding any such taxes, charges or similar levies imposed by any jurisdiction other than a Relevant Taxing Jurisdiction except those resulting from, or required to be paid in connection with, the enforcement of the Notes after the occurrence and during the continuance of a default with respect to the Notes.

(d) Any reference in this Indenture or the Notes in any context to the delivery of ADSs (together with payments of cash for any fractional ADSs) upon conversion of the Notes or the payment of principal of (including the Fundamental Change Repurchase Price, if applicable, and the Redemption Price, if applicable), and any premium or interest, including any Additional Interest, on, any Note or any other amount payable with respect to such Note, shall be deemed to include any Additional Amounts, unless the context requires otherwise, that are or may be payable with respect to that amount under the obligations referred to in this Section 5.10.

(e) The foregoing obligations shall survive termination or discharge of this Indenture.

Section 5.11 *Further Instruments and Acts.* Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

## ARTICLE 6 LISTS OF HOLDERS AND REPORTS BY THE COMPANY AND THE TRUSTEE

Section 6.01 *Lists of Holders.* The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee, if the Trustee is not the Note Registrar, promptly after any Record Date, and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

Section 6.02 *Preservation and Disclosure of Lists.*

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the Holders contained in the most recent list furnished to it as provided in Section 6.01 or maintained by the Trustee in its capacity as Note Registrar, if so acting. The Trustee may destroy any list furnished to it as provided in Section 6.01 upon receipt of a new list so furnished.

(b) The rights of Holders to communicate with other Holders with respect to their rights under this Indenture or under the Notes and the corresponding rights and duties of the Trustee, shall be as provided by the Trust Indenture Act.

(c) Every Holder, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them shall be held accountable by reason of any disclosure of information as to names and addresses of Holders made pursuant to the Trust Indenture Act.

Section 6.03 *Reports by Trustee.* (a) The Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto. If required by Section 313(a) of the Trust Indenture Act, the Trustee shall, within 60 days after each June 15 following the date of this Indenture, deliver to Holders a brief report, dated as of such June 15, that complies with the provisions of such Section 313 (a).

(b) A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each securities exchange and automated quotation system upon which the Notes are listed and with the Company. The Company will notify the Trustee in writing within a reasonable time when the Notes are listed on any securities exchange or automated quotation system and when any such listing is discontinued.

## ARTICLE 7 DEFAULTS AND REMEDIES

Section 7.01 *Events of Default.* (a) Each of the following shall be an “**Event of Default**”:

- (i) default for 30 days in payment of any interest (including any Additional Interest) when due and payable on the Notes;
- (ii) default in payment of principal of the Notes when due and payable at maturity, upon redemption, upon required repurchase following a Fundamental Change, upon declaration of acceleration or otherwise;
- (iii) default in the obligations of the Company to satisfy the Conversion Obligation upon exercise of a Holder’s conversion right and such default is not cured or such conversion is not rescinded within three Business Days;
- (iv) failure by the Company to comply with its obligations under Article 12;
- (v) default in the notice obligations under Section 14.01, Section 15.03 or Section 15.11 or Section 16.02;
- (vi) default by the Company or any of its Significant Subsidiaries in the payment of principal, interest or premium when due under any other instruments of Indebtedness having an aggregate outstanding principal amount of \$50 million (or its equivalent in any other currency or currencies) or more in the aggregate of the Company and/or any Subsidiary of the Company, whether such Indebtedness now exists or shall hereafter be created, which default results (A) in such Indebtedness becoming or being declared due and payable or (B) from a failure to pay the principal of any such Indebtedness when due and payable at its stated maturity, upon redemption, upon required purchase, upon declaration of acceleration or otherwise and, in each case, such default continues for more than 30 days after the expiration of any grace period or extension of time for payment applicable thereto; *provided* that any such Event of Default shall be deemed cured and not continuing upon payment of such Indebtedness, rescission of such declaration of acceleration or waiver or with consent of the lender;

(vii) default by the Company in the performance of any other covenants or agreements contained in this Indenture or the Notes for 60 days after written notice to the Company from the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes;

(viii) failure by the Company or any of its Significant Subsidiaries to pay final judgments aggregating in excess of \$50 million (excluding any amounts covered by insurance), which final judgments remain unpaid, undischarged or unstayed for a period of more than 60 days;

(ix) the Company or any Significant Subsidiary pursuant to or within the meaning of any Bankruptcy Law:

(a) commences a voluntary case;

(b) consents to the entry of an order for relief against it in an involuntary case;

(c) consents to the appointment of a custodian of it or for all or substantially all of its property;

(d) makes a general assignment for the benefit of its creditors; or

(e) generally is not paying its debts as they become due; or

(x) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(a) is for relief against the Company or any Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary, in an involuntary case;

(b) appoints a custodian of the Company or any Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Company or any of its Subsidiaries; or

(c) orders the liquidation of the Company or any Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary and the order or decree remains unstayed and in effect for 60 consecutive days.

(b) Notwithstanding anything to the contrary in this Indenture and without limitation of the Holders' rights in the event of the occurrence of any other Event of Default, to the extent elected by the Company, the sole remedy for an Event of Default relating to the failure to comply with Section 5.06(a) hereof will, for the first 180 days after the occurrence of such an Event of Default (which occurrence will be the 60th day after written notice is provided to the Company in accordance with an Event of Default pursuant to Section 7.01(a)(vii)), consist

exclusively of the right to receive Additional Interest on the Notes at an annual rate equal to (x) 0.25% of the outstanding principal amount of the Notes for the first 90 days such Event of Default is continuing in such 180-day period and (y) 0.50% of the outstanding principal amount of the Notes for the remaining 90 days such Event of Default is continuing in such 180-day period. The Additional Interest payable pursuant to this Section 7.01(b) will be in addition to any Additional Interest that may accrue pursuant to Section 5.06; *provided* that, in no event will the rate of any such Additional Interest payable described in this Section 7.01(b), when taken together with that of Additional Interest payable as described under Section 5.06, exceed a total rate of 0.50% per annum. If the Company so elects, the Additional Interest payable under this Section 7.01(b) will be payable on all Notes outstanding from and including the date on which such Event of Default first occurs (which will be the 60th day after written notice is provided to the Company in accordance with an Event of Default pursuant to Section 7.01(a)(vii)) to, but excluding, the 181st day thereafter, or such earlier date on which such Event of Default has been cured or waived or ceases to exist. On the 181st day after such Event of Default, if such Event of Default has not been cured or waived prior to such 181st day, the Notes will be subject to acceleration as provided in Section 7.02. In the event the Company does not elect to pay the Additional Interest payable pursuant to this Section 7.01(b) upon an Event of Default in accordance with this paragraph, the Notes will be subject to acceleration as provided in Section 7.02. To the extent the Company elects to pay Additional Interest pursuant to this Section 7.01(b), it will be payable in arrears on each Interest Payment Date following accrual in the same manner as regular interest on the Notes.

In order to elect to pay the Additional Interest payable pursuant to this Section 7.01(b) as the sole remedy during the first 180 days after the occurrence of an Event of Default relating to the failure to comply with Section 5.06(a) in accordance with the immediately preceding paragraph, the Company must notify all Holders, the Trustee and Paying Agent of such election on or before the close of business on the date on which such Event of Default first occurs. Upon the failure to timely give all Holders, the Trustee and Paying Agent such notice, the Notes will be immediately subject to acceleration as provided in Section 7.02.

**Section 7.02** *Acceleration.* Subject to Section 7.01(b), if an Event of Default occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% of the aggregate principal amount of the outstanding Notes by notice to the Company and the Trustee, may, and the Trustee at the request of such Holders shall, declare 100% of the principal of and accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, all the Notes to be due and payable. Upon such a declaration of acceleration, all principal and accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, the Notes will be due and payable immediately. However, upon an Event of Default arising out of Section 7.01(a)(ix) or (x) involving the Company, the aggregate principal amount and accrued and unpaid interest, including any Additional Interest, and any Additional Amounts, will be due and payable immediately.

**Section 7.03** *Payments of Notes on Default; Suit Therefor.* If an Event of Default described in clause (i) or (ii) of Section 7.01(a) shall have occurred and be continuing, the Company shall, upon demand of the Trustee, pay to it, for the benefit of the Holders of the Notes, the whole amount then due and payable on the Notes for principal, premium, if any, and interest, with interest on any overdue principal, premium, if any, interest, at the rate borne by the

Notes at such time, and, in addition thereto, such further amount as shall be sufficient to cover any amounts due to the Trustee under Section 8.06. If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon the Notes and collect the monies adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Notes, wherever situated.

In the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor on the Notes under any Bankruptcy Law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or such other obligor, the property of the Company or such other obligor, or in the event of any other judicial proceedings relative to the Company or such other obligor upon the Notes, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 7.03, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal premium, if any, and accrued and unpaid interest in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents and to take such other actions as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceedings relative to the Company or any other obligor on the Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due the Trustee under Section 8.06; and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Holders to make such payments to the Trustee, as administrative expenses, and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for reasonable compensation, expenses, advances and disbursements, including agent's and counsel fees, and including any other amounts due to the Trustee under Section 8.06 hereof, incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses, advances and disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property that the Holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Holder or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the Holders of the Notes, and it shall not be necessary to make any Holders of the Notes parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such waiver or rescission and annulment or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Holders, and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Holders, and the Trustee shall continue as though no such proceeding had been instituted.

Section 7.04 *Application of Monies Collected by Trustee.* Any monies collected by the Trustee pursuant to this Article 7 with respect to the Notes shall be applied in the order following, at the date or dates fixed by the Trustee for the distribution of such monies, upon presentation of the several Notes, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First, to the payment of all amounts due the Trustee under this Indenture;

Second, in case the principal of the outstanding Notes shall not have become due and be unpaid, to the payment of interest on the Notes, including any Additional Interest, in default in the order of the date due of the installments of such interest, with interest (to the extent that such interest has been collected by the Trustee) upon the overdue installments of interest at the rate borne by the Notes at such time, such payments to be made ratably to the Persons entitled thereto;

Third, in case the principal of the outstanding Notes shall have become due, by declaration or otherwise, and be unpaid to the payment of the whole amount including the payment of the Fundamental Change Repurchase Price, the Redemption Price and the cash component of the Conversion Obligation, if any, then owing and unpaid upon the Notes for principal and premium, if any, and interest, including any Additional Interest, with interest on the overdue principal and premium, if any, and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest at the rate borne by the Notes at such time, and any Additional Amounts and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon the Notes, then to the payment of such principal and premium, if any, and interest without preference or priority of principal and premium, if any, over interest, or of interest over principal and premium, if any, or of any installment of interest over any other

installment of interest, or of any Note over any other Note, ratably to the aggregate of such principal and premium, if any, and accrued and unpaid interest; and

Fourth, to the payment of the remainder, if any, to the Company.

Section 7.05 *Proceedings by Holders*. Subject to the immediately following paragraph, no Holder of any Note shall have any right by virtue of or by availing of any provision of this Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless:

(i) such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as hereinbefore provided;

(ii) the Holders of not less than 25% of the aggregate principal amount of the Notes then outstanding shall have made written request to the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder;

(iii) such Holders shall have offered to the Trustee such security or indemnity reasonably satisfactory to it against any loss, liability or expense to be incurred therein or thereby;

(iv) the Trustee for 60 days after its receipt of such notice, request and offer of such security or indemnity, shall have neglected or refused to institute any such action, suit or proceeding; and

(v) no direction that, in the opinion of the Trustee, is inconsistent with such written request shall have been given to the Trustee by the Holders of a majority of the principal amount of the Notes outstanding within such 60-day period pursuant to Section 7.08;

*provided* that, (x) it being understood and intended, and being expressly covenanted by the taker and Holder of every Note with every other taker and Holder and the Trustee that no one or more Holders shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of any other Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders), or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders (except as otherwise provided herein) and (y) for the protection and enforcement of this Section 7.05, each and every Holder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of this Indenture and any provision of any Note, the right of any Holder to receive payment of the principal of and premium, if any (including the Fundamental Change Repurchase Price and the Redemption Price), and accrued and unpaid interest, including any accrued and unpaid Additional Interest, on, and any Additional Amounts

with respect to, such Note, on or after the respective due dates expressed or provided for in such Note or in this Indenture, or to institute suit for the enforcement of any such payment on or after such respective dates against the Company shall not be impaired or affected without the consent of such Holder.

Anything in this Indenture or the Notes to the contrary notwithstanding, the Holder of any Note, without the consent of either the Trustee or the Holder of any other Note, on its own behalf and for its own benefit, may enforce, and may institute and maintain any proceeding suitable to enforce, its rights of conversion as provided herein.

**Section 7.06** *Proceedings by Trustee.* In case of an Event of Default the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

**Section 7.07** *Remedies Cumulative and Continuing.* Except as provided in the last paragraph of Section 2.06, all powers and remedies given by this Article 7 to the Trustee or to the Holders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the Holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any Holder of any of the Notes to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or any acquiescence therein; and, subject to the provisions of Section 7.05, every power and remedy given by this Article 7 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

**Section 7.08** *Direction of Proceedings and Waiver of Defaults by Majority of Holders.* The Holders of a majority of the aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 9.04 shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to Notes; provided, however, that (a) such direction shall not be in conflict with any rule of law or with this Indenture, and (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. The Trustee may refuse to follow any direction that it determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. The Holders of a majority in aggregate principal amount of the Notes at the time outstanding determined in accordance with Section 9.04 may on behalf of the Holders of all of the Notes waive any past Default or Event of Default or rescind a declaration of acceleration hereunder and its consequences except with respect to (i) nonpayment of principal (including any Fundamental Change Repurchase Price or any Redemption Price) of, interest, including Additional Interest, if any, on, or any Additional Amounts with respect to, any Note when due that has not been cured pursuant to the provisions of Section 7.01, (ii) the Company's failure to comply with its obligation to convert the Notes in accordance with this Indenture upon exercise of a Holder's

conversion right; or (iii) any provision under this Indenture that cannot be modified or amended without the consent of the Holders of each outstanding Note affected so long as, in each case, (x) such rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (y) all existing Defaults and Events of Default (other than as a result of (i) or (ii) above) that have become due solely by such declaration of acceleration, have been cured or waived. Upon any such waiver the Company, the Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Default or Event of Default hereunder shall have been waived as permitted by this Section 7.08, said Default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 7.09 *Notice of Defaults.* The Trustee shall, within 90 days after the occurrence and continuance of a Default of which a Responsible Officer has actual knowledge, mail to all Holders as the names and addresses of such Holders appear upon the Note Register, notice of all Defaults known to a Responsible Officer, unless such Defaults shall have been cured or waived before the giving of such notice; and provided that, except in the case of an Event of Default in the payment of the principal of, or premium, if any, accrued and unpaid interest, including any accrued and unpaid Additional Interest, on, and any Additional Amounts with respect to, any of the Notes, including without limiting the generality of the foregoing any Default in the payment of any Fundamental Change Repurchase Price or any Redemption Price, then in any such event the Trustee shall be protected in withholding such notice if and so long as it in good faith determine that the withholding of such notice is in the interests of the Holders.

Section 7.10 *Undertaking to Pay Costs.* All parties to this Indenture agree, and each Holder of any Note by its acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided that the provisions of this Section 7.10 (to the extent permitted by law) shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Notes at the time outstanding determined in accordance with Section 9.04, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or premium, if any, accrued and unpaid interest, if any, on any Note (including, but not limited to, the Fundamental Change Repurchase Price and the Redemption Price with respect to the Notes being repurchased or redeemed as provided in this Indenture) on or after the due

date expressed or provided for in such Note or to any suit for the enforcement of the right to convert any Note in accordance with the provisions of Article 15.

ARTICLE 8  
CONCERNING THE TRUSTEE

Section 8.01 *Duties and Responsibilities of Trustee.* The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs; provided that if an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity and/or security reasonably satisfactory to it against any loss, liability, costs and expenses that might be incurred by it in compliance with such request or direction.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

- (a) prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default that may have occurred:
  - (i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture and, after it has been qualified thereunder, the Trust Indenture Act, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture and the Trust Indenture Act against the Trustee; and
  - (ii) in the absence of gross negligence and willful misconduct on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but, in the case of any such certificates or opinions that by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein);
- (b) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Notes at the time outstanding determined as provided in Section 9.04 relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(d) whether or not therein provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee shall be subject to the provisions of this Section;

(e) the Trustee shall not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent or any records maintained by any co-Note Registrar with respect to the Notes;

(f) if any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred, unless such Responsible Officer of the Trustee had actual knowledge of such event;

(g) in the absence of written investment direction from the Company, all cash received by the Trustee shall be placed in a non-interest bearing trust account, and in no event shall the Trustee be liable for the selection of investments or for investment losses incurred thereon or for losses incurred as a result of the liquidation of any such investment prior to its maturity date or the failure of the party directing such investments prior to its maturity date or the failure of the party directing such investment to provide timely written investment direction, and the Trustee shall have no obligation to invest or reinvest any amounts held hereunder in the absence of such written investment direction from the Company;

(h) in the event that the Trustee is also acting as Custodian, Note Registrar, Paying Agent, Conversion Agent or transfer agent hereunder, the rights and protections afforded to the Trustee pursuant to this Article 8 shall also be afforded to such Custodian, Note Registrar, Paying Agent, Conversion Agent or transfer agent;

(i) none of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers;

(j) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder; and

(k) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

Section 8.02 *Reliance on Documents, Opinions, Etc.* Except as otherwise provided in Section 8.01:

- (a) the Trustee may conclusively rely and shall be fully protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, note, coupon or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties;
- (b) any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed); and any Board Resolution may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company;
- (c) the Trustee may consult with counsel of its selection and require an Opinion of Counsel and any advice of such counsel or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;
- (d) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby;
- (e) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company at reasonable times, in a reasonable manner and upon reasonable advance notice, personally or by agent or attorney at the expense of the Company and shall incur no liability of any kind by reason of such inquiry or investigation;
- (f) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, custodians, nominees or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, custodian, nominee or attorney appointed by it with due care hereunder;
- (g) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, including as Conversion Agent, and each agent, custodian and other Person employed to act hereunder; and
- (h) the permissive rights of the Trustee enumerated herein shall not be construed as duties.

In no event shall the Trustee be liable for any special, indirect, punitive, or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Notes, except (1) any Default or Event of Default of which a Responsible Officer shall have actual knowledge or (2) any Default or Event of Default of which written notice shall have been given to the Trustee by the Company or by any Holder of the Notes during any period it is serving as Note Registrar and Paying Agent for the Notes, or (3) any Event of Default occurring pursuant to Sections 7.01(a)(i), 7.01(a)(ii), 7.01(a)(ix) or 7.01(a)(x).

Section 8.03 *No Responsibility for Recitals, Etc.* The recitals contained herein and in the Notes (except in the Trustee's certificate of authentication) shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of any Notes or the proceeds of any Notes authenticated and delivered by the Trustee in conformity with the provisions of this Indenture other than the Trustee's certificate of authentication.

Section 8.04 *Trustee, Paying Agents, Conversion Agents or Note Registrar May Own Notes.* The Trustee, any Paying Agent, any Conversion Agent or Note Registrar, in its individual or any other capacity, may become the owner or pledgee of Notes with the same rights it would have if it were not the Trustee, Paying Agent, Conversion Agent or Note Registrar.

Section 8.05 *Monies to Be Held in Trust.* All monies received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as may be agreed in writing from time to time by the Company and the Trustee.

Section 8.06 *Compensation and Expenses of Trustee.* The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall receive, such compensation as shall be agreed in writing between the Company and the Trustee for all services rendered by it hereunder in any capacity (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and the Company will pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances reasonably incurred or made and reasonably documented by the Trustee in accordance with any of the provisions of this Indenture in any capacity thereunder (including the reasonable compensation and the expenses and disbursements of its agents and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advance as shall have been caused by its gross negligence or willful misconduct. The Company also covenants to indemnify the Trustee in any capacity under this Indenture and any other document or transaction entered into in connection herewith and to hold it harmless against, any and all loss, claim, damage, liability or expense, including taxes (other than taxes based on the income of the Trustee), incurred without gross negligence or willful misconduct on the part of the Trustee and arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending the Trustee against any claim (whether asserted by the Company, a Holder or any

other Person) of liability in the premises. The obligations of the Company under this Section 8.06 to compensate or indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall be secured by a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by the Trustee, except, subject to the effect of Section 7.04, funds held in trust herewith for the benefit of the Holders of particular Notes. The Trustee's right to receive payment of any amounts due under this Section 8.06 shall not be subordinate to any other liability or Indebtedness of the Company (even though the Notes may be so subordinated). The obligations of the Company under this Section 8.06 shall survive the satisfaction and discharge of this Indenture and the earlier resignation or removal of the Trustee. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. The indemnification provided in this Section 8.06 shall survive the termination or defeasance of this Indenture and the resignation or removal of the Trustee. The Trustee shall notify the Company promptly of any claim of which a Responsible Officer receives written notice for which it may seek indemnity.

Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee and its agents and any authenticating agent incur expenses or render services after an Event of Default specified in Section 7.01(a)(ix) or Section 7.01(a)(x) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy, insolvency or similar laws.

Section 8.07 *Officers' Certificate as Evidence.* Except as otherwise provided in Section 8.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such Officers' Certificate, in the absence of negligence or willful misconduct on the part of the Trustee, shall be full warrant to the Trustee for any action taken or omitted by it under the provisions of this Indenture upon the faith thereof.

Section 8.08 *Conflicting Interests of Trustee.* If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either (a) eliminate such interest within 90 days or (b) resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture.

Section 8.09 *Eligibility of Trustee.* There shall at all times be a Trustee hereunder which shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least \$50,000,000. If such Person publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in

accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 8.10 *Resignation or Removal of Trustee.*

(a) The Trustee may at any time resign by giving written notice of such resignation to the Company and by mailing notice thereof to the Holders at their addresses as they shall appear on the Note Register. Upon receiving such notice of resignation, the Company shall promptly appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 60 days after the mailing of such notice of resignation to the Holders, the resigning Trustee may, upon ten Business Days' notice to the Company and the Holders, petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor trustee, or any Holder who has been a bona fide Holder of a Note or Notes for at least six months may, subject to the provisions of Section 7.10, on behalf of himself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with Section 8.08 within a reasonable time after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Note or Notes for at least six months, or

(ii) the Trustee shall cease to be eligible in accordance with the provisions of Section 8.09 and shall fail to resign after written request therefor by the Company or by any such Holder, or

(iii) the Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Company may by a Board Resolution remove the Trustee and appoint a successor trustee by written instrument, in duplicate, executed by order of the Board of Directors, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee, or, subject to the provisions of Section 7.10, any Holder who has been a bona fide Holder of a Note or Notes for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Holders of a majority in aggregate principal amount of the Notes at the time outstanding, as determined in accordance with Section 9.04, may at any time remove the Trustee and nominate a successor trustee that shall be deemed appointed as successor trustee unless within ten days after notice to the Company of such nomination the Company objects

thereto, in which case the Trustee so removed or any Holder, upon the terms and conditions and otherwise as in Section 8.10 (a) provided, may petition, at the expense of the Company, any court of competent jurisdiction for an appointment of a successor trustee.

(d) Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 8.10 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.11.

Section 8.11 *Acceptance by Successor Trustee.* Any successor trustee appointed as provided in Section 8.10 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as trustee herein; but, nevertheless, on the written request of the Company or of the successor trustee, the trustee ceasing to act shall, upon payment of any amounts then due it pursuant to the provisions of Section 8.06, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act.

Upon the reasonable written request of any such successor trustee, the Company shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a senior claim to which the Notes are hereby made subordinate on all money or property held or collected by such trustee as such, except for funds held in trust for the benefit of Holders of particular Notes, to secure any amounts then due it pursuant to the provisions of Section 8.06.

No successor trustee shall accept appointment as provided in this Section 8.11 unless at the time of such acceptance such successor trustee shall be qualified under the provisions of Section 8.08 and be eligible under the provisions of Section 8.09.

Upon acceptance of appointment by a successor trustee as provided in this Section 8.11, each of the Company and the successor trustee, at the written direction and at the expense of the Company, shall mail or cause to be mailed notice of the succession of such trustee hereunder to the Holders at their addresses as they shall appear on the Note Register. If the Company fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Company.

Section 8.12 *Succession by Merger, Etc.* Any corporation or other entity into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee (including the administration of this Indenture), shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that in the case of any corporation or other entity succeeding to all or substantially all of the corporate trust business of the Trustee, such

corporation or other entity shall be qualified under the provisions of Section 8.08 and eligible under the provisions of Section 8.09.

In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee or authenticating agent appointed by such predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee or an authenticating agent appointed by such successor trustee may authenticate such Notes either in the name of any predecessor trustee hereunder or in the name of the successor trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have; provided, however, that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Notes in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

Section 8.13 *Limitation on Rights of Trustee as Creditor.* If and when the Trustee shall be or become a creditor of the Company (or any other obligor upon the Notes), after qualification under the Trust Indenture Act, the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of the claims against the Company (or any such other obligor).

Section 8.14 *Trustee's Application for Instructions from the Company.* Any application by the Trustee for written instructions from the Company (other than with regard to any action proposed to be taken or omitted to be taken by the Trustee that affects the rights of the Holders of the Notes under this Indenture) may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three Business Days after the date any officer that the Company has indicated to the Trustee should receive such application actually receives such application, unless any such officer shall have consented in writing to any earlier date), unless, prior to taking any such action (or the effective date in the case of any omission), the Trustee shall have received written instructions in accordance with this Indenture in response to such application specifying the action to be taken or omitted.

## ARTICLE 9 CONCERNING THE HOLDERS

Section 9.01 *Action by Holders.* Whenever in this Indenture it is provided that the Holders of a specified percentage in aggregate principal amount of the Notes may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action, the Holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by Holders in person or by agent or proxy appointed in writing, or (b) by the record of the Holders voting in favor thereof at any

meeting of Holders duly called and held in accordance with the provisions of Article 10, or (c) by a combination of such instrument or instruments and any such record of such a meeting of Holders. Whenever the Company or the Trustee solicits the taking of any action by the Holders of the Notes, the Company or the Trustee may, but shall not be required to, fix in advance of such solicitation, a date as the record date for determining Holders entitled to take such action. The record date if one is selected shall be not more than fifteen days prior to the date of commencement of solicitation of such action.

Section 9.02 *Proof of Execution by Holders.* Subject to the provisions of Section 8.01, Section 8.02 and Section 10.05, proof of the execution of any instrument by a Holder or its agent or proxy shall be sufficient if made in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee. The holding of Notes shall be proved by the Note Register or by a certificate of the Note Registrar. The record of any Holders' meeting shall be proved in the manner provided in Section 10.06.

Section 9.03 *Who Are Deemed Absolute Owners.* The Company, the Trustee, any authenticating agent, any Paying Agent, any Conversion Agent and any Note Registrar may deem the Person in whose name a Note shall be registered upon the Note Register to be, and may treat it as, the absolute owner of such Note (whether or not such Note shall be overdue and notwithstanding any notation of ownership or other writing thereon made by any Person other than the Company or any Note Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and (subject to Section 2.03) accrued and unpaid interest on such Note, for conversion of such Note and for all other purposes; and neither the Company nor the Trustee nor any Paying Agent nor any Conversion Agent nor any Note Registrar shall be affected by any notice to the contrary. All such payments so made to any Holder for the time being, or upon its order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for monies payable upon any such Note. Notwithstanding anything to the contrary in this Indenture or the Notes following an Event of Default, any Holder of a beneficial interest in a Global Note may directly enforce against the Company, without the consent, solicitation, proxy, authorization or any other action of the Depositary or any other Person, such Holder's right to exchange such beneficial interest for a Note in certificated form in accordance with the provisions of this Indenture.

Section 9.04 *Company-Owned Notes Disregarded.* In determining whether the Holders of the requisite aggregate principal amount of Notes have concurred in any request, demand, direction, authorization, notice, consent, waiver or other action under this Indenture (including for purposes of Article 7 and Article 11), Notes that are owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded and deemed not to be outstanding for the purpose of any such determination; provided that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, consent, waiver or other action only Notes that a Responsible Officer actually knows are so owned shall be so disregarded. Notes so owned that have been pledged in good faith may be regarded as outstanding for the purposes of this Section 9.04 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to so act with respect to such Notes and that the pledgee is not the Company or a Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. In the case of a dispute as to such right, any decision by the Trustee taken upon the

advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the Company shall furnish to the Trustee promptly an Officers' Certificate listing and identifying all Notes, if any, known by the Company to be owned or held by or for the account of any of the above described Persons; and, subject to Section 8.01, the Trustee shall be entitled to accept such Officers' Certificate as conclusive evidence of the facts therein set forth and of the fact that all Notes not listed therein are outstanding for the purpose of any such determination.

Section 9.05 *Revocation of Consents; Future Holders Bound.* At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 9.01, of the taking of any action by the Holders of the percentage in aggregate principal amount of the Notes specified in this Indenture in connection with such action, any Holder of a Note that is shown by the evidence to be included in the Notes the Holders of which have consented to such action may, by filing written notice with the Trustee at its Corporate Trust Office and upon proof of holding as provided in Section 9.02, revoke such action so far as concerns such Note. Except as aforesaid, any such action taken by the Holder of any Note shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Note and of any Notes issued in exchange or substitution therefor or upon registration of transfer thereof, irrespective of whether any notation in regard thereto is made upon such Note or any Note issued in exchange or substitution therefor or upon registration of transfer thereof.

## ARTICLE 10 HOLDERS' MEETINGS

Section 10.01 *Purpose of Meetings.* A meeting of Holders may be called at any time and from time to time pursuant to the provisions of this Article 10 for any of the following purposes:

- (a) to give any notice to the Company or to the Trustee or to give any directions to the Trustee permitted under this Indenture, or to consent to the waiving of any Default or Event of Default hereunder and its consequences, or to take any other action authorized to be taken by Holders pursuant to any of the provisions of Article 7;
- (b) to remove the Trustee and nominate a successor trustee pursuant to the provisions of Article 8;
- (c) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 11.02; or
- (d) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Notes under any other provision of this Indenture or under applicable law.

Section 10.02 *Call of Meetings by Trustee.* The Trustee may at any time call a meeting of Holders to take any action specified in Section 10.01, to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of the Holders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting and the establishment of any Record Date pursuant to Section 9.01, shall be mailed to Holders of such Notes at their addresses as they shall appear on the Note Register. Such notice shall also be

mailed to the Company. Such notices shall be mailed not less than 20 nor more than 90 days prior to the date fixed for the meeting.

Any meeting of Holders shall be valid without notice if the Holders of all Notes then outstanding are present in person or by proxy or if notice is waived before or after the meeting by the Holders of all Notes outstanding, and if the Company and the Trustee are either present by duly authorized representatives or have, before or after the meeting, waived notice.

Section 10.03 *Call of Meetings by Company or Holders.* In case at any time the Company, pursuant to a Board Resolution, or the Holders of at least 10% in aggregate principal amount of the Notes then outstanding, shall have requested the Trustee to call a meeting of Holders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed the notice of such meeting within twenty days after receipt of such request, then the Company or such Holders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 10.01, by mailing notice thereof as provided in Section 10.02.

Section 10.04 *Qualifications for Voting.* To be entitled to vote at any meeting of Holders a Person shall (a) be a Holder of one or more Notes on the record date pertaining to such meeting or (b) be a Person appointed by an instrument in writing as proxy by a Holder of one or more Notes on the record date pertaining to such meeting. The only Persons who shall be entitled to be present or to speak at any meeting of Holders shall be the Persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

Section 10.05 *Regulations.* Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders, in regard to proof of the holding of Notes and of the appointment of proxies, and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 10.03, in which case the Company or the Holders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Holders of a majority in principal amount of the Notes represented at the meeting and entitled to vote at the meeting.

Subject to the provisions of Section 9.04, at any meeting of Holders each Holder or proxyholder shall be entitled to one vote for each \$1,000 principal amount of Notes held or represented by it; provided, however, that no vote shall be cast or counted at any meeting in respect of any Note challenged as not outstanding and ruled by the chairman of the meeting to be not outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Notes held by it or instruments in writing as aforesaid duly designating it as the proxy to vote on behalf of other Holders. Any meeting of Holders duly called pursuant to the provisions of Section 10.02 or Section 10.03 may be adjourned from time to time by the Holders of a majority

of the aggregate principal amount of Notes represented at the meeting, whether or not constituting a quorum, and the meeting may be held as so adjourned without further notice.

Section 10.06 *Voting*. The vote upon any resolution submitted to any meeting of Holders shall be by written ballot on which shall be subscribed the signatures of the Holders or of their representatives by proxy and the outstanding principal amount of the Notes held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 10.02. The record shall show the principal amount of the Notes voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 10.07 *No Delay of Rights by Meeting*. Nothing contained in this Article 10 shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Holders or any rights expressly or impliedly conferred hereunder to make such call, any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee or to the Holders under any of the provisions of this Indenture or of the Notes.

#### ARTICLE 11 SUPPLEMENTAL INDENTURES

Section 11.01 *Supplemental Indentures Without Consent of Holders*. The Company and the Trustee, at the Company's expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

- (a) (1) to cure any ambiguity, manifest error or defect or (2) cure any omission or inconsistency;
- (b) to provide for the assumption by a Successor Company of the obligations of the Company under this Indenture pursuant to Article 12;
- (c) to add guarantees with respect to the Notes;
- (d) to provide for a successor Trustee in accordance with the terms of this Indenture or to otherwise comply with any requirement of this Indenture;

- (e) to provide for the conversion of the Notes into Reference Property, to the extent that the Company deems such amendment necessary or advisable in connection with the conversion of the Notes into Reference Property;
- (f) to increase the Conversion Rate;
- (g) to secure the Notes;
- (h) to add to the covenants of the Company for the benefit of the Holders or surrender any right or power conferred upon the Company;
- (i) to provide for the conversion of Notes in accordance with the terms of this Indenture; or
- (j) to make any change that does not adversely affect the rights of any Holder in any material respect; *provided, however*, that any amendment to conform the provisions of this Indenture or the Notes to the “Description of the Notes” Section in the Offering Memorandum, will be deemed not to adversely affect the rights of any Holder.

Upon the written request of the Company, the Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any supplemental indenture that affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 11.01 may be executed by the Company and the Trustee without the consent of the Holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 11.02.

Section 11.02 *Supplemental Indentures With Consent of Holders.* With the consent (evidenced as provided in Article 9) of the Holders of at least a majority of the aggregate principal amount of the Notes at the time outstanding (determined in accordance with Article 9 and including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), the Company, when authorized by the resolutions of the Board of Directors and the Trustee, at the Company’s expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or any supplemental indenture or of modifying in any manner the rights of the Holders of the Notes or waiving any past default; *provided, however*, that no such supplemental indenture shall:

- (a) reduce the amount of Notes whose Holders must consent to an amendment;
- (b) reduce the rate, or extend the stated time for payment, of interest, including any Additional Interest, on any Note;
- (c) reduce the principal, or extend the stated Maturity Date, of any Note;

- (d) make any change that impairs or adversely affects the conversion rights of any Notes;
- (e) reduce the Redemption Price, the Fundamental Change Repurchase Price of any Note or amend or modify in any manner adverse to the Holders the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;
- (f) change the place or currency of payment of principal or interest, including any Additional Interest, in respect of any Note;
- (g) impair the right of any Holder to receive payment of principal of and interest, including any Additional Interest, on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Note;
- (h) adversely affect the ranking of the Notes as senior unsecured Indebtedness of the Company;
- (i) change the Company's obligation to pay Additional Amounts on any Note; or
- (j) make any change in this Article 11 or in the waiver provisions in Section 7.01 or Section 7.08 that, in each case, requires each Holder's consent;

in each case, without the consent of each Holder of an outstanding Note affected thereby.

Upon the written request of the Company, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid and subject to Section 11.05, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Holders under this Section 11.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof. After an amendment under this Indenture becomes effective, the Company shall mail to the Holders a notice briefly describing such amendment. However, the failure to give such notice to all the Holders, or any defect in the notice, will not impair or affect the validity of the amendment.

Section 11.03 *Effect of Supplemental Indentures.* Any supplemental indenture executed pursuant to the provisions of this Article 11 shall comply with the Trust Indenture Act, as then in effect; provided that this Section 11.03 shall not require such supplemental indenture to be qualified under the Trust Indenture Act prior to the time such qualification is in fact required under the terms of the Trust Indenture Act or this Indenture has been qualified under the Trust Indenture Act, nor shall any such qualification constitute any admission or acknowledgment by any party to such supplemental indenture that any such qualification is required prior to the time

such qualification is in fact required under the terms of the Trust Indenture Act or this Indenture has been qualified under the Trust Indenture Act. Upon the execution of any supplemental indenture pursuant to the provisions of this Article 11, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company and the Holders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 11.04 *Notation on Notes.* Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 11 may, at the Company's expense, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may, at the Company's expense, be prepared and executed by the Company, authenticated by the Trustee (or an authenticating agent duly appointed by the Trustee pursuant to Section 17.11) and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

Section 11.05 *Evidence of Compliance of Supplemental Indenture to Be Furnished to Trustee.* In addition to the documents required by Section 17.06, the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant hereto complies with the requirements of this Article 11, is permitted or authorized by the Indenture and is the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

## ARTICLE 12 CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 12.01 *Company May Consolidate, Etc. on Certain Terms.* Subject to the provisions of Section 12.02, the Company shall not consolidate with, merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its properties and assets to, another Person, unless:

(a) the resulting, surviving, transferee or successor Person (the "**Successor Company**"), if not the Company, shall be a corporation organized and existing under the laws of the Cayman Islands, the British Virgin Islands, Bermuda, Hong Kong, the United States of America or any State thereof or the District of Columbia, and the Successor Company (if not the Company) shall expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Company under the Notes and this Indenture (including, for avoidance of doubt, the obligation to pay Additional Amounts as set forth in Section 5.10);

(b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Indenture; and

(c) the Company shall have delivered to the Trustee an Officers' Certificate stating that such consolidation, merger, sale, conveyance, transfer, lease or other disposal and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with this Article 12 and that all conditions precedent herein provided for relating to such transaction have been satisfied.

Upon any such consolidation, merger, sale, conveyance, transfer, lease or other disposal, the Successor Company (if not the Company) shall succeed to, and may exercise, every right and power of the Company under this Indenture.

For purposes of this Section 12.01, the conveyance, transfer, lease or other disposal of all or substantially all of the properties and assets of one or more Subsidiaries of the Company to another Person, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be such a transaction with respect to all or substantially all of the properties and assets of the Company.

Section 12.02 *Successor Company to Be Substituted.* In case of any such consolidation, merger, sale, conveyance, transfer, lease or other disposal and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and premium, if any, accrued and unpaid interest including any accrued and unpaid Additional Interest, on all of the Notes, the due and punctual delivery or payment, as the case may be, of any consideration due upon conversion of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company, including with respect to Additional Amounts, such Successor Company shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part. Such Successor Company thereupon may cause to be signed, and may issue either in its own name or in the name of the Company any or all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Notes that such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, sale, conveyance, transfer or other disposal (but not in the case of a lease), the Person named as the "Company" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article 12 may be dissolved, wound up and liquidated at any time

thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture.

In case of any such consolidation, merger, sale, conveyance, transfer, lease, or other disposal, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

Section 12.03 *Opinion of Counsel to Be Given to Trustee.* No merger, consolidation, conveyance, transfer or lease shall be effective unless the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such consolidation, merger, conveyance, transfer or lease and any such assumption and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with the provisions of this Article 12.

ARTICLE 13  
IMMUNITY OF INCORPORATORS, SHAREHOLDERS,  
OFFICERS AND DIRECTORS

Section 13.01 *Indenture and Notes Solely Corporate Obligations.* No recourse for the payment of the principal of or premium, if any, or accrued and unpaid interest and any accrued and unpaid Additional Interest, on any Note, nor for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in this Indenture or in any supplemental indenture or in any Note, nor because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, shareholder, employee, agent, officer or director or Subsidiary, as such, past, present or future, of the Company or of any successor company or entity, either directly or through the Company or any successor company or entity, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of the Notes.

ARTICLE 14  
REDEMPTION FOR TAX REASONS

Section 14.01 *Redemption for Tax Reasons.*

(a) The Company may, at its option, offer to redeem the Securities, in whole but not in part (except in respect of certain Excluded Holders), at a price (the "**Redemption Price**") payable in cash and equal to 100% of the principal amount of the Notes plus accrued and unpaid interest, including Additional Interest, if any, to, but excluding, the Redemption Date, and including, for the avoidance of doubt, any Additional Amounts with respect to such Redemption Price, if the Company has, or on the next Interest Payment Date would, become obligated to pay to the Holders Additional Amounts (that are more than a *de minimis* amount) as a result of any change or amendment occurring on or after the date of the Offering Memorandum, or in the case of a successor, after the date such successor assumes all of our obligations under the Notes and this Indenture, in the laws or any rules or regulations of a Relevant Taxing Jurisdiction or any change or amendment on or after the date of the Offering Memorandum, or in the case of a

successor, after the date such successor assumes all of our obligations under the Notes and this Indenture, in an interpretation, administration or application of such laws, rules or regulations by any legislative body, court, governmental agency, taxing authority or regulatory or administrative authority of such Relevant Taxing Jurisdiction (including the enactment of any legislation and the announcement or publication of any judicial decision or regulatory or administrative interpretation or determination) (a “**Change in Tax Law**” and such redemption, a “**Tax Redemption**”); *provided*, that the Company may only elect a Tax Redemption if (x) the Company cannot avoid these obligations by taking commercially reasonable measures available to it, *provided* that changing the Company’s jurisdiction of organization or domicile shall not be considered a reasonable measure and (y) the Company delivers to the Trustee an opinion of outside legal counsel of recognized standing in the Relevant Taxing Jurisdiction and an Officers’ Certificate attesting to such Change in Tax Law and obligation to pay Additional Amounts; *provided further*, that if the Redemption Date occurs after a Regular Record Date and on or prior to the corresponding Interest Payment Date, the interest, including Additional Interest, if any, payable in respect of such Interest Payment Date shall be payable to the Holders of record at the close of business on the corresponding Regular Record Date, and the Redemption Price payable to the Holder whose Note is redeemed will be equal to 100% of the principal amount of such Note, including, for the avoidance of doubt, any Additional Amounts with respect to such Redemption Price.

(b) No Notes may be redeemed in a Tax Redemption if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to such date.

(c) Except as set forth in this Article 14, the Notes shall not be redeemable by the Company at its option prior to the Maturity Date.

Section 14.02 *Notice of Tax Redemption.*

(a) At least 30 days but not more than 60 days prior to a Redemption Date in connection with a Tax Redemption, the Company shall provide a notice of redemption to each Holder of Notes to be redeemed (a “**Notice of Tax Redemption**”).

The Notice of Tax Redemption shall specify the Notes to be redeemed and shall state:

- (i) the Redemption Date;
- (ii) the Redemption Price;
- (iii) the applicable Conversion Rate and applicable Conversion Price;
- (iv) the name and address of the Paying Agent and the Conversion Agent;
- (v) that Notes offered to be redeemed may be converted at any time before the close of business on the Business Day immediately preceding the Redemption Date or, if the Company fails to pay the Redemption Price, such later date on which the Company pays the Redemption Price;

(vi) that Holders who want to convert Notes must satisfy the requirements set forth therein and in this Indenture;

(vii) that Holders have the right to elect not to have their Notes redeemed by delivery to the Paying Agent a Notice of Tax Redemption Election;

(viii) that Holders who wish to elect not to have their Notes redeemed or to withdraw such an election must satisfy the requirements set forth herein and in the Indenture;

(ix) that, at and after the Redemption Date, Holders who elect not to have their Notes redeemed will not receive any Additional Amounts on any payments with respect to such Notes solely as a result of the Change in Tax Law that resulted in the obligation to pay such Additional Amounts (whether upon conversion, required repurchase in connection with a Fundamental Change, maturity or otherwise, and whether in ADSs, Reference Property or otherwise) after the Redemption Date (or, if the Company fails to pay the Redemption Price, such later date on which the Company pays the Redemption Price), and all future payments with respect to such Notes will be subject to the deduction or withholding of such Relevant Taxing Jurisdiction taxes required by law to be deducted or withheld as a result of such Change in Tax Law;

(x) that Notes offered to be redeemed must be surrendered to the Paying Agent for cancellation to collect the Redemption Price;

(xi) that, unless the Company defaults in making payment of such Redemption Price, interest will cease to accrue with respect to redeemed Notes on and after the Redemption Date;

(xii) the CUSIP number of the Notes; and

(xiii) if Holders would be entitled to Tax Redemption Additional ADSs upon conversion in connection with such Tax Redemption, that Holders would be so entitled and the amount by which the Conversion Rate has been, or would be, so increased (along with a description of how such increase is calculated and the time period during which Notes must be surrendered in order to be entitled to such increase).

(b) Simultaneously with providing such Notice of Tax Redemption, the Company shall publish a notice containing this information in a newspaper of general circulation in the City of New York or publish the information on the Company's website or through such other public medium as the Company may use at that time. If Holders would be entitled to Tax Redemption Additional ADSs upon conversion in connection with such Tax Redemption, each such press release shall also state the information required under Section 14.02(a)(xiii).

(c) At the Company's written request delivered at least three days prior to the date such Notice of Tax Redemption is to be given (unless a shorter period shall be acceptable to the Trustee), the Trustee shall give Notice of Tax Redemption to each Holder of Notes to be redeemed in the Company's name and at the Company's expense.

Section 14.03 *Holder's Right to Elect.*

(a) Upon receiving a Notice of Tax Redemption, each Holder shall have the right to elect to not have its Notes redeemed, in which case the Company shall not be obligated to pay any Additional Amounts on any payment with respect to such Notes solely as a result of the Change in Tax Law that resulted in the obligation to pay such Additional Amounts (whether upon conversion, required repurchase in connection with a Fundamental Change, maturity or otherwise, and whether in ADSs, Reference Property or otherwise) after the Redemption Date (or, if the Company fails to pay the Redemption Price on the Redemption Date, such later date on which the Company pays the Redemption Price), and all future payments with respect to such Notes will be subject to the deduction or withholding of such Relevant Taxing Jurisdiction taxes required by law to be deducted or withheld as a result of such Change in Tax Law; provided that, notwithstanding the foregoing, if a Holder electing not to have its Notes redeemed converts its Notes in connection with such Tax Redemption as set forth under Section 15.11, the Company shall be obligated to pay Additional Amounts, if any, with respect to such conversion.

(b) Upon receiving a Notice of Tax Redemption, each Holder who does not wish to have the Company redeem its Notes pursuant to this Article 14 (any such Holder, an “**Excluded Holder**”) must deliver to the Paying Agent a written notice of election (the “**Notice of Tax Redemption Election**”) substantially in the form of set forth on the reverse of the Note as Attachment 6 thereto, or any other form of written notice substantially similar to the Notice of Tax Redemption Election, in each case, duly completed and signed, so as to be received by the Paying Agent no later than the close of business on the Business Day immediately preceding the Redemption Date; *provided* that, a Holder that complies with the requirements for conversion set forth under Section 15.02(b) will be deemed to have delivered a Notice of Tax Redemption Election. A Holder may withdraw any Notice of Tax Redemption Election (other than such a deemed Notice of Tax Redemption Election) by delivering to the Paying Agent a written notice of withdrawal prior to the close of business on the Business Day immediately preceding the Redemption Date (or, if the Company fails to pay the Redemption Price on the Redemption Date, such later date on which the Company pays the Redemption Price). If no such election is made or deemed to have been made, the Holder will have its Notes redeemed without any further action.

Section 14.04 *Effect of Notice of Tax Redemption.* Once a Notice of Tax Redemption is given, Notes offered to be redeemed become due and payable on the Redemption Date and at the Redemption Price stated in the notice, except for Notes which are converted in accordance with the terms of this Indenture and except for Notes subject to Section 14.03. Upon surrender to the Paying Agent, such redeemed Notes shall be paid at the Redemption Price stated in the Notice of Tax Redemption. Failure to give the Notice of Tax Redemption or any defect in the Notice of Tax Redemption to any Holder shall not affect the validity of the Notice of Tax Redemption to any other Holder.

Section 14.05 *Deposit of Redemption Price.* Prior to 11:00 a.m. (New York City time) on a Redemption Date, the Company shall deposit with the Paying Agent (or if the Company or a Subsidiary of the Company is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the Redemption Price of all Notes to be redeemed on that date other than Notes or portions of Notes offered to be redeemed which on or prior thereto have been delivered by the

Company to the Trustee for cancellation or have been converted. The Paying Agent shall as promptly as practicable return to the Company any money not required for that purpose because of conversion of Notes pursuant to Article 15. If such money is then held by the Company in trust and is not required for such purpose it shall be discharged from such trust.

If the Paying Agent holds money sufficient to pay the Redemption Price with respect to any Notes (i) for which a Notice of Tax Redemption has been given and (ii) with respect to which a Notice of Tax Redemption Election has not been made or deemed to have been made, then, immediately on and after the Redemption Date, interest on such Notes shall cease to accrue whether or not the Notes are delivered to the Paying Agent, and all other rights of the Holders of such Notes shall terminate, other than the right to receive the Redemption Price of such Note, including Additional Amounts, if any, with respect thereto. Nothing herein shall preclude the withholding of any taxes required by law to be withheld or deducted.

Section 14.06 *Notes Redeemed in Part.* Upon surrender of a Note that is redeemed in part pursuant to a Tax Redemption, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder, a new Note in an authorized denomination, which shall be \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof, equal in principal amount to the unredeemed portion of the Note surrendered. The Company shall not be required to (i) issue, register the transfer of or exchange any Notes during a period beginning at the open of business 15 days before any selection for redemption of Notes and ending at the close of business on the earliest date on which the relevant Notice of Tax Redemption is deemed to have been given to all Holders of Notes to be redeemed or (ii) register the transfer of or exchange any Notes so selected for redemption, in whole or in part, except the unredeemed portion of any Notes being redeemed in part.

## ARTICLE 15 CONVERSION OF NOTES

Section 15.01 *Conversion Privilege.* A Holder shall have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) of such Note, at any time prior to the close of business on the second Business Day immediately preceding November 15, 2022, at an initial Conversion Rate (the "**Conversion Rate**") of 7.5038 ADSs (subject to adjustment as provided in Section 15.04 of this Indenture) per \$1,000 principal amount of Notes (subject to the settlement provisions of Section 15.02, the "**Conversion Obligation**").

Section 15.02 *Settlement upon Conversion; Conversion Procedures.*

(a) Upon any conversion of any Note, the Company shall deliver to converting Holders, on the third Business Day immediately following the Conversion Date, a number of ADSs equal to (A)(i) the aggregate principal amount of Notes to be converted divided by (ii) \$1,000, *multiplied* by (B) the applicable Conversion Rate on the relevant Conversion Date, together with cash in lieu of any fractional ADSs pursuant to Section 15.02(j);

(b) Before any Holder of a Note shall be entitled to convert the same as set forth above, such Holder shall (i) in the case of a Global Note, comply with the procedures of the

Depository in effect at that time and, if required, pay funds equal to the amount of interest, including any Additional Interest, if any, payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 15.02(h) and, if required, all transfer or similar taxes or duties for which such Holder is responsible under Section 15.02(e), if any, and (ii) in the case of a Note issued in certificated form, (1) complete and manually sign and deliver an irrevocable notice to the Conversion Agent in the form on the reverse of such certificated Note (or a facsimile thereof) (a “**Notice of Conversion**”) at the office of the Conversion Agent and shall state in writing therein the principal amount of Notes to be converted and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any ADSs, if any, to be delivered upon settlement of the Conversion Obligation to be registered, (2) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Conversion Agent, (3) if required, pay funds equal to the amount of interest, including any Additional Interest, if any, payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 15.02 (h), and (4) if required, pay all transfer or similar taxes or duties for which such Holder is responsible under Section 15.02(e), if any. The Trustee (and if different, the relevant Conversion Agent) shall notify the Company of any conversion pursuant to this Article 15 on the date of such conversion. No Notice of Conversion with respect to any Notes may be surrendered by a Holder thereof if such Holder has also delivered a Fundamental Change Repurchase Notice to the Company in respect of such Notes and not validly withdrawn such Repurchase Notice in accordance with Section 16.03 or Section 16.06, as applicable. If the Company has designated a Redemption Date, a Holder that complies with the above requirements will be deemed to have delivered a Notice of Tax Redemption Election.

(c) A Note shall be deemed to have been converted immediately prior to the close of business on the date (the “**Conversion Date**”) that the Holder has complied with the requirements set forth in Section 15.02(b). The Company shall issue or cause to be issued, and deliver to the Conversion Agent or to such Holder, or such Holder’s nominee or nominees, certificates or a book-entry transfer through the Depository for the number of full ADSs to which such Holder shall be entitled in satisfaction of such Conversion Obligation.

(d) In case any Note shall be surrendered for partial conversion, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note.

(e) If a Holder submits a Note for conversion, no service charge will be imposed by the Company and the Company shall pay all documentary, stamp or similar issue or transfer tax or other duties, if any, that may be imposed by any governmental authority with respect to the issuance of ADSs upon the conversion. However, the Company, the Trustee or the Conversion Agent may require the Holder to pay a sum sufficient to cover any such tax that is due because the Holder requests any ADSs to be issued in a name other than the Holder’s name. The Conversion Agent may refuse to deliver the certificates representing ADSs being issued in a name other than the Holder’s name until the Trustee or the Conversion Agent, as the case may be, receives such sum. Nothing herein shall preclude any tax withholding or deduction required by law or regulations.

(f) Except as provided in Section 15.04, no adjustment shall be made for dividends on any ADSs issued upon the conversion of any Note or the Class A Ordinary Shares represented thereby as provided in this Article.

(g) Upon the conversion of an interest in a Global Note, the Trustee, or the Custodian at the direction of the Trustee, shall make a notation on such Global Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversion of Notes effected through any Conversion Agent other than the Trustee.

(h) Upon conversion, a Holder shall not receive any additional cash payment for accrued and unpaid interest and any Additional Interest, except as set forth below. The Company's settlement of the Conversion Obligations as described above shall be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest, including any Additional Interest, to, but not including, the Conversion Date. As a result, accrued and unpaid interest, including any Additional Interest, to, but not including, the Conversion Date shall be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are converted after the close of business on a Regular Record Date, Holders of such Notes as of the close of business on the Regular Record Date will receive the interest, including Additional Interest, if any, payable on such Notes on the corresponding Interest Payment Date notwithstanding the conversion. Notes surrendered for conversion during the period from the close of business on any Regular Record Date to the open of business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest, including Additional Interest, if any, payable on the Notes so converted; provided, however, that no such payment shall be required (1) if the Company has specified a Fundamental Change Repurchase Date that is after a Regular Record Date and on or prior to the next Scheduled Trading Date immediately following the corresponding Interest Payment Date, (2) if the Company has specified a Redemption Date that is after a Regular Record Date and on or prior to the next Scheduled Trading Date immediately following the corresponding Interest Payment Date, (3) to the extent of any Defaulted Interest, if any, existing at the time of conversion with respect to such Notes or (4) if the Notes are surrendered for conversion after the close of business on the Regular Record Date immediately preceding the Maturity Date. Except as described above, no payment or adjustment will be made for accrued and unpaid interest, including Additional Interest, if any, on converted Notes.

(i) The Person in whose name the certificate for any ADSs delivered upon conversion is registered shall be treated as a shareholder of record as of the close of business on the Conversion Date. Upon conversion of Notes, such Person shall no longer be a Holder with respect to such Notes.

(j) For each Note surrendered for conversion and converted, any fractional ADSs remaining shall, in each case, be paid in cash. If more than one Note shall be surrendered for conversion at one time by the same Holder, the number of full ADSs that shall be issued upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. The Company shall not issue fractional ADSs upon conversion of Notes. Instead, the Company shall pay cash in lieu of fractional ADSs based on the Last Reported Sale Price of the Company's ADSs on the relevant Conversion Date

(or, if such Conversion Date is not a Trading Day, the next following Trading Day), by the fractional amount and rounding the product to the nearest whole cent. The Company shall determine the number of fractional ADSs for which cash shall be delivered by aggregating all Notes a Holder surrenders for conversion, rather than delivering cash in lieu of fractional ADSs for each individual Note of such Holder surrendered for conversion.

*Section 15.03 Increased Conversion Rate Applicable to Certain Notes Surrendered in Connection with Fundamental Changes.*

(a) If a Make-Whole Fundamental Change occurs and a Holder elects to convert its Notes in connection with such Make-Whole Fundamental Change, the Company shall, under the circumstances described below, increase the Conversion Rate for the Notes so surrendered for conversion by a number of additional ADSs (the “**Make-Whole Additional ADSs**”), as described below. A conversion of Notes shall be deemed for these purposes to be “in connection with” such Make-Whole Fundamental Change if such conversion occurs on or after the related Make-Whole Reference Date and prior to the close of business on the Business Day immediately preceding the related Fundamental Change Repurchase Date (or, in the case of a Make-Whole Fundamental Change that would have been a Fundamental Change but for the proviso to clause (b) of the definition thereof, the 35th Trading Day immediately following the related Make-Whole Reference Date).

As used in this Section 15.03, “**Make-Whole Additional ADSs**” shall mean, with respect to a Make-Whole Fundamental Change, an additional number of ADSs set forth in the following table that corresponds to the Make-Whole Reference Date and the ADS Price for such Make-Whole Fundamental Change, all as determined by the Company:

**Make-Whole Additional ADSs  
(per \$1,000 principal amount of Notes)**

**ADS Price**

| <b>Effective Date</b> | <b>\$90.35</b> | <b>\$100.00</b> | <b>\$110.00</b> | <b>\$120.00</b> | <b>\$130.00</b> | <b>\$133.27</b> | <b>\$135.00</b> | <b>\$145.00</b> | <b>\$160.00</b> | <b>\$200.00</b> | <b>\$250.00</b> | <b>\$300.00</b> |
|-----------------------|----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| October 30, 2017      | 3.5643         | 3.0282          | 2.4882          | 2.0587          | 1.7122          | 1.6133          | 1.5639          | 1.3074          | 1.0025          | 0.4898          | 0.1777          | 0.0000          |
| November 15, 2018     | 3.5643         | 2.9974          | 2.4421          | 2.0031          | 1.6511          | 1.5511          | 1.5012          | 1.2433          | 0.9393          | 0.4383          | 0.1450          | 0.0000          |
| November 15, 2019     | 3.5643         | 2.9580          | 2.3818          | 1.9297          | 1.5703          | 1.4688          | 1.4182          | 1.1585          | 0.8563          | 0.3723          | 0.1054          | 0.0000          |
| November 15, 2020     | 3.5643         | 2.8779          | 2.2721          | 1.8023          | 1.4339          | 1.3309          | 1.2798          | 1.0199          | 0.7241          | 0.2748          | 0.0542          | 0.0000          |
| November 15, 2021     | 3.5643         | 2.7090          | 2.0516          | 1.5526          | 1.1722          | 1.0683          | 1.0172          | 0.7630          | 0.4888          | 0.1244          | 0.0000          | 0.0000          |
| November 15, 2022     | 3.5643         | 2.4962          | 1.5871          | 0.8295          | 0.1885          | 0.0000          | 0.0000          | 0.0000          | 0.0000          | 0.0000          | 0.0000          | 0.0000          |

The exact ADS Price and Make-Whole Reference Date of the Make-Whole Fundamental Change may not be set forth in the table above, in which case:

(i) if the ADS Price of such Make-Whole Fundamental Change is between two ADS prices listed in the table above under the row titled “ADS Price,” or if the Make-Whole Reference Date of such Make-Whole Fundamental Change is between two Make-Whole Reference Dates listed in the table above in the column immediately below the title “Make-Whole Reference Date,” then the number of Make-Whole Additional ADSs for such Make-Whole Fundamental Change shall be determined by the Company by straight-line interpolation between the number of Make-Whole Additional ADSs set forth for such higher and lower ADS Price amounts, or for such earlier and later dates based on a 365 day year, as applicable;

(ii) if the ADS Price of such Make-Whole Fundamental Change is greater than \$300.00 per ADS (subject to adjustment in the same manner as the ADS Price as provided in clause (iii) below), or if the ADS Price of such Make-Whole Fundamental Change is less than \$90.35 per ADS Share (subject to adjustment in the same manner as the ADS Price as provided in clause (iii) below), then the number of Make-Whole Additional ADSs shall be equal to zero and this Section 15.03 shall not require the Company to increase the Conversion Rate with respect to such Make-Whole Fundamental Change;

(iii) if an event occurs that requires, pursuant to this Article 15 (other than solely pursuant to this Section 15.03), an adjustment to the Conversion Rate, then, on the date and at the time such adjustment is so required to be made, each price set forth in the table above under the row titled “ADS Price” shall be deemed to be adjusted so that such ADS Price, at and after such time, shall be equal to the product of (1) such ADS Price as in effect immediately before such adjustment to such ADS Price and (2) a fraction the numerator of which is the applicable Conversion Rate in effect immediately prior to such adjustment to the Conversion Rate and the denominator of which is the applicable Conversion Rate as so adjusted in accordance with this Article 15, immediately after such adjustment to the Conversion Rate;

(iv) each number of Make-Whole Additional ADSs set forth in the table above shall be adjusted in the same manner in which, and for the same events for which, the Conversion Rate is to be adjusted pursuant to Section 15.04; and

(v) notwithstanding the foregoing, in no event will the Conversion Rate be increased to more than 11.0681 ADSs per \$1,000 principal amount of Notes pursuant to this Section 15.03, subject to adjustment from time to time in the same manner as the Conversion Rate pursuant to Section 15.04.

Nothing in this Section 15.03 shall prevent an adjustment to the Conversion Rate pursuant to Section 15.04 in respect of a Fundamental Change.

(b) The Company shall notify Holders and the Trustee of the Make-Whole Reference Date and issue a press release on such date. If Holders are entitled to Make-Whole

Additional ADSs, each such press release shall also state that in connection with such Make-Whole Fundamental Change, the Company shall increase, in accordance herewith, the Conversion Rate applicable to Notes and the amount by which the Conversion Rate has been so increased (along with a description of how such increase shall be calculated and the time period during which Notes must be surrendered in order to be entitled to such increase).

Section 15.04 *Adjustment of Conversion Rate.* If the number of Ordinary Shares represented by the ADSs is changed, after the date of this Indenture, for any reason other than one or more of the events described in this Section 15.04, the Company shall make an appropriate adjustment to the Conversion Rate such that the number of Ordinary Shares represented by the ADSs upon which conversion of the Notes is based remains the same.

Notwithstanding the adjustment provisions described in this Section 15.04, if the Company distributes to holders of the Ordinary Shares any cash, rights, options, warrants, shares of capital stock or similar equity interest, evidences of indebtedness or other assets or property of the Company (but excluding Expiring Rights) and a corresponding distribution is not made to holders of the ADSs, but, instead, the ADSs shall represent, in addition to Ordinary Shares, such cash, rights, options, warrants, shares of Capital Stock or similar equity interest, evidences of indebtedness or other assets or property of the Company, then an adjustment to the Conversion Rate described in this Section 15.04 shall not be made until and unless a corresponding distribution (if any) is made to holders of the ADSs, and such adjustment to the Conversion Rate shall be based on the distribution made to the holders of the ADSs and not on the distribution made to the holders of the Ordinary Shares. However, in the event that the Company issues or distributes to all holders of the Ordinary Shares any Expiring Rights, notwithstanding the immediately preceding sentence, the Company shall adjust the Conversion Rate pursuant to Section 15.04(b) (in the case of in-the-money Expiring Rights entitling holders of the Ordinary Shares for a period of not more than 45 calendar days after the announcement date of such issuance to subscribe for or purchase Ordinary Shares or ADSs) or Section 15.04(c) (in the case of all other Expiring Rights); provided that Holders of the Notes that convert their Notes prior to the close of business on the Record Date for such distribution will receive such Expiring Rights and no adjustment to the Conversion Rate

For the avoidance of doubt, if any event described in this Section 15.04 results in a change to the number of Ordinary Shares represented by the ADSs, then such change shall be deemed to satisfy the Company's obligation to effect the relevant adjustment to the Conversion Rate on account of such event to the extent such change produces the same economic result as the adjustment to the Conversion Rate that would otherwise have been made on account of such event.

Subject to the foregoing, the Conversion Rate shall be adjusted from time to time by the Company if any of the following events occurs, except that the Company shall not make any adjustments to the Conversion Rate if Holders of the Notes participate (other than in the case of a share split or share combination), at the same time and upon the same terms as holders of the ADSs and solely as a result of holding the Notes, in any of the transactions described in this Section 15.04, without having to convert their Notes, as if they held a number of ADSs equal to the Conversion Rate, multiplied by the principal amount (expressed in thousands) of Notes held by such Holder. Neither the Trustee nor the Conversion Agent shall have any responsibility to

monitor the accuracy of the calculation of any adjustment to the Conversion Rate, and the same shall be conclusive and binding on the Holders, absent manifest error. Notice of such adjustment to the Conversion Rate shall be given by the Company promptly to the Holders, the Trustee and the Paying Agent and Conversion Agent and shall be conclusive and binding on the Holders, absent manifest error.

(a) If the Company issues Ordinary Shares as a dividend or distribution on the Ordinary Shares, or if the Company effects a share split or share combination of the Ordinary Shares, the Conversion Rate will be adjusted based on the following formula:

$$CR^1 = CR_0 \times \frac{OS^1}{OS_0}$$

where

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution or immediately prior to the open of business on the effective date of such share split or share combination, as the case may be;
- CR<sup>1</sup> = the Conversion Rate in effect immediately after the close of business on the Record Date for such dividend or distribution or immediately after the open of business on the effective date of such share split or share combination, as the case may be;
- OS<sub>0</sub> = the number of Ordinary Shares outstanding immediately prior to the close of business on the Record Date for such dividend or distribution or immediately prior to the open of business on the effective date of such share split or share combination, as the case may be; and
- OS<sup>1</sup> = the number of Ordinary Shares that would be outstanding immediately after giving effect to such dividend or distribution or such share split or share combination, as the case may be.

Such adjustment shall become effective immediately after the close of business on the Record Date for such dividend or distribution or immediately after the open of business on the date on which such share split or share combination becomes effective, as applicable. If any dividend or distribution described in this Section 15.04(a) is declared but not paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend, distribution had not been declared. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than (i) as a result of a reverse share split or share combination or (ii) with respect to a readjustment of the Conversion Rate as described in the immediately preceding sentence).

(b) In case the Company shall distribute to all or substantially all holders of the Ordinary Shares (directly or in the form of ADSs) any rights, options or warrants entitling

them for a period of not more than 60 days after the date of such distribution to subscribe for or purchase Ordinary Shares (directly or in the form of ADSs) at a price per Ordinary Share less than the average of the Last Reported Sale Prices of the ADSs divided by the number of Class A Ordinary Shares then represented by each ADS over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the first public announcement of the terms of such distribution, the Conversion Rate shall be increased based on the following formula:

$$CR^1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such distribution;
- CR<sup>1</sup> = the Conversion Rate in effect immediately after the close of business on the Record Date for such distribution;
- OS<sub>0</sub> = the number of Ordinary Shares outstanding immediately prior to the close of business on the Record Date for such distribution;
- X = the total number of Ordinary Shares issuable pursuant to such rights, options or warrants or, in the case of any rights, options or warrants entitling holders thereof to subscribe for or purchase the ADSs, the total number of Class A Ordinary Shares represented by the total number of ADSs issuable pursuant to such rights, options or warrants; and
- Y = the number of Ordinary Shares equal to the aggregate exercise or conversion price payable to exercise such rights, options or warrants *divided* by the quotient of (a) average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the first public announcement of the terms of such distribution, and (b) the number of Class A Ordinary Shares then represented by each ADS.

Such increase in the Conversion Rate shall become effective immediately after the close of business on the Record Date for such distribution. The Company shall not issue any such rights, options or warrants in respect of the Ordinary Shares held in treasury by the Company. In determining whether any rights, options or warrants entitle the holders to subscribe for or purchase the Ordinary Shares (directly or in the form of ADSs) at a price per Ordinary Share less than such average of the Last Reported Sale Prices of the ADSs divided by the number of Class A Ordinary Shares then represented by each ADS, for the 10 consecutive trading day period ending on, and including, the trading day immediately preceding the date of announcement of such issuance, and in determining such aggregate price payable for such Ordinary Shares (directly or in the form of ADSs), there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, with the value of such consideration, if other than cash, to be determined by

the Board of Directors or a committee thereof. If any right, option or warrant described in this Section 15.04(b) is not exercised or converted prior to the expiration of the exercisability or convertibility thereof, the Conversion Rate shall be immediately readjusted to the Conversion Rate that would then be in effect if such right, option or warrant had not been issued. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to a readjustment of the Conversion Rate as described in the immediately preceding sentence).

(c) In case the Company shall distribute shares of its Capital Stock, evidences of its Indebtedness or other of its assets or property other than (i) dividends or distributions (including share splits) referred to in Section 15.04(a) and Section 15.04(b), (ii) dividends or distributions paid exclusively in cash referred to in Section 15.04(d), and (iii) Spin-Offs to which the provisions set forth below in this Section 15.04(c) shall apply (the “**Distributed Property**”), to all or substantially all holders of its Ordinary Shares (directly or in the form of ADSs), then, in each such case the Conversion Rate shall be increased based on the following formula:

$$CR^1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such distribution;
- CR<sup>1</sup> = the Conversion Rate in effect immediately after the close of business on the Record Date for such distribution;
- SP<sub>0</sub> = (a) the average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such distribution, divided by (b) the number of Class A Ordinary Shares then represented by each ADSs; and
- FMV = the fair market value (as determined by the Board of Directors or a committee thereof) of the Distributed Property with respect to each outstanding Ordinary Share as of the close of business on the Record Date for such distribution.

Such increase shall become effective immediately after the close of business on the Record Date for such distribution; *provided* that if “FMV” as set forth above is equal to or greater than “SP<sub>0</sub>” as set forth above, in lieu of the foregoing increase, adequate provision shall be made so that each Holder shall receive, on the date on which the Distributed Property is distributed to holders of the ADSs, for each \$1,000 principal amount of Notes, the amount and kind of Distributed Property that such Holder would have received had such Holder owned a number of ADSs equal to the Conversion Rate in effect on the record date for the ADSs for the distribution. If any dividend or distribution described in the immediately preceding formula in this Section 15.04(c) is declared but not paid or made, the Conversion Rate shall be immediately readjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared or announced. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the

Conversion Rate will be made (other than with respect to a readjustment of the Conversion Rate as described in the immediately preceding sentence).

With respect to an adjustment pursuant to this Section 15.04(c) where there has been a payment of a dividend or other distribution on the Ordinary Shares in shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary, or other business unit or Affiliate of the Company, where such Capital Stock or similar equity interest is listed or quoted (or will be listed or quoted upon consummation of the Spin-Off) on a major United States or non-United States securities exchange (a “**Spin-Off**”), the Conversion Rate shall be increased based on the following formula:

$$CR^1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date of the Spin-Off;
- CR<sup>1</sup> = the Conversion Rate in effect immediately after the close of business on the Record Date of the Spin-Off;
- FMV<sub>0</sub> = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Ordinary Shares (directly or in the form of ADSs) applicable to one Ordinary Share (determined for purposes of the definition of “Last Reported Sale Price” as if references herein to the ADSs were to such Capital Stock or similar equity interest were the Ordinary Shares) over the ten consecutive Trading Day period beginning on, and including, the effective date of the Spin-Off (the “**Valuation Period**”); and
- MP<sub>0</sub> = the average of the Last Reported Sale Prices of the ADSs over the Valuation Period divided by the number of the Class A Ordinary Shares then represented by on ADS.

The increase in the Conversion Rate under the preceding paragraph of this Section 15.04(c) will be determined on the last Trading Day of the Valuation Period but shall be given effect immediately after the close of business on the Record Date of the Spin-Off; *provided* that, in respect of a conversion of a Note during the Valuation Period, the reference in the definition of “Valuation Period” to ten consecutive Trading Days shall be deemed replaced with a reference to such lesser number of Trading Days as have elapsed from, and including, the effective date of such Spin-Off to, but excluding, the Conversion Date in determining the Conversion Rate.

If any dividend or distribution described in the immediately preceding formula in this Section 15.04(c) is declared but not paid or made, the Conversion Rate shall be immediately readjusted to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared or announced. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the

Conversion Rate will be made (other than with respect to a readjustment of the Conversion Rate as described in the immediately preceding sentence).

Subject in all respects to Section 15.10, rights, options or warrants distributed by the Company to all holders of its Ordinary Shares entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock, including Ordinary Shares (directly or in the form of ADSs) (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such Ordinary Shares; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Ordinary Shares, shall be deemed not to have been distributed for purposes of this Section 15.04 (and no adjustment to the Conversion Rate under this Section 15.04 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 15.04(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of Indebtedness or other assets or property, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Ex-Date, as the case may be, with respect to new rights, options or warrants with such rights (and a termination or expiration of the existing rights, options or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 15.04 was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Ordinary Shares (directly or in the form of ADSs) with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Ordinary Shares (directly or in the form of ADSs) as of the date of such redemption or repurchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of this Section 15.04(c), Section 15.04(a) and Section 15.04(b), any dividend or distribution to which this Section 15.04(c) is applicable that also includes Ordinary Shares (directly or in the form of ADSs), or rights, options or warrants to subscribe for or purchase Ordinary Shares (directly or in the form of ADSs) to which either or both of Section 15.04(a) and Section 15.04(b) also applies, shall be deemed instead to be (1) a dividend or distribution of Distributed Property to which Section 15.04(c) applies (and any Conversion Rate adjustment required by this Section 15.04(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such Ordinary Shares (directly or in the form of ADSs) or such rights, options or warrants (and any further Conversion Rate adjustment required by Section 15.04(a) and Section 15.04(b) with respect to such dividend or distribution shall then be made), except (A) the Ex-Date for such dividend or

distribution shall be substituted as “the Ex-Date” and “the Ex-Date for such dividend or distribution” within the meaning of Section 15.04(a) and Section 15.04(b) and (B) any Ordinary Shares (directly or in the form of ADSs) included in such dividend or distribution shall not be deemed “outstanding immediately prior to the open of business on the Ex-Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be” within the meaning of Section 15.04 (a) or “outstanding immediately prior to open of business on the Ex-Date for such distribution” within the meaning of Section 15.04 (b).

(d) If the Company pays any cash dividend or distribution to all or substantially all holders of the Ordinary Shares (directly or in the form of ADSs), the Conversion Rate shall be increased based on the following formula:

$$CR^1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution;
- CR<sup>1</sup> = the Conversion Rate in effect immediately after the close of business on the Record Date for such dividend or distribution;
- SP<sub>0</sub> = the average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such dividend or distribution, divided by the number of Class A ordinary shares then represented by one ADS; and
- C = the amount in cash per Ordinary Share the Company distributes to holders of its Ordinary Shares (directly or in the form of ADSs).

Any adjustment made pursuant to this Section 15.04(d) shall become effective immediately after the close of business on the Record Date for such dividend or distribution. If any such dividend or distribution described in this Section 15.04(d) is declared but not paid or made, the Conversion Rate shall be immediately readjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to a readjustment of the Conversion Rate as described in the immediately preceding sentence).

Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP<sub>0</sub>” (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, for each \$1,000 principal amount of Notes, at the same time and upon the same terms as holders of ADSs, the amount of cash that such Holder would have received if such Holder owned a number of ADSs equal to the Conversion Rate on the Record Date for such cash dividend or distribution.

(e) If the Company or any of its Subsidiaries or consolidated affiliated entities makes a payment in respect of a tender offer or exchange offer for the Ordinary Shares (directly

or in the form of ADSs) and the cash and value of any other consideration included in the payment per Ordinary Share exceeds the average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period beginning on, and including, the Trading Day immediately following the last date (the “**Expiration Date**”) on which tenders or exchanges may be made pursuant to such tender or exchange offer, divided by the number of Class A Ordinary Shares then represented per one ADS, the Conversion Rate shall be increased based on the following formula:

$$CR^1 = CR_0 \times \frac{AC + (SP^1 \times OS^1)}{OS_0 - SP^1}$$

where

- CR<sub>0</sub> = the Conversion Rate in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day immediately following the Expiration Date;
- CR<sup>1</sup> = the Conversion Rate in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day immediately following the Expiration Date;
- AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors or a committee thereof) paid or payable for Ordinary Shares or ADSs, as the case may be, purchased or exchanged in such tender or exchange offer;
- OS<sub>0</sub> = the number of Ordinary Shares outstanding immediately prior to the time such tender or exchange offer expires (the “**Expiration Time**”) (prior to giving effect to the purchase of all Ordinary Shares or ADSs, as the case may be, accepted for purchase or exchange in such tender offer or exchange offer);
- OS<sup>1</sup> = the number of Ordinary Shares outstanding immediately after the Expiration Time (after giving effect to the purchase or exchange of all Ordinary Shares or ADSs, as the case may be, accepted for purchase or exchange in such tender offer or exchange offer); and
- SP<sup>1</sup> = the average of the Last Reported Sale Prices of the ADSs over the ten consecutive Trading Day period beginning on, and including, the Trading Day immediately following the Expiration Date, divided by the number of Class A Ordinary Shares then represented per one ADS.

Such adjustment shall become effective as of the close of business on the Expiration Date; *provided* that if the Conversion Date occurs within the ten consecutive Trading Day period immediately following, and including, the Trading Day immediately following the Expiration Date, each reference in this Section 15.04(e) with respect to ten consecutive Trading Days shall be deemed replaced with a reference to such lesser number of Trading Days as have elapsed from, and including, the Trading Day immediately following the Expiration Date to, and including, the Conversion Date in determining the applicable Conversion Rate.

If the Company is obligated to purchase shares pursuant to any such tender or exchange offer, but the Company is ultimately prevented by applicable law from effecting all or any portion of such purchases or all such purchases are rescinded, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such tender or exchange offer had not been made or had been made only in respect of the purchases that had been effected. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to a readjustment of the Conversion Rate as described in the immediately preceding sentence).

(f) For the avoidance of doubt, except as stated herein, the Company shall not adjust the Conversion Rate for the issuance of Ordinary Shares (directly or in the form of ADSs) or any securities convertible into or exchangeable for the Ordinary Shares (directly or in the form of ADSs) or rights, options or warrants to purchase the Ordinary Shares (directly or in the form of ADSs) or such convertible or exchangeable securities.

(g) In addition to those required by clauses (a), (b), (c), (d) and (e) of this Section 15.04, and to the extent permitted by applicable law and subject to the applicable rules of The NASDAQ Global Select Market or any other securities exchange on which the Ordinary Shares are then listed, the Company from time to time may increase the Conversion Rate by any amount for a period of at least twenty Business Days if the Board of Directors determines that such increase would be in the Company's best interest. The Company may also (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of Ordinary Shares (directly or in the form of ADSs) or rights to purchase Ordinary Shares (directly or in the form of ADSs) in connection with any dividend or distribution of Ordinary Shares (or rights to acquire Ordinary Shares) (directly or in the form of ADSs) or similar event. Whenever the Conversion Rate is increased pursuant to this Section 15.04(g), the Company shall mail to the Holder of each Note at its last address appearing on the Note Register provided for in Section 2.05 a notice of the increase at least 15 days prior to the date the increased Conversion Rate takes effect and otherwise in accordance with applicable law, and such notice shall state the increased Conversion Rate and the period during which it will be in effect. The Company shall not take any action that would result in adjustment of the Conversion Rate (A) without complying with any rule of The NASDAQ Global Select Market which requires shareholder approval of certain issuances of Ordinary Shares, if applicable, or (B) in such a manner as to result in the reduction of the Conversion Price to less than the par value of the Ordinary Shares multiplied by the number of Class A Ordinary Shares then represented per one ADS.

(h) Except as described in this Indenture, the Conversion Rate will not be adjusted. Without limiting the foregoing, the applicable Conversion Rate will not be adjusted:

(i) upon the issuance of Class A Ordinary Shares or ADSs pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in the Class A Ordinary Shares or ADSs under any plan;

(ii) upon the issuance of Class A Ordinary Shares or ADSs or options or rights to purchase or acquire Class A Ordinary Shares or ADSs pursuant to any present or

future employee, director or consultant benefit plan or program of or assumed by the Company or any of the Company's Subsidiaries;

(iii) upon the issuance of Class A Ordinary Shares or ADSs pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the date the Notes were first issued, except as described in Section 15.10;

(iv) upon the issuance of Class A Ordinary Shares or ADSs in a transaction not otherwise described in Section 15.04(a)-(e), regardless of the price at which such Class A Ordinary Shares or ADSs are issued;

(v) upon the repurchase by the Company of Class A Ordinary Shares or ADSs pursuant to an open-market share repurchase program or other buy-back transaction that is not a tender offer or exchange offer of the nature described in this Section 15.04;

(vi) for a change in the par value of the Class A Ordinary Shares;

(vii) for accrued and unpaid interest, including any Additional Interest; or

(viii) for any transactions described in this Section 15.04 if Holders may participate (as a result of holding the Notes and at the same time as holders of Ordinary Shares participate) in any of the transactions described in this Section 15.04 as if such Holders held a number of Ordinary Shares equal to the applicable Conversion Rate, *multiplied by* the principal amount of Notes held by such Holder, *divided by* \$1,000, without having to convert their Notes then *multiplied by* the number of Class A Ordinary Shares then represented per one ADS.

(i) All calculations and other determinations under this Article 15 shall be made by the Company and shall be made to the nearest one-ten thousandth (1/10,000) of an Ordinary Share.

(j) The Company shall not be required to make an adjustment in the Conversion Rate unless the adjustment would require an increase or decrease of at least 1% in the Conversion Rate. However, the Company shall carry forward any adjustments that are less than 1% of the Conversion Rate and make such carried forward adjustment, regardless of whether the aggregate adjustment is less than 1%, (i) upon any conversion of Notes, (ii) such time as all adjustments that have not been made prior thereto would have the effect of adjusting the Conversion Rate by at least 1%.

(k) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Conversion Agent other than the Trustee an Officers' Certificate setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume without inquiry that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate

setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate to the Holder of each Note at its last address appearing on the Note Register provided for in Section 2.05, within ten days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(l) For purposes of this Section 15.04, the number of Ordinary Shares (directly or in the form of ADSs) at any time outstanding shall not include shares held in the treasury of the Company but shall include Ordinary Shares issuable in respect of scrip certificates issued in lieu of fractions of Ordinary Shares. The Company will not pay any dividend or make any issuance or distribution on Ordinary Shares held in the treasury of the Company.

Section 15.05 *Shares to Be Fully Paid.* The Company shall provide, free from preemptive rights, out of its authorized but unissued Ordinary Shares or Ordinary Shares held in treasury, sufficient Ordinary Shares that corresponds to the number of ADSs due upon conversion of the Notes to provide for conversion of the Notes from time to time as such Notes are presented for conversion.

Section 15.06 *Effect of Reclassification, Consolidation, Merger or Sale.*

(a) Upon the occurrence of (i) any Fundamental Change described in clause (b) of the definition thereof, (ii) any reclassification or change of the outstanding Class A 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, or as a result of a split, subdivision or combination covered by Section 15.04(a)), (iii) any consolidation, binding share exchange, recapitalization, merger, combination or other similar event involving the Company, or (iv) any sale or conveyance of all or substantially all of the property and assets of the Company to any other Person, in each case as a result of which holders of Ordinary Shares (directly or in the form of ADSs) would be entitled to receive cash, securities or other property or assets with respect to or in exchange for such Ordinary Shares (directly or in the form of ADSs) (any such event a “**Merger Event**”), then the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) permitted under Section 11.01 providing for the conversion and settlement of the Notes as set forth in this Indenture. Such supplemental indenture shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 15. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, combination, sale or conveyance, then such supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders of the Notes as the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Directors and practicable the provisions providing for the repurchase rights set forth in Article 16 herein.

In the event the Company shall execute a supplemental indenture pursuant to this Section 15.06, the Company shall promptly file with the Trustee an Officers' Certificate briefly stating the reasons therefor, the kind or amount of cash, securities or property or asset that will comprise the Reference Property after any such Merger Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with, and shall promptly mail notice thereof to all Holders. The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Holder, at its address appearing on the Note Register provided for in this Indenture, within twenty days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(b) Subject to the provisions of Section 15.01 and Section 15.03, at and after the effective time of such Merger Event, (i) the right to convert each \$1,000 principal amount of Notes as set forth in Section 15.02 will be changed to a right to convert such Note into cash and the kind and amount of shares of common stock, securities or other property or assets (including cash or any combination thereof) that a holder of a number of ADSs equal to the applicable Conversion Rate in effect immediately prior to such transaction would have owned or been entitled to receive (the "**Reference Property**") and (ii) the related Conversion Obligation shall be settled as set forth under clause (c) below, it being understood and agreed that for purposes of Section 15.01(b), references therein to the Last Reported Sale Price of the ADSs shall be deemed at and after the effective time of such Merger Event to be references to "the Last Reported Sale Price of a unit of Reference Property comprised of the kind and amount of shares of common stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Ordinary Shares (directly or in the form of ADSs) immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration." The Company shall not become a party to any Merger Event unless its terms are consistent with this Section 15.06. None of the foregoing provisions shall affect the right of a Holder of Notes to convert its Notes as set forth in Section 15.01 and Section 15.02 prior to the effective date of such Merger Event.

(c) With respect to each \$1,000 principal amount of Notes surrendered for conversion after the effective date of any such Merger Event, the Company will deliver Reference Property in lieu of ADSs otherwise deliverable.

(i) The Company shall notify the holders of the Weighted Average Consideration as soon as practicable after the Weighted Average Consideration is determined.

(ii) For purposes of this Section 15.06, the "**Weighted Average Consideration**" shall mean the weighted average of the types and amounts of consideration received by the holders of the ADSs entitled to receive cash, securities or other property or assets with respect to or in exchange for such ADSs in any Merger Event who affirmatively make such an election; *provided* that, if the types and amounts of consideration that holders of the ADSs would be entitled to receive with respect to or in exchange for such ADSs is based in part upon any form of shareholder election, the "Weighted Average Consideration" will be deemed to be (A) if holders of the majority of the ADSs affirmatively make such an election, the weighted average of the types and amounts of consideration received by the holders of the ADSs that affirmatively make

such an election or (B) if the holders of a majority of the ADSs do not affirmatively make such an election, the weighted average of the types and amount of consideration actually received by such non-electing holders.

(d) The above provisions of this Section 15.06 shall similarly apply to successive Merger Events.

Section 15.07 *Certain Covenants.* (a) The Company covenants that all ADSs delivered upon conversion of Notes, and all Ordinary Shares issued, will be fully paid and non-assessable by the Company and, except as set forth herein, free from all taxes, liens and charges with respect to the issue thereof.

(b) The Company covenants that, if any ADSs to be provided for the purpose of conversion of Notes hereunder require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued upon conversion, the Company will, to the extent then permitted by the rules and interpretations of the SEC, use its best efforts to secure such registration or approval, as the case may be.

(c) The Company further covenants that if at any time the ADSs shall be listed on any national securities exchange or automated quotation system, the Company will list and keep listed, so long as the ADSs shall be so listed on such exchange or automated quotation system, any ADSs issuable upon conversion of the Notes.

(d) The Company further covenants to take all actions and obtain all approvals and registrations required with respect to the conversion of the Notes into ADSs and the issuance, and deposit into the ADS facility, of the Ordinary Shares represented by such ADSs. Subject to Section 15.12, the Company also undertakes to maintain, as long as any Notes are outstanding, the effectiveness of a registration statement on Form F-6 relating to the ADSs and an adequate number of ADSs available for issuance thereunder such that ADSs can be delivered in accordance with the terms of this Indenture, the Notes and the Deposit Agreement upon conversion of the Notes. In addition, subject to Section 15.12, the Company further covenants to provide Holders with a reasonably detailed description of the mechanics for the delivery of ADSs upon conversion of Notes as set forth in the Deposit Agreement upon request.

Section 15.08 *Responsibility of Trustee.* The Trustee and any other Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine the Conversion Rate (or any adjustment thereto) or whether any facts exist that may require any adjustment (including any increase) of the Conversion Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any ADSs, or of any securities, property or cash that may at any time be issued or delivered upon the conversion of any Note; and the Trustee and any other Conversion Agent make no representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to issue, transfer or deliver any ADSs or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion or to comply with any of the duties, responsibilities or

covenants of the Company contained in this Article. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 15.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Holders upon the conversion of their Notes after any event referred to in such Section 15.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 8.01, may accept (without any independent investigation) as conclusive evidence of the correctness of any such provisions, and shall be protected in conclusively relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto.

Section 15.09 *Notice to Holders Prior to Certain Actions.* In case:

- (a) the Company shall declare a dividend (or any other distribution) on its Ordinary Shares that would require an adjustment in the Conversion Rate pursuant to Section 15.04;
- (b) the Company shall authorize the granting to all of the holders of its Ordinary Shares of rights, options or warrants to subscribe for or purchase any share of any class or any other rights, options or warrants;
- (c) of any reclassification of the Ordinary Shares of the Company (other than a subdivision or combination of its outstanding Ordinary Shares, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which the Company is a party and for which approval of any shareholders of the Company is required, or of the sale, conveyance, transfer, lease or other disposal of all or substantially all of the assets of the Company; or
- (d) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company;

the Company shall cause to be filed with the Trustee and to be mailed to each Holder at its address appearing on the Note Register, provided for in Section 2.05 of this Indenture, as promptly as possible but in any event at least twenty days prior to the applicable date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such dividend, distribution or rights, options or warrants, or, if a record is not to be taken, the date as of which the holders of Ordinary Shares of record to be entitled to such dividend, distribution or rights are to be determined, or (ii) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Ordinary Shares (directly or in the form of ADSs) of record shall be entitled to exchange their Ordinary Shares (directly or in the form of ADSs) for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding-up.

Section 15.10 *Shareholder Rights Plans*. To the extent that the Company has a shareholder rights plan or other “poison pill” in effect upon conversion of the Notes, each Holder will receive, in addition to any ADSs and in lieu of any adjustment to the Conversion Rate, the rights under the rights plan, unless prior to any conversion, the rights have separated from the Class A Ordinary Shares (directly or in the form of ADSs), in which case the Conversion Rate will be adjusted at the time of separation as if the Company had distributed, to all holders of Ordinary Shares, Distributed Property as provided in Section 15.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights. Any distribution of rights, options or warrants pursuant to a rights plan that would allow a Holder to receive upon conversion, in addition to any ADSs, the rights described therein with respect to such ADSs (unless such rights, options or warrants have separated from the Class A Ordinary Shares) shall not constitute a distribution of rights, options or warrants that would entitle a Holder to an adjustment to the Conversion Rate.

Section 15.11 *Increased Conversion Rate Applicable to Certain Notes Surrendered in Connection with a Tax Redemption*.

(a) If the Company elects to effect a Tax Redemption and a Holder elects to convert its Notes in connection with such Tax Redemption, the Company shall, under the circumstances described below, increase the Conversion Rate for the Notes so surrendered for conversion by a number of ADSs as described below (the “**Tax Redemption Additional ADSs.**”) A conversion of Notes shall be deemed for these purposes to be “in connection with” such Tax Redemption if such conversion occurs during the period from, and including, the date on which the Company provides such Notice of Tax Redemption to Holders until the close of business on the Business Day immediately preceding the applicable Redemption Date or, if the Company fails to pay the Redemption Price, such later date on which the Company pays the Redemption Price. The Company shall comply with its obligations under Section 14.02(b) simultaneously with providing such Notice of Tax Redemption.

(b) The Company will settle conversions of Notes converted in connection with a Tax Redemption as provided in Section 15.02 and, for the avoidance of doubt, pay Additional Amounts, if any, with respect to any such conversion.

(c) The number of Tax Redemption Additional ADSs by which the Conversion Rate will be increased for a conversion of Notes in connection with a Tax Redemption will be determined by reference to the table under Section 15.03(a), based on the applicable Redemption Reference Date and the applicable Redemption Reference Price, but determined for purposes of this Section 15.11 as if (i) the Holder had elected to convert its Notes in connection with a Make-Whole Fundamental Change, (ii) the applicable Redemption Reference Date were the “Make-Whole Reference Date” and (iii) the applicable Redemption Reference Price were the “ADS Price” (and subject, for the avoidance of doubt, to Section 15.03(a)(i)-(v)).

(d) If the Company has designated a Redemption Date pursuant to Article 14, a Holder that complies with the requirements for conversion set forth under Section 15.02(b) will be deemed to have delivered and not have withdrawn a Notice of Tax Redemption Election.

Section 15.12 *Termination of Depositary Receipt Program.* If the Class A Ordinary Shares cease to be represented by American Depositary Shares issued under a depositary receipt program sponsored by the Company, all references in this Indenture to the ADSs shall be deemed to have been replaced by a reference to the number of Class A Ordinary Shares (and other property, if any) represented by the ADSs on the last day on which the ADSs represented the Class A Ordinary Shares and as if the Class A Ordinary Shares and the other property had been distributed to holders of the ADSs on that day. In addition, all references to the Last Reported Sale Price of the ADSs will be deemed to refer to the Last Reported Sale Price of the Class A Ordinary Shares, and other appropriate adjustments, including adjustments to the Conversion Rate, will be made to reflect such change. In making such adjustments, where currency translations between U.S. dollars and any other currency are required, the exchange rate in effect on the date of determination will apply.

ARTICLE 16  
REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 16.01 *Optional Redemption by the Company.* Except as provided in Article 14, the Notes may not be redeemed by the Company at its option prior to the Maturity Date.

Section 16.02 *Repurchase at Option of Holders upon a Fundamental Change.* (a) If there shall occur a Fundamental Change at any time prior to the Maturity Date, then each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes, or any portion thereof that is equal to \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof, on the date (the "**Fundamental Change Repurchase Date**") specified by the Company that is not less than 20 days and not more than 35 days after the date of the Fundamental Change Repurchase Right Notice at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, including any Additional Interest, thereon to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"), unless the Fundamental Change Repurchase Date falls after a Regular Record Date and on or prior to the corresponding Interest Payment Date, in which case interest accrued to the Interest Payment Date will be paid to Holders of the Notes as of the preceding Regular Record Date and the Fundamental Change Repurchase Price payable to the Holder surrendering the Note for repurchase pursuant to this Article 16 shall be equal to the principal amount of Notes subject to repurchase. Any Notes repurchased by the Company pursuant to this Article 16 will be paid for in cash.

Repurchases of Notes under this Section 16.02 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Paying Agent by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note as Attachment 2, if the Notes are Certificated Notes, or in compliance with the Depositary's procedures for surrendering interests in global notes, if the Notes are Global Notes, in each case on or before the close of business on the second Business Day immediately preceding the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Paying Agent on or prior to the Business Day immediately preceding the Fundamental Change Repurchase Date (together with all necessary endorsements) at the Corporate Trust Office of the Paying Agent, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor.

The Fundamental Change Repurchase Notice shall state:

- (a) if certificated, the certificate numbers of Notes to be delivered for repurchase;
- (b) the portion of the principal amount of Notes to be repurchased, which must be \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof; and
- (c) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture.

Any repurchase by the Company contemplated pursuant to the provisions of this Section 16.02 shall be consummated by the payment of the Fundamental Change Repurchase Price on the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note as described in Section 16.04(a).

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Fundamental Change Repurchase Notice contemplated by this Section 16.02 shall have the right to withdraw, in whole or in part, such Fundamental Change Repurchase Notice at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 16.03 below.

The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal in respect thereof.

(b) On or before the tenth Business Day after (x) in the case of a Fundamental Change pursuant to clause (a) of the definition thereof, the date the Company becomes aware that a Fundamental Change has occurred or become effective, or (y) in the case of any other Fundamental Change, the date on which the Fundamental Change occurs or becomes effective, the Company shall provide all Holders, the Trustee and the Paying Agent with a notice (the “**Fundamental Change Repurchase Right Notice**”) of the occurrence of the Fundamental Change and of the resulting Fundamental Change Repurchase Right. Simultaneously with providing such notice, the Company will also publish a notice containing the information set forth in the Fundamental Change Repurchase Right Notice in a newspaper of general circulation in The City of New York or publish such information on the Company’s website or through such other public medium as the Company may use at that time. Each Fundamental Change Repurchase Right Notice shall specify:

- (i) the events causing the Fundamental Change;

- (ii) the date of the Fundamental Change;
- (iii) the last date on which a Holder may exercise the repurchase right pursuant to this Section 16.02;
- (iv) the Fundamental Change Repurchase Price;
- (v) the Fundamental Change Repurchase Date;
- (vi) the name and address of the Paying Agent and the Conversion Agent;
- (vii) the applicable Conversion Rate, and any adjustments to the applicable Conversion Rate, including any Make-Whole Additional ADSs;
- (viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture;
- (ix) that the Holder shall have the right to withdraw any Notes surrendered prior to close of business on the Business Day prior to the Fundamental Change Repurchase Date; and
- (x) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 16.02.

(c) Notwithstanding the foregoing, no Notes may be repurchased by the Company at the option of the Holders upon a Fundamental Change if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Fundamental Change Repurchase Date.

(d) In connection with any repurchase of the Notes in connection with a Fundamental Change, the Company will:

- (i) comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act that may then be applicable, if required under the Exchange Act;
- (ii) file a Schedule TO or any successor or similar schedule, if required under the Exchange Act; and
- (iii) otherwise comply with all applicable federal and state securities laws in connection with any repurchase of the Notes.

Section 16.03 *Withdrawal of Fundamental Change Repurchase Notice.* A Fundamental Change Repurchase Notice may be withdrawn in whole or in part by means of a written notice of withdrawal delivered to the Corporate Trust Office of the Paying Agent in accordance with this Section 16.03 at any time prior to the close of business on the Business Day prior to the Fundamental Change Repurchase Date, specifying:

- (i) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted;
- (ii) if the Notes in respect of which such withdrawal is being submitted are Certificated Notes, the certificate number of such Notes; and
- (iii) the principal amount, if any, of such Notes that remain subject to the original Fundamental Change Repurchase Notice, which portion must be in \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof.

Section 16.04 *Deposit of Fundamental Change Repurchase Price.*

(a) The Company will deposit with the Trustee (or other Paying Agent appointed by the Company, or if the Company is acting as its own Paying Agent, set aside, segregate and hold in trust as provided in Section 5.04) on or prior to 11:00 a.m. (New York City time) on the Fundamental Change Repurchase Date an amount of money sufficient to repurchase all of the Notes to be repurchased at the appropriate Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Trustee (or other Paying Agent appointed by the Company), payment for Notes surrendered for repurchase (and not withdrawn prior to the close of business on the Business Day immediately preceding the Fundamental Change Repurchase Date) will be made on the later of (i) the Fundamental Change Repurchase Date with respect to such Note (provided the Holder has satisfied the conditions in Section 16.02) and (ii) the time of book-entry transfer or the delivery of such Note to the Trustee (or other Paying Agent appointed by the Company) by the Holder thereof in the manner required by Section 16.02 in accordance with this Indenture. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(b) Subject to a Holder's right to receive interest, including any Additional Interest, on the related Interest Payment Date where the Fundamental Change Repurchase Date falls between a Regular Record Date and the Interest Payment Date to which it relates, if by 11:00 a.m. (New York City time) on the Fundamental Change Repurchase Date, the Trustee (or other Paying Agent appointed by the Company) holds money sufficient to make payment on all the Notes or portions thereof that are to be repurchased as a result of the corresponding Fundamental Change, then (i) such Notes will cease to be outstanding and interest, including any Additional Interest, will cease to accrue on such Notes, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Trustee or Paying Agent, and (ii) all other rights of the Holders of such Notes will terminate (other than the right to receive the Fundamental Change Repurchase Price, previously accrued but unpaid interest, including any Additional Interest, and Additional Amounts, if any, upon book-entry transfer or delivery of the Notes).

(c) Upon surrender of a Note that is to be repurchased in part pursuant to Section 16.02, the Company shall execute and the Trustee shall authenticate and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unreurchased portion of the Note surrendered.

ARTICLE 17  
MISCELLANEOUS PROVISIONS

Section 17.01 *Provisions Binding on Company's Successors.* All the covenants, stipulations, promises and agreements of the Company contained in this Indenture shall bind its successors and assigns whether so expressed or not.

Section 17.02 *Official Acts by Successor Company.* Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any corporation or other entity that shall at the time be the lawful successor of the Company.

Section 17.03 *Addresses for Notices, Etc.* Any notice or demand that by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given or served by facsimile transmission, electronic mail, or being deposited postage prepaid by registered or certified mail (until another address is filed by the Company with the Trustee) to Weibo Corporation, 8/F QIHAO Plaza, No. 8 Xijuan S. Road, Chaoyang District, Beijing 100027 People's, Republic of China, Attention: Chief Financial Officer. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or served by a facsimile transmission, electronic mail or by being deposited postage prepaid by registered or certified mail addressed to the Corporate Trust Office.

The Trustee, by notice to the Company, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder shall be mailed to it by first class mail, postage prepaid, at its address as it appears on the Note Register and shall be sufficiently given to it if so mailed within the time prescribed.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to Holders by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Notwithstanding any other provision of this Indenture or any Note, whenever notice is required to be given to a Holder of a Global Note, such notice shall be sufficiently given if given

to the Depositary for such Note (or its designee), pursuant to customary procedures of such Depositary.

Section 17.04 *Governing Law.* THIS INDENTURE AND EACH NOTE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK.

Section 17.05 *Submission to Jurisdiction; Service of Process.* The Company irrevocably appoints Law Debenture Corporate Services Inc. as its authorized agent in the Borough of Manhattan in the City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such agent, and written notice of said service to the Company by the person serving the same to:

Weibo Corporation  
8/F QIHAO Plaza  
No. 8 Xinyuan S. Road, Chaoyang District  
Beijing 10027  
People's Republic of China  
Attention: Fei Cao, Chief Financial Officer  
Facsimile: +86 (10) 8260-7167

shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of five and a half years from the date of this Indenture. If for any reason such agent shall cease to be such agent for service of process, the Company shall forthwith appoint a new agent of recognized standing for service of process in the State of New York and deliver to the Trustee a copy of the new agent's acceptance of that appointment within ten Business Days of such acceptance. Nothing herein shall affect the right of the Trustee, any agent or any Holder to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Company in any other court of competent jurisdiction. To the extent that the Company has or hereafter may acquire any sovereign or other immunity from jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives such immunity in respect of its obligations hereunder or under any Note.

Section 17.06 *Evidence of Compliance with Conditions Precedent; Certificates and Opinions of Counsel to Trustee.*

(a) Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

- (i) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and
- (ii) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with;

*provided* that no Opinion of Counsel under this Section 17.06 shall be required upon the initial issuance of the Notes.

(b) Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each person signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statement or opinion contained in such certificate or opinion is based;

(iii) a statement that, in the opinion of each such person, the person has made such examination or investigation as is necessary to enable the person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether or not, in the opinion of each such person, such condition or covenant has been complied with; provided, however, that, with respect to matters of fact, an Opinion of Counsel may rely on an Officers' Certificate or certificates of public officials.

Section 17.07 *Legal Holidays*. In any case where any Interest Payment Date, Fundamental Change Repurchase Date, Redemption Date, Conversion Date or Maturity Date is not be a Business Day, then any action to be taken on such date need not be taken on such date, but may be taken on the next succeeding Business Day with the same force and effect as if taken on such date, and no interest shall accrue for the period from and after such date.

Section 17.08 *No Security Interest Created*. Nothing in this Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 17.09 *Benefits of Indenture*. Nothing in this Indenture or in the Notes, expressed or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Conversion Agent, any authenticating agent, any Note Registrar and their successors hereunder or the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 17.10 *Table of Contents, Headings, Etc*. The table of contents and the titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 17.11 *Authenticating Agent*. The Trustee may appoint an authenticating agent that shall be authorized to act on its behalf and subject to its direction in the authentication and delivery of Notes in connection with the original issuance thereof and transfers and exchanges of Notes hereunder, including under Article 2, Section 11.04 and Section 16.04 as fully to all

intents and purposes as though the authenticating agent had been expressly authorized by this Indenture and those Sections to authenticate and deliver Notes. For all purposes of this Indenture, the authentication and delivery of Notes by the authenticating agent shall be deemed to be authentication and delivery of such Notes “by the Trustee” and a certificate of authentication executed on behalf of the Trustee by an authenticating agent shall be deemed to satisfy any requirement hereunder or in the Notes for the Trustee’s certificate of authentication. Such authenticating agent shall at all times be a Person eligible to serve as trustee hereunder pursuant to Section 8.09.

Any corporation or other entity into which any authenticating agent may be merged or converted or with which it may be consolidated, or any corporation or other entity resulting from any merger, consolidation or conversion to which any authenticating agent shall be a party, or any corporation or other entity succeeding to all or substantially all the corporate trust business of any authenticating agent, shall be the successor of the authenticating agent hereunder, if such successor corporation or other entity is otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or the authenticating agent or such successor corporation or other entity.

Any authenticating agent may at any time resign by giving written notice of resignation to the Trustee and to the Company. The Trustee may at any time terminate the agency of any authenticating agent by giving written notice of termination to such authenticating agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any authenticating agent shall cease to be eligible under this Section, the Trustee may appoint a successor authenticating agent (which may be the Trustee), shall give written notice of such appointment to the Company and shall mail notice of such appointment to all Holders as the names and addresses of such Holders appear on the Note Register.

The Company agrees to pay to the authenticating agent from time to time reasonable compensation for its services although the Company may terminate the authenticating agent, if it determines such agent’s fees to be unreasonable.

The provisions of Section 8.02, Section 8.03, Section 8.04, Section 9.03 and this Section 17.11 shall be applicable to any authenticating agent.

If an authenticating agent is appointed pursuant to this Section, the Notes may have endorsed thereon, in addition to the Trustee’s certificate of authentication, an alternative certificate of authentication in the following form:

\_\_\_\_\_,  
as Authenticating Agent, certifies that this is one of the Notes  
described in the within-named Indenture.

By: \_\_\_\_\_,  
Authorized Signatory

Section 17.12 *Calculations*. Except as otherwise provided in this Indenture, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the Last Reported Sale Prices of the

ADSs, accrued interest payable on the Notes and the Conversion Rate of the Notes. The Company shall make all these calculations in good faith and, absent manifest error, such calculations will be final and binding on Holders. Neither the Trustee nor the Conversion Agent shall have any responsibility to monitor the accuracy of any calculation to adjustment or the conversion rate and the same shall be conclusive and binding on the Holders, absent manifest error. The Company shall provide a schedule of its calculations to each of the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent is entitled to rely conclusively upon the accuracy of such calculations without independent verification. The Trustee will forward such calculations to any Holder upon the written request of such Holder.

Section 17.13 *Execution in Counterparts*. This Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

Section 17.14 *Severability*. In the event any provision of this Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 17.15 *Waiver of Jury Trial*. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 17.16 *Force Majeure*. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 17.17 *Patriot Act* In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Trustee is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Trustee. Accordingly, each of the parties agree to provide to the Trustee, upon their request from time to time such identifying information

and documentation as may be available for such party in order to enable the Trustee to comply with Applicable Law.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first written above.

WEIBO CORPORATION, the Issuer

By: /s/ Gaofei Wang  
Name: Gaofei Wang  
Title: Chief Executive Officer

Deutsche Bank Trust Company Americas, as Trustee  
By: Deutsche Bank National Trust Company

By: /s/ Annie Jaghatspanyan  
Name: Annie Jaghatspanyan  
Title: Vice President

By: /s/ Robert S. Peschler  
Name: Robert S. Peschler  
Title: Vice President

[Indenture]

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[FORM OF FACE OF NOTE]

[INCLUDE FOLLOWING LEGEND IF A GLOBAL NOTE]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

[INCLUDE FOLLOWING LEGEND IF A RULE 144A NOTE OR A REGULATION S NOTE]

**[THIS SECURITY, THE ADSs ISSUABLE UPON CONVERSION OF THIS SECURITY AND THE CLASS A ORDINARY SHARES REPRESENTED THEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:**

**(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS (X) A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) OR (Y) LOCATED OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND**

**(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THERETO, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:**

**(A) TO WEIBO CORPORATION OR ANY SUBSIDIARY THEREOF;**

**(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED (OR HAS BECOME) EFFECTIVE UNDER THE SECURITIES ACT THAT COVERS RESALE OF THE NOTES OR SUCH ADSs, OR**

**(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT (IF AVAILABLE), OR;**

**(D) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, OR**

**(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(E) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**EACH HOLDER AND BENEFICIAL OWNER, BY ITS ACCEPTANCE OF THIS SECURITY EVIDENCED HEREBY, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.**

**NO AFFILIATE (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT (“RULE 144”)) OF WEIBO CORPORATION OR ANY PERSON THAT IS NOT AN AFFILIATE OF WEIBO CORPORATION , BUT WAS AN AFFILIATE (WITHIN THE MEANING OF RULE 144) OF WEIBO CORPORATION DURING THE THREE IMMEDIATELY PRECEDING MONTHS, OTHER THAN WEIBO CORPORATION , OR ANY SUBSIDIARY OF WEIBO CORPORATION , MAY PURCHASE, OTHERWISE ACQUIRE OR OWN THE NOTES EVIDENCED HEREBY, THE AMERICAN DEPOSITARY SHARES ISSUED UPON CONVERSION THEREOF OR THE ORDINARY SHARES OF WEIBO CORPORATION REPRESENTED BY SUCH AMERICAN DEPOSITARY SHARES ISSUED UPON CONVERSION OF THESE NOTES OR A BENEFICIAL INTEREST THEREIN.]**

WEIBO CORPORATION

1.25% Convertible Senior Note due 2022

No. [ ]

[Initially]<sup>1</sup> \$[ ]

CUSIP No [948596 AA9]<sup>2</sup>[G9515T AA6]<sup>3</sup>

Weibo Corporation, a corporation duly organized and validly existing under the laws of the Cayman Islands (herein called the “**Company**,” which term includes any successor company or other entity under the Indenture referred to on the reverse hereof, and not to its subsidiaries), for value received hereby promises to pay to [CEDE & CO.]<sup>4</sup> [ ]<sup>5</sup>, or registered assigns, the principal sum [as set forth in them “Schedule of Exchanges of Notes” attached hereto]<sup>6</sup> [of \$[ ]]<sup>7</sup> (which amount may from time to time be increased or decreased to such other principal amounts (which, taken together with the principal amounts of all other outstanding Notes, shall not, unless permitted by the Indenture, exceed \$900,000,000 in aggregate at any time by adjustments made on the records of the Trustee or the Custodian of the Depository as set forth in Schedule A hereto, in accordance with the rules and procedures of the Depository on November 15, 2022.

This Note shall bear interest at the rate of 1.25% per annum from October 30, 2017, or from the most recent date to which interest had been paid or provided for, to, but excluding, the next scheduled Interest Payment Date until November 15, 2022. Interest is payable semi-annually in arrears on each May 15 and November 15, commencing May 15, 2018, to holders of record at the close of business on the preceding May 1 and November 1 (whether or not such day is a Business Day), respectively. Interest on this Note shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Payment of the principal of and premium, if any, and accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, this Note shall be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such lawful money of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; *provided, however*, that any payment to the Depository or its nominee shall be paid by wire transfer in immediately available funds in accordance with the wire transfer instruction supplied

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<sup>1</sup> Include if a Global Note.

<sup>2</sup> Include for a Rule 144A Note.

<sup>3</sup> Include for a Regulation S Note.

<sup>4</sup> Include if a Global Note.

<sup>5</sup> Include if a Certificated Note.

<sup>6</sup> Include if a Global Note.

<sup>7</sup> Include if a Certificated Note.

by the Depositary or its nominee from time to time to the Trustee and Paying Agent (if different from Trustee).

Reference is made to the further provisions of this Note set forth on the reverse hereof, including, without limitation, provisions giving the holder of this Note the right to convert this Note into ADSs of the Company, on the terms and subject to the limitations set forth in the Indenture. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of said State.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Trustee or a duly authorized authenticating agent under the Indenture.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

WEIBO CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Deutsche Bank Trust Company Americas

Trustee, certifies that this is one of the Notes described in the within-named Indenture.

By: \_\_\_\_\_  
Authorized Signatory

[FORM OF REVERSE OF NOTE]

Weibo Corporation  
1.25% Convertible Senior Note due 2022

This Note is one of a duly authorized issuance of Notes of the Company, designated as its 1.25% Convertible Senior Notes due 2022 (herein called the “**Notes**”), limited to the aggregate principal amount of \$900,000,000 all issued or to be issued under and pursuant to an Indenture dated as of October 30, 2017 (herein called the “**Indenture**”), between the Company and Deutsche Bank Trust Company Americas (herein called the “**Trustee**”), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Notes.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of, premium, if any, and interest, including any Additional Interest, on, and any Additional Amounts with respect to, all Notes may be declared, by either the Trustee or the Holders of not less than 25% in aggregate principal amount of Notes then outstanding, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions and certain exceptions set forth in the Indenture.

Upon the occurrence of a Change in Tax Law, the Company may elect to redeem the Notes, in whole but not in part, on the Redemption Date at a price equal to the Redemption Price, subject to the Holder’s right to elect to have all or any portion of such Holder’s Notes (in \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) surrendered for conversion or otherwise not so redeemed.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder’s option, to require the Company to repurchase for cash all of such Holder’s Notes or any portion thereof (in \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) on the Fundamental Change Repurchase Date at a price equal to the Fundamental Change Repurchase Price.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Fundamental Change Repurchase Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Note to a Paying Agent to collect such payments in respect of the Note. In respect of the Fundamental Change Repurchase Price, the Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Notes, and in other circumstances, with the consent of the Holders of not less than a majority in aggregate principal amount of the Notes at the time outstanding, evidenced as in the Indenture provided, to execute supplemental indentures modifying the terms of the Indenture and the Notes as described therein. It is also provided in the Indenture that, subject to certain exceptions, the Holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the Holders of

all of the Notes waive any past Default or Event of Default under the Indenture and its consequences.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, premium, if any, and accrued and unpaid interest, including any Additional Interest, on, and any Additional Amounts with respect to, this Note at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Notes are issuable in registered form without coupons in denominations of \$1,000 principal amount and integral multiples of \$1,000 in excess thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations, without payment of any service charge but, if required by the Company or Trustee, with payment of a sum sufficient to cover any tax, assessments or other governmental charges that may be imposed in connection therewith as a result of the name of the Holder of the new Notes issued upon such exchange of Notes being different from the name of the Holder of the old Notes surrendered for such exchange.

Except as set forth in the Indenture, the Notes are not subject to redemption through the operation of any sinking fund or otherwise.

The Holder hereof has the right, at its option, prior to the close of business on the second Business Day immediately preceding the Maturity Date, to convert any Notes or portion thereof that is \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof, into ADSs, at a Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, including, if applicable, with respect to any Make-Whole Additional ADSs or Tax Redemption Additional ADSs.

Terms used in this Note and defined in the Indenture are used herein as therein defined.

Weibo Corporation  
 1.25% Convertible Senior Notes due 2022

The initial principal amount of this Global Note is \$[     ]. The following increases or decreases in this Global Note have been made:

| Date of Exchange | Amount of decrease in<br>Principal Amount of this<br>Global Note | Amount of increase in<br>Principal Amount of this<br>Global Note | Principal Amount of this<br>Global Note following such<br>decrease or increase | Signature of authorized<br>signatory of Trustee or<br>Custodian |
|------------------|--|--|--|---|
|                  |  |  |  |   |
|                  |  |  |  |   |

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<sup>8</sup> Include if a global note.

## [FORM OF NOTICE OF CONVERSION]

To: Weibo Corporation

The undersigned registered owner of this Note hereby exercises the option to convert this Note, or the portion hereof (that is \$1,000 principal amount or an integral multiple thereof) below designated, into ADSs in accordance with the terms of the Indenture referred to in this Note, and directs that any cash payable and any ADSs deliverable upon such conversion, together with any cash payable for any fractional ADS, and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered Holder hereof unless a different name has been indicated below. If any ADSs or any portion of this Note not converted are to be issued in the name of a Person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any in accordance with Section 14.02(d) and Section 14.02(e) of the Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

In connection with the conversion of this Note, or the portion hereof below designated, the undersigned acknowledges, represents to and agrees with the Company that the undersigned is not an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company and has not been an "affiliate" (as defined in Rule 144 under the Securities Act) during the three months immediately preceding the date hereof.

[The undersigned further certifies:

1. The undersigned acknowledges (and if the undersigned is acting for the account of another person, that person has confirmed that it acknowledges) that the Restricted Securities received upon conversion of this Note (or securities represented thereby) have not been and are not expected to be registered under the Securities Act.

2. The undersigned further certifies that either:

(a) The undersigned is, and at the time ADSs are delivered in conversion of its Notes will be, the holder of the ADSs and the ordinary shares represented thereby, and (i) the undersigned is not a U.S. person (as defined in Regulation S under the Act) and is located outside the United States (within the meaning of Regulation S) and acquired, or have agreed to acquire and will have acquired, the Notes being converted and the ADSs and the ordinary shares represented thereby being delivered in the conversion outside the United States and (ii) the undersigned is not in the business of buying and selling securities or, if the undersigned is in such business, the undersigned did not acquire the Notes being converted from the Company or any affiliate thereof in the initial distribution of the Notes.

OR

(b) The undersigned is a broker-dealer acting on behalf of its customer; its customer has confirmed to the undersigned that it is, and at the time ADSs are delivered in conversion of

our Notes will be, the holder of the ADSs and the ordinary shares represented thereby, and (i) it is not a U.S. person (as defined in Regulation S under the Act) and it is located outside the United States (within the meaning of Regulation S and acquired, or have agreed to acquire and will have acquired, the Notes being converted and the ADSs and the ordinary shares represented thereby being delivered in the conversion outside the United States and (ii) it is not in the business of buying and selling securities or, if it is in such business, it did not acquire the Notes being converted from the Company or any affiliate thereof in the initial distribution of the Notes.

OR

(c) The undersigned is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) acting for its own account or for the account of one or more qualified institutional buyers and the undersigned is (or such account or accounts are) the sole beneficial owner(s) of the ADSs to be received upon conversion of the Notes.

3. The undersigned acknowledges that the undersigned (and any such other account) may not continue to hold or retain any interest in Restricted Securities received upon conversion of this Note if the undersigned (or such other account) becomes an Affiliate of the Company.

4. The undersigned agrees (and if the undersigned is acting for the account of another person, that person has confirmed that it agrees) that, unless and until the undersigned (or such other account) is notified by the Depository that the restrictive legend on such Restricted Security has been removed from such security, the undersigned (and such other account) will not offer, sell, pledge or otherwise transfer the Restricted Security (or securities represented by such Restricted Security) except in accordance with the restrictions set forth in that legend and any applicable securities laws of the United States and any state thereof.<sup>9</sup>

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<sup>9</sup> Include if a Restricted Security.

Dated: \_\_\_\_\_

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if ADSs are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of ADSs if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)  
Please print name and address

Principal amount to be converted (if less than all):  
\$ \_\_\_\_\_,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the fact of the Note in every particular without alteration or enlargement or any change whatever.

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Social Security or Other Taxpayer  
Identification Number

A-1- 4

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[FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE]

To: Weibo Corporation

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Weibo Corporation (the “Company”) as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to repay to the registered holder hereof in accordance with the applicable provisions of the Indenture referred to in this Note (1) the entire principal amount of this Note, or the portion thereof (that is \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not fall during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, including Additional Interest, if any, thereon to, but excluding, such Fundamental Change Repurchase Date.

The undersigned hereby certifies that it (or if it is acting for the account of one or more persons, that each such person) is not, and has not been, during the three months immediately preceding the date hereof, an “affiliate” of the Company (within the meaning of Rule 144 under the Securities Act of 1933, as amended) (an “Affiliate”).

In the case of certificated Notes, the certificate numbers of the Notes to be repurchased are as set forth below:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Social Security or Other Taxpayer Identification Number

Principal amount to be repaid (if less than all):  
\$ \_\_\_\_\_,000

NOTICE: The above signature(s) of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

[FORM OF ASSIGNMENT AND TRANSFER]

For value received \_\_\_\_\_ hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ (Please insert social security or Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the said Note on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the within Note occurring prior to the Resale Restriction Termination Date, as defined in the Indenture governing such Note, the undersigned confirms that such Note is being transferred:

- To Weibo Corporation or a subsidiary thereof; or
- Pursuant to a registration statement that has become or been declared effective under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended; or
- Outside the United States to a person that is not a U.S. person in accordance with Regulation S under the Securities Act of 1933, as amended; or
- Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended (if available).

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature(s)

Signature Guarantee Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if Notes are to be delivered, other than to and in the name of the registered holder.

NOTICE: The signature on the assignment must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.



[FORM OF CERTIFICATE RE: EXCHANGE FOR RULE 144A NOTE]

To: [Trustee]  
[Address]

Attention: [        ]  
Fax: [        ]

In connection with the requested exchange of the within Note (or a portion thereof) for a Rule 144A Note with like aggregate principal amount (or an increase in the aggregate principal amount represented by a Global Note that constitutes a Rule 144A Note) prior to the Notes Fungibility Date, as defined in the Indenture governing such Note, the undersigned confirms that:

- (1) such exchange occurs in connection with a transfer of such Note (or a beneficial interest therein) under Rule 144A (as defined in the Indenture); and
- (2) such Note (or a beneficial interest therein) is being transferred to a Person:
  - (a) who the undersigned reasonably believes to be a QIB (as defined in the Indenture);
  - (b) purchasing for its own account or the account of a QIB in a transaction meeting the requirements of Rule 144A; and
  - (c) in accordance with all securities laws of the states of the United States and other jurisdictions.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature(s)

\_\_\_\_\_

<sup>10</sup> To be included for Regulation S Notes.

[FORM OF CERTIFICATE RE: EXCHANGE FOR REGULATION S NOTE]

To: [Trustee]  
[Address]

Attention: [        ]  
Fax: [        ]

In connection with the requested exchange of the within Note (or a portion thereof) for a Regulation S Note with like aggregate principal amount (or an increase in the aggregate principal amount represented by a Global Note that constitutes a Regulation S Note) prior to the Notes Fungibility Date, as defined in the Indenture governing such Note, the undersigned confirms that the Note (or a beneficial interest therein) has been transferred in accordance with Rule 903 or 904 of Regulation S under the U.S. Securities Act of 1933, as amended.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature(s)

<sup>11</sup> To be included for Rule 144A Notes.

[FORM OF NOTICE OF TAX REDEMPTION ELECTION]

To: Weibo Corporation

The undersigned registered owner of this Note hereby elects to not have this Note, or the portion hereof (that is \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) below designated, be subject to a Tax Redemption, and any Notes representing any principal amount hereof not subject to such Tax Redemption, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If any portion of this Note not subject to such Tax Redemption is to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto.

The undersigned hereby certifies that it (or if it is acting for the account of one or more persons, that each such person) is not, and has not been, during the three months immediately preceding the date hereof, an "affiliate" of the Company (within the meaning of Rule 144 under the Securities Act of 1933, as amended) (an "Affiliate").

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if ADSs are to be issued, or Notes to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

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(Name)

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(Street Address)

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(City, State and Zip Code)

Please print name and address

Principal amount to be converted (if less than all):

\$ \_\_\_\_\_,000

NOTICE: The above signature(s) of the holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

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Social Security or Other Taxpayer Identification Number

[FORM OF AUTHORIZATION CERTIFICATE]

I, [Name], [Title], acting on behalf of Weibo Corporation (the “**Company**”) hereby certify and without personal liability that:

- (A) the persons listed below are (i) authorized Officers of the Company for purposes of the Indenture (the “**Indenture**”) dated as of [ ], 2017 between the Company and Deutsche Bank Trust Company Americas, as trustee, (ii) duly elected or appointed, qualified and acting as the holder of the respective office or offices set forth opposite their names and (iii) the duly authorized persons who executed or will execute the Indenture, the Notes and any other written instruction with regards to any matter pertaining to the Indenture by their manual or facsimile signatures and were at the time of such execution, duly elected or appointed, qualified and acting as the holder of the offices set forth opposite their names;
- (B) each signature appearing in Schedule I is the person’s genuine signature; and
- (C) attached hereto as Schedule II is a true, correct and complete specimen of the certificates representing the Notes.

IN WITNESS WHEREOF, I have hereunto executed and delivered this certificate on behalf of the Company as of the date indicated.

Dated: \_\_\_\_\_

[Name]

By: \_\_\_\_\_

Name:

Title:

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Share Pledge Agreement

This Share Pledge Agreement is entered into in Haidian District, Beijing between the following parties on [Execution Date]:

Party A: [Name of Pledgor] (hereinafter referred to as the “Pledgor”)

ID No.:

Party B: [Name of Pledgee] (hereinafter referred to as the “Pledgee”)

Address:

Whereas:

- (1) The Pledgor is a shareholder of [Name of Variable Interest Entity] (hereinafter referred to as “[VIE]”), and owns [●]% of [VIE]’s shares;
- (2) All of the Pledgor’s investments in [VIE] were sourced from the loan(s) provided by the Pledgee to the Pledgor in accordance with an agreement between the Pledgor and the Pledgee regarding the aforesaid loan(s) (hereinafter referred to as the “Loan Agreement”), the Pledgor bears RMB[Amount of debt] Yuan of debt to the Pledgee;
- (3) The Pledgor and the Pledgee entered into an Agreement on Authorization to Exercise Shareholder’s Voting Power (the “Share Rights Agreement”) on [Execution Date], and according to the Share Rights Agreement, in the case that the Pledgor breaches the Share Rights Agreement, the Pledgor shall pay liquidated damages;
- (4) [VIE] and the Pledgee entered into a “Trademark License Agreement” on [Execution Date], and according to the Trademark License Agreement, [VIE] shall pay corresponding royalties for trademark licensed by the Pledgee to [VIE];
- (5) [VIE] and the Pledgee entered into a “Technical Services Agreement” on [Execution Date], and according to the Technical Service Agreement, [VIE] shall, as the case may be, pay corresponding technology transfer fee, technology license fee, technical service fee, equipment assignment fee and/or equipment rental, etc. to the Pledgee;
- (6) The Pledgor agrees to pledge all of its shares in [VIE] and all other rights relevant to the said share rights to the Pledgee as a collateral security for the Pledgor to pay off all debts to the Pledgee and for [VIE] to perform its payment obligation pursuant to the Trademark License Agreement and the Technical Services Agreement and other relevant obligations; the Pledgee agrees to accept such security.

Therefore, both parties agree as follows after equal and friendly negotiations:

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## 1. Interpretation and Definitions

- 1.1 In this Agreement, unless otherwise specified in the context, the following terms shall be interpreted according to their respective meanings defined in the following clauses.
- 1.2 Secured Debts: shall mean the following debts:
- 1.2.1 all the principal, interest, overdue interest, liquidated damages, indemnities which the Pledgor shall pay to the Pledgee under the Loan Agreement, as well as all expenditures (including the lawyer's fee) and other amounts paid by the Pledgee for enforcing its rights under the Loan Agreement when the Pledgor breaches the Agreement;
  - 1.2.2 all liquidated damages which the Pledgor shall pay to the Pledgee under the Share Rights Agreement, the interest of the liquidated damages, the overdue interest, as well as all expenditures (including the lawyer's fee) and other amounts paid by the Pledgee for enforcing its rights under the Share Rights Agreement when the Pledgor breaches the Share Rights Agreement;
  - 1.2.3 all royalties for trademark license, the liquidated damages and other relevant fees which [VIE] shall pay to the Pledgee under the Trademark License Agreement, as well as all expenditures (including the lawyer's fee) and other amounts paid by the Pledgee for enforcing its rights under the Trademark License Agreement when [VIE] breaches the Agreement;
  - 1.2.4 the technology transfer fee, technology license fee, technical service fee, equipment assignment fee and/or equipment rental, etc., the liquidated damages and other relevant fees, which [VIE] shall pay to the Pledgee under the Technical Services Agreement, as well as all expenditures (including the lawyer's fee) and other amounts paid by the Pledgee for enforcing its rights under the Technical Services Agreement when [VIE] breaches the Technical Services Agreement.
- 1.3 Pledged Rights: shall mean the Pledgor's shares in [VIE] and all other rights relevant to such shares. Specifically, the Pledged Rights include but are not limited to the following rights:
- 1.3.1 all dividends, profit distributions, extra dividends, allocated shares and any other kind of funds relevant to the Pledged Rights, as well as corresponding rights and interests, which the Pledgor shall be entitled to receive from [VIE] at present or in the future;
  - 1.3.2 the rights enjoyed by the Pledgor in determining [VIE]'s operational guidelines, investment plans and other major matters as well as on electing and changing directors and supervisors, which are corresponding to the Pledged Rights it holds;
  - 1.3.3 all interests warranted, confirmed and promised by other parties under [VIE]'s articles of association and other organizational documents to the Pledgor;

- 1.3.4 the Pledgor's right of claiming against any party to [VIE]'s articles of association or any other organizational document for compensation due to any breach;
- 1.3.5 the Pledgor's right of consenting to or opposing the rescission, amendment or termination of [VIE]'s articles of association and other organizational documents due to the Pledged Rights it holds;
- 1.3.6 Other powers and rights relevant to the Pledged Rights, which the Pledgor is entitled to according to relevant laws and regulations of China as well as [VIE]'s articles of association and other organizational documents.

## **2. Pledge of Stock Rights**

- 2.1 The Pledgor warrants that it will, pursuant to the Loan Agreement and the Share Rights Agreement, pay off relevant debts to the Pledgee, and meanwhile provide guaranty for [VIE] to perform the payment obligation and other relevant obligations under the Trademark License Agreement and the Technical Services Agreement. Therefore, the Pledgor agrees to pledge the Pledged Rights to the Pledgee.
- 2.2 The Pledgor shall, on the date of execution of this Agreement, submit to the Pledgee the following documents:
  - 2.2.1 the investment certificate issued by [VIE] to the Pledgor evidencing that the Pledgor lawfully holds the Pledged Stock Rights;
  - 2.2.2 the written documents showing that [VIE]'s other shareholders agree with the Pledgor on establishing the pledge of share rights under this Agreement;
  - 2.2.3 all other materials and documents reasonably required by the Pledgee.
- 2.3 The Pledgor shall deliver the capital contribution certificate to the Pledgee on the date of effectiveness of this Agreement, and go through the procedures for record of modification of the share register in [VIE].

## **3. Scope of Security**

- 3.1 The scope of security of the Pledged Stock Rights under this Agreement shall cover:
  - 3.1.1 the Secured Debts as defined in Article 1.2 of this Agreement;
  - 3.1.2 the expenditures paid by the Pledgee for enforcing its right of pledge under this Agreement.

## **4. Term of Right of Pledge**

- 4.1 The valid duration of the right of pledge which the Pledgee enjoys under this Agreement shall commence on the effectiveness date of this Agreement until the three-year anniversary of the date when the last sum of guaranteed debt is due.

## **5. Exercise of the Right of Pledge**

- 5.1 In the event that the Pledgor fails to pay off its debts under the Loan Agreement or the Share Rights Agreement to the Pledgee on time, or [VIE] fails to perform its payment obligation or other relevant obligations to the Pledgee under the Trademark License Agreement or the Technical Services Agreement, or the Pledgor breaches its responsibilities or obligations under this Agreement, the Pledgee shall be entitled to, within a scope permitted by the applicable laws, exercise the right of pledge at any time it considers appropriate within the duration of the right of pledge and in a method it considers appropriate. Such methods shall include but not be limited to:
- 5.1.1 negotiating with the Pledgor on paying off the Secured Debts by transferring to the Pledgee the Pledged Rights;
  - 5.1.2 selling off the Pledged Rights, and paying off the Secured Debts with the proceeds from the sale;
  - 5.1.3 retaining a competent institution to auction total or partial Pledged Rights; and/or
  - 5.1.4 disposing of the Pledged Rights by taking other appropriate measures permitted by the applicable laws.
- 5.2 In the process when the Pledgee disposes of the Pledged Rights according to the preceding paragraph, the Pledgee shall be entitled to:
- 5.2.1 substitute the Pledgor to exercise the powers or rights relevant to the Pledged Rights as [VIE]'s shareholder;
  - 5.2.2 pay necessary money for exercising any power or right imposed by this Agreement or the law upon the Pledgee;
  - 5.2.3 exercise in a way it considers appropriate or permit other person to exercise any power or right under the Pledged Rights;
  - 5.2.4 recover or claim the money payable to the Pledgor arising from the Pledged Rights for paying off the Secured Debts;
  - 5.2.5 with respect to claim by any person for the rights relevant to the Pledged Rights in any respect, make settlement, reach reconciliation, resort to arbitration or litigation proceedings or seek any other measures it considers appropriate;
  - 5.2.6 take all other actions permitted by law for the purpose of enforcing any of its rights under this Agreement.
- 5.3 At the Pledgee's request, the Pledgor must assist the Pledgee in obtaining all necessary approvals or consents relevant to the Pledgee's enforcement of its credit rights and the right of pledge.

- 5.4 Within the duration of the right of pledge, the Pledgee shall be entitled to collect the legal fruits of the Pledged Rights.
- 5.5 All the money collected by the Pledgee from the exercise of its right of pledge (including but not limited to the price obtained from disposing of the Pledged Rights and any proceeds derived from the Pledged Rights) shall be put into use in the following order on the premise of not violating other clauses of this Agreement:
- 5.5.1 It shall be at first used to pay all the expenses incurred to the Pledgee due to exercise of the right of pledge and/or other rights under this Agreement;
- 5.5.2 Then, it shall be used by the Pledgee to pay off the Secured Debts according to law;
- 5.5.3 If there is still remaining amount after the Secured Debts are paid off, the said amount shall be paid to the Pledgor or the person who is entitled to receive it, with no interest being paid.

**6. Rescission of the Right of Pledge**

- 6.1 If, at any time within the effective duration of the right of pledge, the secured debts are fully paid off, and the Pledgor no longer bears any obligation or liability under this Agreement, the Pledgee's right of pledge under this Agreement shall be extinct on the date when all the Secured Debts are paid off. In such a case, at the Pledgor's request, the Pledgee shall execute the written documents on the pledge of shares created under this Agreement and deliver them to the Pledgor, or assist the Pledgor in going through other procedures for rescinding the pledge of shares under this Agreement.
- 6.2 Unless otherwise prescribed in the preceding paragraph, the pledge of shares under this Agreement shall not be rescinded without the Pledgee's prior written consent.

**7. Nature of Security**

- 7.1 The guaranty under this Agreement shall not be affected by other guaranties held by the Pledgee regarding the Secured Debts, and shall not affect the effectiveness of those other securities, either.
- 7.2 Neither the security nor the Pledgee's rights under this Agreement shall be rescinded or affected due to any of the following circumstances:
- 7.2.1 the Pledgee's offering a grace period to, rescission or mitigation of any person's debts at any time;
- 7.2.2 any amendment, modification or supplement to the Loan Agreement, the Share Rights Agreement, the Trademark License Agreement and/or the Technical Services Agreement;

- 7.2.3 any disposal, modification or rescission of any other guaranty of the relevant secured debts;
- 7.2.4 reconciliation reached on the claims raised by any person between the Pledgee and such person;
- 7.2.5 any delay, act, nonfeasance or mistake arising out of the Pledgee's exercise of its rights;
- 7.2.6 any circumstance which the Loan Agreement, the Share Rights Agreement, the Trademark License Agreement and/or the Technical Services Agreement or the performance thereof are considered ineffective; or
- 7.2.7 any other event which might otherwise affect the Pledgor's obligations under this Agreement.

## **8. Public Notarial Procedures**

- 8.1 After the effectiveness of this Agreement, the Pledgor shall, at the Pledgee's request, cooperate with the Pledgee in going together to lawful public notary office to go through the notarial procedures as required by this Agreement, and shall provide all necessary cooperation as per the public notary office's requirements.
- 8.2 All expenses incurred from the above mentioned notarial procedures shall be solely borne by the Pledgee.

## **9. Special Provisions**

- 9.1 Without the Pledgee's prior written consent, the Pledgor shall not assign any right it may enjoy under this Agreement or any obligation it shall bear hereunder to any other party.
- 9.2 The Pledgee shall be entitled to assign any of its rights or obligations under this Agreement to any third party at any time without being consented by the Pledgor. In such a case, the Pledgor shall unconditionally cooperate with the Pledgee in going through relevant procedures for assignment of the rights and obligations, including but not limited to execution of relevant agreement on change of contractual parties.
- 9.3 After the procedures for pledge of the shares under this Agreement are completed, unless the Pledgee makes a reverse decision and informs the Pledgor, the Pledgor shall be obligated to continue abiding by the legal provisions concerning the Pledged Rights, performing all rights and obligations relevant to the Pledged Rights (including but not limited to exercising all its powers and rights relevant to the Pledged Rights under [VIE]'s articles of association), and fulfilling the prudence and credibility obligations which a shareholder shall fulfill.
- 9.4 The Pledgee shall bear no obligation or legal liability for the Pledged Rights, nor does it have to perform any obligation that the Pledgor shall bear for the Pledged Rights. Without prejudice to the Pledgee's rights under this Agreement, the Pledgee shall bear no obligation or legal liability to others for the Pledged Rights under this Agreement.

- 9.5 The Pledgor must timely notify the Pledgee of any event that might affect the Pledged Stock Rights or the value of the Pledged Stock Rights or might impede the Pledgor from performing its rights as [VIE]'s shareholder or harm or delay its performing such rights.
- 9.6 Without the Pledgee's prior consent, the Pledgor may not conduct any of the following acts:
- 9.6.1 Amending or modifying in any other way [VIE]'s articles of association;
  - 9.6.2 Establishing any further guaranty on the Pledged Rights beside the pledge created under this Agreement;
  - 9.6.3 Disposing of any interest of the Pledged Rights in any way;
  - 9.6.4 Conducting any act that might harm the Pledgee's Pledged Rights or any of its rights under this Agreement.
- 9.7 Without the Pledgee's written consent, the Pledgor shall not have the Pledged Rights transferred or re-pledged, or dispose of the Pledged Rights in any other way which may harm the right of pledge enjoyed by the Pledgee under this Agreement.

**10. Representations, Commitments and Warranties**

- 10.1 The pledgor hereby makes representations, commitments and warranties to the Pledgee as follows:
- 10.1.1 The Pledgor has lawful eligibility and necessary power to conclude this Agreement and is able to entirely perform any of its obligations under this Agreement;
  - 10.1.2 The Pledgor has lawfully performed its obligation of contributing investments to [VIE]; is the only holder of the Pledged Rights; and has lawful, complete and full ownership over all the Pledged Rights under this Agreement;
  - 10.1.3 [VIE]'s shareholders' meeting has adopted a resolution on consenting to the pledge of shares pursuant to this Agreement;
  - 10.1.4 Except the pledge established in this Agreement, the Pledgor has not established or permitted others to establish any security right on the Pledged Rights without the Pledgee's prior written consent; the Pledged Rights are involved in no ownership dispute, are not distained or limited in other legal proceedings, but may be pledged and transferred according to the applicable laws;
  - 10.1.5 There is neither existing or pending litigation, arbitration or administrative proceedings against the Pledged Rights and/or the Pledgor nor any such threat;

- 10.1.6 The Pledgor's execution of this Agreement, exercise of the rights under this Agreement, or performance of the obligations under this Agreement will not violate any document or legal provision applicable to the Pledgor or its properties;
  - 10.1.7 The pledge created under this Agreement constitutes an effective security of the secured debts, may be implemented according to its clauses, and shall not be restricted by any other's rights, interests or claims at a preferential or equal status;
  - 10.1.8 All documents delivered by the Pledgor to the Pledgee and relevant to this Agreement are authentic, complete and accurate in all substantive aspects, and there is no omission that might cause any information in such documents to be in any way incorrect or misleading;
  - 10.1.9 This Agreement constitutes lawful, effective and binding obligations to the Pledgor, and may be subject to compulsory enforcement according to its clauses upon application.
- 10.2 The Pledgee hereby makes representations, commitments and warranties to the Pledgor:
- 10.2.1 The Pledgee is a lawfully established and validly existing limited liability company, has the right to conclude this Agreement and is able to perform its obligations under this Agreement.
  - 10.2.2 The Pledgee has obtained all authorizations and consents for executing and performing this Agreement.

## **11. Breach Liability**

- 11.1 If Party A or Party B (each, a "Party") directly or indirectly violates any provision hereunder or fails to perform or fails to timely and fully perform any of its obligations hereunder and thus constitutes a breach of this Agreement, the non-defaulting Party (the "Non-Defaulting Party") shall have the right to send a written notification requiring the defaulting Party (the "Defaulting Party") to make corrections, take adequate, effective and timely measures to eliminate the effect thus caused, and indemnify the Non-Defaulting Party any losses suffered from the Defaulting Party's breach of contract.
- 11.2 Upon occurrence of any breach of contract, if the Non-Defaulting Party, based on reasonable and objective judgment, believes that such breach of contract has caused it impossible or unfair for the Non-Defaulting Party to perform its corresponding obligations hereunder, then the Non-Defaulting Party may notify the Defaulting Party in writing that it will suspend its performance of its corresponding obligations hereunder, until the Defaulting Party has stopped its breach of contract, taken adequate, effective and timely measures to eliminate the effect thus caused, and indemnified the Non-Defaulting Party any losses suffered from the Defaulting Party's breach of contract.
- 11.3 The Non-Defaulting Party's losses to be indemnified by the Defaulting Party due to its breach of contract shall include the direct economic losses suffered by the Non-Defaulting Party due to the breach of contract and any expectable indirect losses and additional fees and costs, including but not limited to the lawyer's fee, legal cost, arbitration cost, financial cost and travel cost, etc.

## **12. Force Majeure**

- 12.1 A Force Majeure Event refers to any event uncontrollable, unpredictable, or unavoidable even predicted by the Parties hereunder, which interferes, affects or delays any Party's performance of the whole or part of its obligations hereunder. Such events shall include, without limitation, the government's act, acts of God, war, hacker's attack or any other similar event.
- 12.2 Any Party suffering from a Force Majeure Event may suspend its performance of its relevant obligations hereunder thus prevented, without having to undertake any liability for breach of contract, until the effect of such Force Majeure Event is eliminated. However, such affected Party shall try its best to overcome such Force Majeure Event and reduce its adverse effect.
- 12.3 The Party affected by a Force Majeure Event shall provide the other Party with a legal certificate issued by the local notary public (or any other competent organ) for certifying such Force Majeure Event; otherwise, the other Party may request it to undertake breach liability according to this Agreement.

## **13. Effectiveness, Amendment and Termination**

- 13.1 This Agreement shall become effective upon the satisfaction of the following conditions:
- 13.1.1 The pledgor and the Pledgee have formally executed this Agreement;
- 13.1.2 The pledge of the shares under this Agreement has been recorded in [VIE]'s register of shareholders.
- 13.2 Both parties may, after negotiations, amend this Agreement in the form of a written agreement at any time.
- 13.3 This Agreement shall be terminated when any of the following circumstances arises:
- 13.3.1 The duration of the right of pledge has elapsed;
- 13.3.2 Both parties rescind the pledge of the shares under this Agreement according to the clause of "Rescission of the Right of Pledge" in this Agreement;
- 13.3.3 The Pledgee and the Pledgor agree after negotiations to terminate this Agreement;
- 13.3.4 The Pledgee unilaterally consents on terminating this Agreement in advance.
- 13.4 The early termination of this Agreement shall not affect either party's rights or obligations accrued under this Agreement prior to the date when this Agreement was early terminated.

**14. Dispute Settlement**

- 14.1 Any dispute arising out of interpretation or performance hereof shall be settled through friendly negotiation between the Parties.
- 14.2 If such negotiation fails, both Parties shall submit such dispute to China International Economic and Trade Arbitration Commission for arbitration according its current arbitration rules. The place of arbitration shall be Beijing, and the language of arbitration shall be Chinese. The arbitration award shall be final and binding on both Parties.
- 14.3 The formation, effectiveness, performance and interpretation hereof as well as dispute settlement shall be governed by the laws of the People's Republic of China.

**15. Miscellaneous**

- 15.1 This Agreement is executed in triplicate, with each Party holding one, one copy for notary, all of which shall be of the same legal effect.
- 15.2 The headings used in this Agreement are for convenience only, and shall not affect the interpretation of any provision hereof.
- 15.3 Both Parties may modify and supplement this Agreement through written agreements. Such written agreement of modification or supplementation executed by both Parties shall constitute a part of, and be of the same legal effect as, this Agreement.
- 15.4 If any provision hereunder is held invalid or unenforceable in whole or in part due to violating laws or regulations or any other reason, the affected part of such provision shall be deemed deleted from the Agreement. The deletion of such affected part shall not affect the validity and enforceability of the other parts of such provision or that of other provisions hereof. Both Parties shall negotiate and enter into new provisions so as to replace such invalid or unenforceable provision.
- 15.5 Unless otherwise provided, any Party's failure or delay in exercising any right, power or privilege shall not be deemed as a waiver of such right, power or privilege. Any single or partial exercise of any right, power or privilege shall not preclude exercise of any other right, power or privilege.
- 15.6 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersede any and all previous or simultaneous oral and written agreements, understandings and communication between the Parties relating to such subject matter. Unless otherwise expressly provided herein, there shall not be any other express or implied obligations or undertakings between the Parties.

15.7 This Agreement shall be binding upon both parties and their respective successors and qualified assignees.

15.8 Any other matters not contemplated hereunder shall be subject to further negotiation between the Parties.

**Shareholder**

**[Name of Pledgee]**

Handwritten Signature:  /s/ \_\_\_\_\_ Authorized Representative:  /s/ \_\_\_\_\_

### Schedule of Material Differences

One or more persons entered into share pledge agreement with the respective wholly foreign owned subsidiaries of Sina Corporation using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

| No. | Name of Pledgee                       | Name of Pledgor | Name of Variable Interest Entity (the "VIE")  | % of Pledgor's Equity Interest in the Variable Interest Entity | Amount of Debt     | Execution Date  |
|-----|---------------------------------------|-----------------|---|--|--------------------|-----------------|
| 1.  | SINA.com Technology (China) Co., Ltd. | W Wang          | Jinzhao Hengbang Technology (Beijing) Co., Ltd. (formerly, Beijing SINA Infinity Advertising Co., Ltd.) | 50%  | RMB 75,000,000     | October 9, 2015 |
| 2.  | SINA.com Technology (China) Co., Ltd. | YL Liu          | Jinzhao Hengbang Technology (Beijing) Co., Ltd. (formerly, Beijing SINA Infinity Advertising Co., Ltd.) | 50%  | RMB 75,000,000     | October 9, 2015 |
| 3.  | SINA.com Technology (China) Co., Ltd. | DH Lin          | Beijing Sina Internet Information Service Co., Ltd.   | 22.7855%   | RMB 186,841,370.53 | January 5, 2018 |
| 4.  | SINA.com Technology (China) Co., Ltd. | GF. Wang        | Beijing Sina Internet Information Service Co., Ltd.   | 22.7855%   | RMB 186,841,370.53 | January 5, 2018 |
| 5.  | SINA.com Technology (China) Co., Ltd. | H Du            | Beijing Sina Internet Information Service Co., Ltd.   | 27.3395%   | RMB 224,183,629.47 | January 5, 2018 |
| 6.  | SINA.com Technology (China) Co., Ltd. | F. Cao          | Beijing Sina Internet Information Service Co., Ltd.   | 27.0895%   | RMB 222,133,629.47 | January 5, 2018 |
| 7.  | SINA.com Technology (China) Co., Ltd. | L Wei           | Beijing Star-Village Online Cultural Development Co., Ltd.  | 30%  | RMB 3,000,000      | March 11, 2016  |
| 8.  | SINA.com Technology (China) Co., Ltd. | H. Du           | Beijing Star-Village Online Cultural Development Co., Ltd.  | 30%  | RMB 3,000,000      | March 11, 2016  |
| 9.  | SINA.com Technology (China) Co., Ltd. | GF Wang         | Beijing Star-Village Online Cultural Development Co., Ltd.  | 40%  | RMB 4,000,000      | March 11, 2016  |

| <b>No.</b> | <b>Name of Pledgee</b>                      | <b>Name of Pledgor</b> | <b>Name of Variable Interest Entity (the "VIE")</b> | <b>% of Pledgor's Equity Interest in the Variable Interest Entity</b> | <b>Amount of Debt</b> | <b>Execution Date</b> |
|------------|---|------------------------|---|---|-----------------------|-----------------------|
| 10.        | Weibo Internet Technology (China) Co., Ltd. | W. Wang                | Beijing Weimeng Technology Co., Ltd.                | 30%   | RMB 166,500,000       | January 19, 2018      |
| 11.        | Weibo Internet Technology (China) Co., Ltd. | Y. Liu                 | Beijing Weimeng Technology Co., Ltd.                | 30%   | RMB 166,500,000       | January 19, 2018      |
| 12.        | Weibo Internet Technology (China) Co., Ltd. | ZH Cao                 | Beijing Weimeng Technology Co., Ltd.                | 20%   | RMB 111,000,000       | January 19, 2018      |
| 13.        | Weibo Internet Technology (China) Co., Ltd. | W. Zheng               | Beijing Weimeng Technology Co., Ltd.                | 20%   | RMB 111,000,000       | January 19, 2018      |

## Loan Agreement

This agreement is signed and entered in by and between the following parties on [Execution Date] in Haidian District, Beijing.

Party A: [Name of Borrower] (hereinafter referred to as “the borrower”)

ID No:

Party B: [Name of Sina Company] (hereinafter referred to as “Sina Company”)

Address:

Whereas:

- (1) The borrower intends to purchase [●]% of shares of [Name of Variable Interest Entity] (hereinafter referred to as “[VIE]”) and for that purpose wishes to borrow RMB[Amount of Loan] Yuan from Sina Company;
- (2) Sina Company agrees to provide the said loan to the borrower in accordance with and subject to the terms and conditions under the agreement.

The following agreements have been reached by and between both parties based on the principles of equality and mutual benefits via friendly negotiation:

### 1. Amount of Loan

- 1.1 Sina Company agrees to provide a long-term loan in the amount of RMB[Amount of Loan] Yuan to the borrower subject to the terms and conditions under the agreement (hereinafter referred to as “long-term loan”).

### 2. Life of Loan

- 2.1 The life of the long-term loan prescribed under the agreement shall be 10 years from the date when this agreement is signed, and this agreement shall be automatically extended by 10 years upon the expiration of the term or any extended term, unless notified by Sina Company to contrary three months before the expiration.
- 2.2 The borrower agrees that Sina Company shall have the right to, at its own discretion, shorten or extend the life of loan with reference to the real situation.

### 3. Use of Loan

- 3.1 The borrower shall use the long-term loan for purchasing [●]% of shares of [VIE] and any other application of this long-term loan shall obtain earlier written consent from Sina Company.
-

3.2 During the life of loan, the borrower shall neither transfer partial or all its shares of [VIE] to any third party nor set any security against such shares without prior approval given by Sina Company in written form.

**4. Interest of Loan**

4.1 The long-term loan under this agreement is interest-free loan and Sina Company shall not collect any other fees or charges from the borrower.

**5. Satisfaction with Loan**

5.1 Sina Company shall have the right to require from time to time the borrower to compensate for the long-term loan under this agreement without violating the laws and regulations of PR China in the method as Sina Company directs, including but not limited to, transfer of all or partial shares of [VIE] held by the borrower to Sina Company or any subject appointed by Sina Company.

**6. Liability for Tax**

6.1 Both parties shall on their own pay taxes and costs by laws respectively.

6.2 Save for taxes and costs of the borrower or Sina Company on their own expressly reserved by laws, Sina Company shall be liable for all other taxes and reasonable costs in connection with this long-term loan under this agreement.

**7. Breach and Compensation**

7.1 Any breach of any article of the agreement directly or indirectly or no commitment or commitment out of time insufficiently to the obligations of the agreement shall constitute breach of the contract. The party that observes the contract shall have the right to request the breaching party by written notice to make corrections to its breaching actions and avoid the bad result with sufficient, effective and timely measures taken, and to compensate for the losses of the non-breaching party due to its breaching actions.

7.2 After any breaching occurs, the non-breaching party, if holding that the breaching has resulted in impossibility or unfairness for the non-breaching party to perform the relevant obligations under this agreement with reasonable and objective discretion applied, shall have the power to discontinue its relevant obligations of this agreement with written notice sent to the non-breaching party until the breaching party stops its breach of the contract, take sufficient, effective and timely measures to avoid the bad results, and compensate for the losses of the non-breaching party due to its breaching actions.

7.3 The indemnification that the breaching party makes to the non-breaching party shall include any direct economic losses and any predictable indirect losses or excess expenses that occur to the non-breaching party due to violation of the contract by the breaching party, including but not limited to attorney fees, legal costs, arbitration fees, financial expenses, travel expenses and etc.

**8. Effectiveness, Modification and Termination**

- 8.1 This agreement shall be effective since it is signed by authorized representatives of the parties.
- 8.2 The parties may via negotiation modify or terminate this agreement in advance in written form at any time.
- 8.3 Any party shall have the right to terminate this agreement unilaterally in advance with written notice given if any of the following situations occurs to the other party:
  - 8.3.1 Within 30 days since the written notice sent out by the non-breaching party, the breaching party still not modifies its breach of the contract, or takes sufficient, effective and timely measures to avoid the bad results, and compensate for the losses of the non-breaching party due to its breaching actions.
  - 8.3.2 Such party is unable to continue to perform this agreement due to force majeure.
- 8.4 Earlier termination of this agreement shall not affect the generated rights and obligations by this agreement before such termination date.

**9. Settlement of Disputes and Governing Laws**

- 9.1 Parties shall settle any disputes over contents of this agreement or its execution via friendly negotiation; which if fails, they shall submit the disputes to China International Economic and Trade Arbitration Commission (CIETAC) for settlement. The arbitrament awarded shall be final and binding on both parties.
- 9.2 Laws and regulations of PRC shall be applied for conclusion, execution, interpretation and settlement of disputes concerning this agreement.

**10. Miscellaneous**

- 10.1 Either party's failure to perform its rights in time under this agreement shall neither be deemed as waiver of such rights nor affect its execution of such rights in future.
- 10.2 If any article or clause of this agreement becomes invalid or unexecutable entirely or partially no matter what reasons, the remaining portions of this agreement shall be still effective and binding.
- 10.3 This agreement is made into one original with two copies, one for each party, both with equally legal effectiveness.
- 10.4 Matters not included in this agreement shall be determined by both parties via negotiation.

**[Name of Borrower]**

**[Name of Sina Company]**

Signature: /s/\_\_\_\_\_

Authorized Representative: /s/\_\_\_\_\_

### Schedule of Material Differences

One or more persons entered into loan agreement with the respective wholly foreign owned subsidiaries of Sina Corporation using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

| No. | Name of Sina Company                  | Name of Borrower | Name of Variable Interest Entity (the "VIE")  | % of Equity Interest in the VIE the Borrower intends to acquire | Amount of Loan     | Execution Date  |
|-----|---------------------------------------|------------------|---|---|--------------------|-----------------|
| 1.  | SINA.com Technology (China) Co., Ltd. | W Wang           | Jinzhao Hengbang Technology (Beijing) Co., Ltd. (formerly, Beijing SINA Infinity Advertising Co., Ltd.) | 50%   | RMB 75,000,000     | October 9, 2015 |
| 2.  | SINA.com Technology (China) Co., Ltd. | YL Liu           | Jinzhao Hengbang Technology (Beijing) Co., Ltd. (formerly, Beijing SINA Infinity Advertising Co., Ltd.) | 50%   | RMB 75,000,000     | October 9, 2015 |
| 3.  | SINA.com Technology (China) Co., Ltd. | DH Lin           | Beijing Sina Internet Information Service Co., Ltd.   | 22.7855%  | RMB 186,841,370.53 | January 5, 2018 |
| 4.  | SINA.com Technology (China) Co., Ltd. | GF. Wang         | Beijing Sina Internet Information Service Co., Ltd.   | 22.7855%  | RMB 186,841,370.53 | January 5, 2018 |
| 5.  | SINA.com Technology (China) Co., Ltd. | H Du             | Beijing Sina Internet Information Service Co., Ltd.   | 27.3395%  | RMB 224,183,629.47 | January 5, 2018 |
| 6.  | SINA.com Technology (China) Co., Ltd. | F. Cao           | Beijing Sina Internet Information Service Co., Ltd.   | 27.0895%  | RMB 222,133,629.47 | January 5, 2018 |
| 7.  | SINA.com Technology (China) Co., Ltd. | L Wei            | Beijing Star-Village Online Cultural Development Co., Ltd.  | 30%   | RMB 3,000,000      | March 11, 2016  |
| 8.  | SINA.com Technology (China) Co., Ltd. | H. Du            | Beijing Star-Village Online Cultural Development Co., Ltd.  | 30%   | RMB 3,000,000      | March 11, 2016  |
| 9.  | SINA.com Technology (China) Co., Ltd. | GF Wang          | Beijing Star-Village Online Cultural Development Co., Ltd.  | 40%   | RMB 4,000,000      | March 11, 2016  |

| <b>No.</b> | <b>Name of Sina Company</b>                 | <b>Name of Borrower</b> | <b>Name of Variable Interest Entity (the "VIE")</b> | <b>% of Equity Interest in the VIE the Borrower intends to acquire</b> | <b>Amount of Loan</b> | <b>Execution Date</b> |
|------------|---|-------------------------|---|--|-----------------------|-----------------------|
| 10.        | Weibo Internet Technology (China) Co., Ltd. | W. Wang                 | Beijing Weimeng Technology Co., Ltd.                | 30%  | RMB 166,500,000       | January 19, 2018      |
| 11.        | Weibo Internet Technology (China) Co., Ltd. | Y. Liu                  | Beijing Weimeng Technology Co., Ltd.                | 30%  | RMB 166,500,000       | January 19, 2018      |
| 12.        | Weibo Internet Technology (China) Co., Ltd. | ZH Cao                  | Beijing Weimeng Technology Co., Ltd.                | 20%  | RMB 111,000,000       | January 19, 2018      |
| 13.        | Weibo Internet Technology (China) Co., Ltd. | W. Zheng                | Beijing Weimeng Technology Co., Ltd.                | 20%  | RMB 111,000,000       | January 19, 2018      |

**Agreement on Authorization to Exercise Shareholder's Voting Power**

This agreement is concluded by and between the following parties on [Execution Date] in Haidian District, Beijing:

Party A: [Name of Authorizer] (hereinafter referred to as "the Authorizer")

Number of Identification Card:

Party B: [Name of Sina Company] (hereinafter referred to as "Sina Company")

Address:

Whereas:

- (1) The Authorizer holds [●]% of stock rights of [Name of Variable Interest Entity] (hereinafter referred to as "[VIE]") on the date of signing of this Agreement; and to hold above-mentioned stock rights, the Authorizer owns a debt of RMB[Amount of Debt] Yuan to Sina Company;
- (2) The Authorizer is willing to authorize Sina Company full powers to exercise his entire shareholder's voting power in his name in shareholders' meetings of [VIE]; Sina Company is willing to accept the above-mentioned authorization.

NOW, THEREFORE, after friendly consultation, the above parties conclude the following agreement regarding to the matters of authorization of shareholder's voting power:

**1. Authorization of Voting Power**

1.1 The Authorizer hereby agrees to irrevocably authorize Sina Company, within the term of authorization provided by this Agreement and in the Authorizer's name, to exercise all shareholder's voting power enjoyed by the Authorizer according to law and [VIE]'s articles of association in [VIE]'s shareholders' meetings. Such shareholder's voting power includes, but not limits to, the following rights:

- 1) to decide [VIE]'s management policy and investment plan;
  - 2) to elect and change [VIE]'s directors, and decide the matters regarding to director's remuneration;
  - 3) to elect and change [VIE]'s supervisors, and decide the matters regarding to supervisor's remuneration;
  - 4) to review and approve the reports of [VIE]'s board of directors;
  - 5) to review and approve supervisor's reports;
-

- 6) to review and approve [VIE]'s annual financial budget bill and the proposal of final accounts;
  - 7) to review and approve [VIE]'s profit distribution plan and the plan to make good deficits;
  - 8) to make decision on [VIE]'s increasing or decreasing registered capital;
  - 9) to make decision on [VIE]'s issue of corporate bonds;
  - 10) to make decision on [VIE]'s shareholder transferring his subscribed capital to the persons other than [VIE]'s shareholders;
  - 11) to make decision on [VIE]'s merger, separation, change of company's form, dissolution and liquidation, etc.;
  - 12) to make decision on changing [VIE]'s business scope;
  - 13) to revise [VIE]'s articles of association;
  - 14) to decide to change the contents or nature of [VIE]'s business;
  - 15) to decide to make a loan to any third party or incur any debts in [VIE]'s name;
  - 16) to decide to sell [VIE]'s any assets or rights to any third party, including but not limited to intellectual property;
  - 17) to decide to set up any security rights against [VIE]'s any assets (including both tangible and intangible assets) whatsoever such security is for;
  - 18) to decide to assign the contracts signed by [VIE] to any third party; and
  - 19) to decide any other rights that may materially affect [VIE]'s rights, obligations, assets or management matters.
- 1.2 Sina Company agrees to accept the authorization contained in previous article made by the Authorizer and shall exercise such shareholder's voting power in the Authorizer's name according to the provisions of this Agreement.

## **2. Exercising of Voting Power**

- 2.1 Within the term of authorization provided by this Agreement, the Authorizer's entire shareholder's voting power in [VIE] shall be authorized to Sina Company to exercise. Without Sina Company's prior written consent, the Authorizer shall not, in the term of authorization, make any decision that may materially affect [VIE]'s rights, obligations, assets or management, shall not approve any plan that may materially affect [VIE]'s rights, obligations, assets or management, shall not conduct any other activities that may materially affect [VIE]'s rights, obligations, assets or management, and shall not exercise any his shareholder's voting power in [VIE] by any other means.

- 2.2 If Sina Company requests the Authorizer to provide special written authorization document to Sina Company or any person appointed by Sina Company regarding to each specific matter, whether such request made prior to or after such matter, the Authorizer must provide before the matter occurs or provide in supplement after the matter occurs such written authorization document according to Sina Company's specific request.
- 2.3 In relation to any matters agreed upon by Sina Company by exercising shareholder's voting power, if necessary, Sina Company shall have the right to request the Authorizer to confirm by signing on the relevant decisions of shareholder's meeting or other similar written documents.
- 2.4 The Authorizer affirms that Sina Company shall have the right to submandate the other party to exercise Sina Company's any rights under this Agreement, and such submandate need not be approved by the Authorizer, but shall be notified to the Authorizer in advance.
- 2.5 Sina Company shall report to the Authorizer the situation of authorized matters at the time he deems proper. When this Agreement is terminated, Sina Company shall report the Authorizer the results of authorized matters.

### **3. Term of Authorization**

- 3.1 The term of authorization of shareholder's voting power under this Agreement shall be from the effective date of this Agreement to the date of [VIE]'s dissolution.
- 3.2 After consultation, the Parties agree that the term of authorization may be adjusted at any time in written form with specific regulations.

### **4. Remuneration of Authorization**

Sina Company agrees that the Authorizer shall be exempt from paying any remuneration to Sina Company for authorized matters according to this Agreement.

### **5. Declaration and Guarantee**

- 5.1 The Parties of this Agreement hereby represents, undertakes and guarantees to each other as follows:
- 1) possess appropriate competence and power to conclude this Agreement;
  - 2) have capability to fulfill obligations under this Agreement;
  - 3) No performance of obligations under this Agreement is in breach of any restriction in legal documents that binds.
- 5.2 This Agreement, once being signed, shall constitute to both parties legal and effective obligations that can be enforced according to the provisions of this Agreement.

## **6. Liability for Breaching**

- 6.1 Any Party's direct or indirect violation of any provision of this Agreement, or non-performance or unduly and non-sufficient performance of his obligations under this Agreement shall constitute breach of this Agreement. The party that obeys this Agreement ("the observant party") shall have the right to, by written notification, require the party in breach to rectify his nonperformance and take sufficient, effective and duly measures to eliminate the results of breach, and compensate the observant party's damage caused by such breach.
- 6.2 After such breach occurs, if the observant party reasonably and objectively finds that such breach has resulted in impossibility or unfairness for it to perform obligations under this Agreement, the observant party shall be entitled to suspend performing its relevant obligations under this Agreement with notice in writing giving to the party in breach, till the party in breach ceases nonperformance and takes sufficient, effective and duly measures to eliminate the results of breach, and compensates the observant party's damage caused by such breach.
- 6.3 The party in breach compensating the observant party's damage shall include the observant party's direct economic loss, any anticipatable indirect loss and additional fee caused by breach. Such addition fee shall include, but not limit to, attorney fee, litigation or arbitration fee, finance expenditure and travel expense, and etc.

## **7. Force Majeure**

- 7.1 "Force Majeure" shall mean any event out of the parties' reasonable control, non-foreseeable, or unavoidable even has been foreseen and such event hinder, affect or delay any party's performance of all or part of his obligations according to this Agreement. Such events include, but not limit to, government's acts, natural disasters, war or any other similar events.
- 7.2 The party suffers Force Majeure may suspend performing his relevant obligations under this Agreement that are failed to be performed by the reason of Force Majeure till the effect of Force Majeure is eliminated, and shall not bear any liability of breach of this Agreement. But such party shall exert himself as much as possible to overcome such event and reduce its negative effects.
- 7.3 The suffering party from Force Majeure shall provide the other party with legal certifications of such event issued by the notary office (or other proper agency) of the area where the event occurs, which if fails, the other party may request the suffering party to bear any liability for breach according to the provisions of this Agreement.

## **8. Effectiveness, Modification and Termination**

- 8.1 This Agreement shall enter into force from the date of signing and sealing by Parties and terminates when the term of authorization provided by this Agreement expires.

- 8.2 Prior to the expiration of this Agreement, if the Authorizer transfers all its stocks of [VIE] to Sina Company or other party agreed upon by Sina Company in written form in advance, the Authorizer shall not be bound by any provisions of this Agreement from the date of completing stock transfer. But the Authorizer shall notify the transferee in writing the existence of this Agreement during the transfer, and the transferee's full consent to be bound by this Agreement shall be the precondition of transferring stock rights.
- 8.3 The Authorizer hereby irrevocably and permanently waives its right to rescind this Agreement at any time.
- 8.4 The Parties may modify and supplement this Agreement in written form with consents from both. Such modification and supplement signed by and between the Parties shall be part of this Agreement with equal legal effect to this Agreement.
- 8.5 The Authorizer hereby agrees that Sina Company shall have the right to terminate this Agreement from time to time without any reason by written notification rendered 10 days ahead and shall not bear any liability for breach.
- 8.6 Earlier termination of this Agreement shall not impose any effect upon the Parties' rights and obligations occurred already according to this Agreement prior to the date of such termination.

## **9. Settlement of Dispute & Governing Law**

- 9.1 The Parties shall settle with good faith all disputes regarding to interpretation and enforcement of any provisions of this Agreement by consultation.
- 9.2 The disputes that are failed to be resolved by consultation shall be referred to China International Economic and Trade Arbitration Committee for arbitration according to its existing arbitration rules. The place of arbitration shall be in Beijing; and the language used in arbitration shall be Chinese. The decision of arbitration shall be final and binding upon both parties.
- 9.3 Laws and regulations of PRC shall be applied for conclusion, execution, interpretation and settlement of disputes concerning this agreement.

## **10. Miscellaneous**

- 10.1 This agreement is made into one original with two copies, one for each party, both with equally legal effectiveness.
- 10.2 Titles and headlines contained in this Agreement are set for convenience to its readers only and shall not impose any effect upon interpretation of any provisions of this Agreement.
- 10.3 If any provision of this Agreement is entirely or partially invalid or unenforceable for the reason of violating laws or government regulations or other reasons, the affected part of such provision shall be deemed as deleted. But deleting the affected part of such provision shall not impose any effect upon the legal effect of other part of such provision and other provisions of this Agreement. The Parties shall negotiate and conclude new provision to replace such invalid or unenforceable provision.

- 10.4 Unless otherwise stipulated, non-exercise or deferred exercise by either party of any rights, authority or privilege under this Agreement shall not be deemed as waiver of such rights, authority or privilege. And independent or partial exercise of any rights, authority or privilege shall not exclude the exercise of other rights, authority or privilege as well.
- 10.5 This Agreement constitutes the entire agreement concluded by the Parties regarding to the subject matters of cooperation program, and shall replace any previous or present, verbal or written agreements concluded by the Parties regarding to the subject matters of cooperation program. If the Parties' previous promises or previous agreements signed by the Parties regarding to any matters under this Agreement do not comply with the provisions of this Agreement, this Agreement shall prevail.
- 10.6 The Parties shall additionally negotiate and confirm any issues not covered by this agreement.

**Employee**

**[Name of Sina Company]**

**Signature:** /s/

**Authorized Representative:** /s/

### Schedule of Material Differences

One or more persons entered into agreement on authorization to exercise shareholder's voting power with the respective wholly foreign owned subsidiaries of Sina Corporation using this form. Pursuant to Instruction ii to Item 601 of Regulation S-K, the Registrant may only file this form as an exhibit with a schedule setting forth the material details in which the executed agreements differ from this form:

| No. | Name of Sina Company                  | Name of Authorizer | Name of Variable Interest Entity (the "VIE")  | % of Authorizer's Equity Interest in the VIE | Amount of Debt     | Execution Date  |
|-----|---------------------------------------|--------------------|---|--|--------------------|-----------------|
| 1.  | SINA.com Technology (China) Co., Ltd. | W Wang             | Jinzhuo Hengbang Technology (Beijing) Co., Ltd. (formerly, Beijing SINA Infinity Advertising Co., Ltd.) | 50%  | RMB 75,000,000     | October 9, 2015 |
| 2.  | SINA.com Technology (China) Co., Ltd. | YL Liu             | Jinzhuo Hengbang Technology (Beijing) Co., Ltd. (formerly, Beijing SINA Infinity Advertising Co., Ltd.) | 50%  | RMB 75,000,000     | October 9, 2015 |
| 3.  | SINA.com Technology (China) Co., Ltd. | DH Lin             | Beijing Sina Internet Information Service Co., Ltd.   | 22.7855%                                     | RMB 186,841,370.53 | January 5, 2018 |
| 4.  | SINA.com Technology (China) Co., Ltd. | GF. Wang           | Beijing Sina Internet Information Service Co., Ltd.   | 22.7855%                                     | RMB 186,841,370.53 | January 5, 2018 |
| 5.  | SINA.com Technology (China) Co., Ltd. | H Du               | Beijing Sina Internet Information Service Co., Ltd.   | 27.3395%                                     | RMB 224,183,629.47 | January 5, 2018 |
| 6.  | SINA.com Technology (China) Co., Ltd. | F. Cao             | Beijing Sina Internet Information Service Co., Ltd.   | 27.0895%                                     | RMB 222,133,629.47 | January 5, 2018 |
| 7.  | SINA.com Technology (China) Co., Ltd. | L Wei              | Beijing Star-Village Online Cultural Development Co., Ltd.  | 30%  | RMB 3,000,000      | March 11, 2016  |
| 8.  | SINA.com Technology (China) Co., Ltd. | H. Du              | Beijing Star-Village Online Cultural Development Co., Ltd.  | 30%  | RMB 3,000,000      | March 11, 2016  |
| 9.  | SINA.com Technology (China) Co., Ltd. | GF Wang            | Beijing Star-Village Online Cultural Development Co., Ltd.  | 40%  | RMB 4,000,000      | March 11, 2016  |

| <b>No.</b> | <b>Name of Sina Company</b>                 | <b>Name of Authorizer</b> | <b>Name of Variable Interest Entity (the "VIE")</b> | <b>% of Authorizer's Equity Interest in the VIE</b> | <b>Amount of Debt</b> |             | <b>Execution Date</b> |
|------------|---|---------------------------|---|---|-----------------------|-------------|-----------------------|
| 10.        | Weibo Internet Technology (China) Co., Ltd. | W. Wang                   | Beijing Weimeng Technology Co., Ltd.                | 30%   | RMB                   | 166,500,000 | January 19, 2018      |
| 11.        | Weibo Internet Technology (China) Co., Ltd. | Y. Liu                    | Beijing Weimeng Technology Co., Ltd.                | 30%   | RMB                   | 166,500,000 | January 19, 2018      |
| 12.        | Weibo Internet Technology (China) Co., Ltd. | ZH Cao                    | Beijing Weimeng Technology Co., Ltd.                | 20%   | RMB                   | 111,000,000 | January 19, 2018      |
| 13.        | Weibo Internet Technology (China) Co., Ltd. | W. Zheng                  | Beijing Weimeng Technology Co., Ltd.                | 20%   | RMB                   | 111,000,000 | January 19, 2018      |

## List of Significant Subsidiaries and Variable Interest Entities

| Subsidiary   | Jurisdiction of Organization |
|--|------------------------------|
| SINA.com Online  | United States of America     |
| SINA Hong Kong Limited                                     | Hong Kong                    |
| Weibo Hong Kong Limited                                    | Hong Kong                    |
| Weibo Corporation  | Cayman Island                |
| Starshining Mobile Technology (China) Ltd.                 | People's Republic of China   |
| Beijing New Media Information Technology Co., Ltd.         | People's Republic of China   |
| SINA.com Technology (China) Co., Ltd.                      | People's Republic of China   |
| SINA Technology (China) Co., Ltd.                          | People's Republic of China   |
| SINA(Shanghai) Management Co., Ltd.                        | People's Republic of China   |
| Beijing SINA Advertising Co., Ltd.                         | People's Republic of China   |
| Shanghai SINA Advertising Co., Ltd.                        | People's Republic of China   |
| Beijing SINA Payment Technology Co., Ltd.                  | People's Republic of China   |
| Weibo Internet Technology (China) Co., Ltd.                | People's Republic of China   |
| Beijing SINA Internet Information Service Co., Ltd.        | People's Republic of China   |
| Beijing Star-Village Online Cultural Development Co., Ltd. | People's Republic of China   |
| Jinzhao Hengbang Technology (Beijing) Co., Ltd.            | People's Republic of China   |
| Beijing Weimeng Technology Co., Ltd.                       | People's Republic of China   |
| Beijing Weibo Interactive Internet Technology Co., Ltd.    | People's Republic of China   |
| Beijing Weiju Future Technology Co. Ltd.                   | People's Republic of China   |

**Certification by the Principal Executive Officer Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Charles Chao, certify that:

1. I have reviewed this Annual Report on Form 20-F of Sina Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the period presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 26, 2018

/s/ Charles Chao

Name: Charles Chao

Title: Chief Executive Officer

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**Certification by the Principal Financial Officer Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Bonnie Yi Zhang, certify that:

1. I have reviewed this Annual Report on Form 20-F of Sina Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the period presented in this report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 26, 2018

/s/ Bonnie Yi Zhang

Name: Bonnie Yi Zhang

Title: Chief Financial Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Sina Corporation (the "Company") on Form 20-F for the fiscal year ended December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Charles Chao, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2018

/s/ Charles Chao

Name: Charles Chao

Title: Chief Executive Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Sina Corporation (the “Company”) on Form 20-F for the fiscal year ended December 31, 2017 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Bonnie Yi Zhang, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 26, 2018

/s/ Bonnie Yi Zhang

Name: Bonnie Yi Zhang

Title: Chief Financial Officer

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-36246, No. 333-47720, No. 333-107359, No. 333-129460, No. 333-144890, No. 333-169201 and No. 333-213021) of Sina Corporation of our report dated April 26, 2018 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers Zhong Tian LLP  
PricewaterhouseCoopers Zhong Tian LLP

Beijing, the People's Republic of China

April 26, 2018

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CONSENT OF TRANSASIA LAWYERS, PRC COUNSEL

April 26, 2018

Sina Corporation

No. 8 SINA Plaza, Courtyard 10,  
The West Xibeiwang E. Road, Haidian District  
Beijing 100193  
People's Republic of China

Ladies and Gentlemen,

We hereby consent to references to our name by Sina Corporation under the heading "Government Regulation and Legal Uncertainties" and "Contractual Arrangement with VIEs and Their Respective Shareholders" on Form 20-F for the year ended December 31, 2017 (the "Annual Report"), and further consent to the incorporation by reference into the Registration Statement on Form S-8 (No. 333-36246, No. 333-47720, No. 333-107359, No. 333-129460, No. 333-144890, No. 333-169201 and No. 333-213021). We also consent to the filing of this consent letter with the U.S. Securities and Exchange Commission as an exhibit to the Annual Report.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Yours faithfully,  
For and on behalf of

/s/ TransAsia Lawyers  
TransAsia Lawyers

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**Sina Corporation**

No. 8 SINA Plaza, Courtyard 10,  
The West Xibeiwang E. Road, Haidian District  
Beijing 100193  
People's Republic of China

April 26, 2018

Dear Sirs

**Sina Corporation**

We have acted as legal advisers as to the laws of the Cayman Islands to Sina Corporation, an exempted limited liability company incorporated in the Cayman Islands (the "Company"), in connection with the filing by the Company with the United States Securities and Exchange Commission (the "SEC") of an annual report on Form 20-F for the year ended December 31, 2017 (the "Annual Report").

We hereby consent to the reference to our firm under the heading "Item 10 Additional Information—E. Taxation—Cayman Islands Taxation" in the Annual Report, and we further consent to the incorporation by reference of the summary of our opinions under this heading into the Company's registration statement on Form S-8 (No. 333-36246, No. 333-47720, No. 333-107359, No. 333-129460, No. 333-144890, No. 333-169201 and No. 333-213021).

We consent to the filing with the SEC of this consent letter as an exhibit to the Annual Report. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Yours faithfully

/s/ Maples and Calder (Hong Kong) LLP  
Maples and Calder (Hong Kong) LLP

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