

This section sets out a summary of the principal terms of Structure Contracts described in the section entitled “Structure Contracts”. Copies of the Structure Contracts are available for inspection as stated in the section entitled “Documents Delivered and Available for Inspection” in Appendix VIII to this Prospectus.

(a) Amended and Restated Exclusive Right to Purchase Contract Relating to Tencent Computer (“TCS ERPC”)

On February 28, 2004, Tencent Technology, Tencent Computer and the Core Founders entered into the TCS ERPC. Under the TCS ERPC, Tencent Computer granted to Tencent Technology or any individual or entity designated by Tencent Technology the right to purchase the assets of Tencent Computer for RMB1.00, and the Core Founders granted to Tencent Technology or its designee the right to purchase their equity interests in Tencent Computer for RMB1.00. Each right to purchase may be exercised at any time, subject to the laws of the PRC.

The TCS ERPC also contains covenants given by Tencent Computer and the Core Founders with respect to the governance of Tencent Computer and the conduct of the business of Tencent Computer. Among those covenants, the Core Founders have agreed:

- not to transfer or encumber their equity interests in Tencent Computer without the consent of Tencent Technology and unless the transferee agrees to be bound by the TCS ERPC and the TCS Pledge Contract (see below);
- if requested by Tencent Technology, to procure that the directors of Tencent Computer are the same as the directors of Tencent Technology; and
- within the authority of such Core Founders, to procure Tencent Computer to transfer all its Surplus Cash to Tencent Technology or its affiliates as directed by the Cooperation Committee jointly established by Tencent Technology and Tencent Computer under the TCS CFC (see below) (the “TCS Cooperation Committee”).

Under the TCS ERPC, Tencent Computer has agreed:

- not to sell or encumber any of Tencent Computer’s assets without Tencent Technology’s prior written consent or as permitted under the TCS Pledge Contract;
- not to change its registered capital structure without Tencent Technology’s prior written consent;
- not to distribute profits of Tencent Computer to the Core Founders;
- to conduct the business of Tencent Computer in accordance with the TCS CFC, the Approvals Matrix and guidelines of the TCS Cooperation Committee; and
- not to liquidate or dissolve Tencent Computer without Tencent Technology’s prior written consent.

The TCS ERPC expires upon the earlier of the end of the term of incorporation of Tencent Computer, which is currently November 11, 2018 (as such term may be extended in

accordance with PRC laws), and the date on which the entire ownership interest of the assets or registered capital of Tencent Computer is purchased by Tencent Technology or its designee.

(b) Amended and Restated Exclusive Right to Purchase Contract Relating to Shiji Kaixuan (“SKT ERPC”)

On February 28, 2004, Shidai Zhaoyang Technology, Shiji Kaixuan and the Core Founders, entered into the SKT ERPC. Under the SKT ERPC, the Core Founders granted to Shidai Zhaoyang Technology or any individual or entity designated by Shidai Zhaoyang Technology the right to purchase their equity interests in Shiji Kaixuan at the cost of the initial contributions to the registered capital of Shiji Kaixuan (the “Interest Purchase Price”) and the amount of any tax liability incurred by the Core Founders in relation to the Interest Purchase Price. No further payment is required upon Shidai Zhaoyang Technology’s exercise of its right to purchase the equity interests. Shiji Kaixuan also grants to Shidai Zhaoyang Technology the right to purchase the assets of Shiji Kaixuan Technology Systems for RMB1.00. Each right to purchase may be exercised at any time, subject to the laws of the PRC.

Pursuant to the SKT ERPC, the amount of the Interest Purchase Price was paid to the Core Founders in advance, and the Core Founders shall use the amount only to pay the registered capital of Shiji Kaixuan and any applicable taxes.

The SKT ERPC also contains specific covenants given by Shiji Kaixuan Technology and the Core Founders with respect to the governance of Shiji Kaixuan Technology and the conduct of the business of Shiji Kaixuan. Among these covenants, the Core Founders have agreed:

- not to transfer or encumber their equity interests in Shiji Kaixuan without the consent of Shidai Zhaoyang Technology and unless the transferee agrees to be bound by the SKT ERPC and the SKT Pledge Contract (see below);
- if requested by Shidai Zhaoyang Technology, to procure that the directors of Shiji Kaixuan are the same as the directors of Shidai Zhaoyang Technology; and
- within the authority of such Core Founders, to procure Shiji Kaixuan to transfer all its Surplus Cash to Shidai Zhaoyang Technology or its affiliates as directed by the Cooperation Committee jointly established by Shidai Zhaoyang Technology and Shiji Kaixuan under the SKT CFC (see below) (the “SKT Cooperation Committee”).

Under the SKT ERPC, Shiji Kaixuan has agreed:

- not to sell or encumber any of Shiji Kaixuan’s assets without Shidai Zhaoyang Technology’s prior written consent or as permitted under the SKT Pledge Contract;
- not to change its registered capital structure without Shiji Kaixuan’s prior written consent;
- not to distribute profits of Shiji Kaixuan to the Core Founders;

- to conduct the business of Shiji Kaixuan in accordance with the SKT CFC (see below), the Approvals Matrix and guidelines of the SKT Cooperation Committee; and
- not to liquidate or dissolve Shiji Kaixuan without Shidai Zhaoyang's prior written consent.

The SKT ERPC has a five-year term, which is automatically renewable, unless Shidai Zhaoyang Technology notifies Shiji Kaixuan of its intention not to extend the term.

(c) Amended and Restated Pledge Contract by the Core Founders in favour of Tencent Technology ("TCS Pledge Contract")

On February 28, 2004, Tencent Technology and the Core Founders entered into the TCS Pledge Contract. Under the TCS Pledge Contract, the Core Founders granted to Tencent Technology a continuing first priority security interest in their respective interests in the registered capital of Tencent Computer, being, collectively, all of the registered capital of Tencent Computer (the "TCS Pledged Securities").

Under the TCS Pledge Contract, Tencent Technology is entitled to exercise its right to purchase the TCS Pledged Securities at an agreed price or sell the TCS Pledged Securities through an auction or private sale or dispose of the TCS Pledged Securities in any other manner permitted by applicable laws and regulations, on the occurrence of any of the following:

- any of the Core Founders is in breach of any of his material obligations under the TCS Pledge Contract or the TCS ERPC;
- Tencent Computer ceases to conduct its operations or is dissolved or is ordered to cease its operations or to be dissolved or goes into bankruptcy;
- any of the Core Founders and/or Tencent Computer is involved in any material dispute or litigation likely to have a material adverse effect on any Core Founder's ability to perform his obligations under the TCS Pledge Contract or the TCS ERPC or Tencent Computer's ability to perform its obligations under the TCS ERPC; and
- there is any other circumstance under which disposal of the TCS Pledged Securities is permitted in accordance with applicable PRC law.

The TCS Pledge Contract expires upon the earlier of the discharge in full of the Core Founders' obligations under the TCS ERPC or the completion of the disposal of the TCS Pledged Securities.

(d) Amended and Restated Pledge Contract by the Core Founders in favour of Shidai Zhaoyang Technology ("SKT Pledge Contract")

On February 28, 2004, Shidai Zhaoyang Technology and the Core Founders entered into the SKT Pledge Contract. Under the SKT Pledge Contract, the Core Founders granted to Shidai Zhaoyang Technology a continuing first priority security interest in their respective interests in the registered capital of Shiji Kaixuan, being, collectively, all of the registered capital of Shiji Kaixuan (the "SKT Pledged Securities").

Under the SKT Pledge Contract, Shidai Zhaoyang Technology is entitled to exercise its right to purchase the SKT Pledged Securities at an agreed price or sell the SKT Pledged Securities through an auction or private sale or dispose of the SKT Pledged Securities in any other manner permitted by applicable laws and regulations, on the occurrence of any of the following:

- any of the Core Founders is in breach of any of his material obligations under the SKT Pledge Contract or the SKT ERPC;
- Shiji Kaixuan ceases to conduct its operations or is dissolved or is ordered to cease its operations or to be dissolved or goes into bankruptcy;
- any of the Core Founders and/or Shiji Kaixuan is involved in any material dispute or litigation likely to have a material adverse effect on any Core Founder's ability to perform its obligations under the SKT Pledge Contract or the SKT ERPC or Shiji Kaixuan's ability to perform its obligations under the SKT ERPC; and
- there is any other circumstance under which disposal of the SKT Pledged Securities is permitted in accordance with applicable PRC law.

The SKT Pledge Contract expires upon the earlier of the discharge in full of the Core Founders' obligations under the SKT ERPC or the completion of the disposal of the SKT Pledged Securities.

(e) Cooperation Framework Contract Between Tencent Technology and Tencent Computer ("TCS CFC")

On February 28, 2004, Tencent Technology and Tencent Computer entered into the TCS CFC, pursuant to which they agree to cooperate in the provision of communications services. Under the TCS CFC, Tencent Technology agrees to provide specific technology and information services to Tencent Computer and allow Tencent Computer to use specific assets of Tencent Technology. As consideration, Tencent Computer agrees to transfer all its Surplus Cash to Tencent Technology.

The parties also agree to establish the TCS Cooperation Committee. The TCS Cooperation Committee adopts decisions by simple majority vote. If there is an equal number of votes for and against a decision, Tencent Technology and Tencent Computer shall each appoint a third person to decide the matter. The TCS ERPC provides that these third persons must be independent directors of the Company.

The functions of the TCS Cooperation Committee include:

- assisting Tencent Computer in its organization and supervision of the day-to-day operations of Tencent Computer in connection with Tencent Computer's provision of communications services;
- overseeing the provision, creation and development of communications services by Tencent Computer;
- determining and adjusting the fees to be paid by Tencent Computer Systems to Tencent Technology and its affiliates under various contracts to ensure the transfer of Tencent Computer's entire Surplus Cash; and

- causing Tencent Computer and Tencent Technology to enter into contracts under which Tencent Computer will provide services to Tencent Technology and Tencent Technology will pay service fees to Tencent Computer, if necessary to provide funds to satisfy Tencent Computer's working capital and capital expenditure requirements.

Attached to the TCS CFC are forms of a software product sales contract to be entered into by Tencent Technology and Tencent Computer for the purpose of transferring Tencent Computer's Surplus Cash to Tencent Technology as sales consideration, and a software development consultancy services contract to be entered into by Tencent Technology and Tencent Computer for the purpose of providing necessary funds to Tencent Computer as service fees. Both types of agreements are to be entered into at the direction of the TCS Cooperation Committee.

The TCS CFC expires upon the end of the term of incorporation of Tencent Technology, as the same may be extended.

(f) *Cooperation Framework Contract Between Shidai Zhaoyang Technology and Shiji Kaixuan ("SKT CFC")*

On February 28, 2004, Shidai Zhaoyang Technology and Shiji Kaixuan entered into the SKT CFC, pursuant to which they agree to cooperate in the provision of communications services. Shidai Zhaoyang Technology agrees to provide specific technology and information services to Shiji Kaixuan and allow Shiji Kaixuan to use specific assets of Shidai Zhaoyang Technology. As consideration, Shiji Kaixuan agrees to transfer all its Surplus Cash to Shidai Zhaoyang Technology.

The parties also agree to establish the SKT Cooperation Committee. The SKT Cooperation Committee adopts decisions by simple majority vote. If there is an equal number of votes for and against a decision, Shidai Zhaoyang Technology and Shiji Kaixuan shall each appoint a third person to decide the matter. The SKT ERPC provides that these third persons must be independent directors of the Company.

The functions of the SKT Cooperation Committee include:

- assisting Shiji Kaixuan in its organization and supervision of the day-to-day operations of Shiji Kaixuan in connection with Shiji Kaixuan's provision of communications services;
- overseeing the provision, creation and development of communications services by Shiji Kaixuan;
- determining and adjusting the fees to be paid by Shiji Kaixuan to Shidai Zhaoyang Technology and its affiliates under various contracts to ensure the transfer of Shiji Kaixuan's entire Surplus Cash; and
- causing Shiji Kaixuan and Shidai Zhaoyang Technology to enter into contracts under which Shiji Kaixuan will provide services to Shidai Zhaoyang Technology and Shidai Zhaoyang Technology will pay service fees to Shiji Kaixuan, if necessary to provide funds to satisfy Shiji Kaixuan's working capital and capital expenditure requirements.

Attached to the SKT CFC are forms of a software product sales contract to be entered into by Shidai Zhaoyang Technology and Shiji Kaixuan for the purpose of transferring Shiji Kaixuan's Surplus Cash to Shidai Zhaoyang Technology as sales consideration, and a software development consultancy services contract to be entered into by Shidai Zhaoyang Technology and Shiji Kaixuan for the purpose of providing necessary funds to Shiji Kaixuan as service fees. Both types of agreements are to be entered into at the direction of the SKT Cooperation Committee.

The SKT CFC expires upon the end of the term of incorporation of Shidai Zhaoyang Technology, as the same may be extended.

(g) Intellectual Property Transfer Contract Between Tencent Technology and Tencent Computer ("TCS IP Contract")

On February 28, 2004, Tencent Technology and Tencent Computer entered into the TCS IP Contract, pursuant to which Tencent Computer agrees to transfer its principal present and future intellectual property rights free from encumbrances (other than licenses granted in the ordinary course of Tencent Computer's business) to Tencent Technology in consideration of Tencent Technology's undertaking to provide certain technology and information services to Tencent Computer.

(h) Intellectual Property Transfer Contract between Shidai Zhaoyang Technology and Shiji Kaixuan ("SKT IP Contract")

On February 28, 2004, Shidai Zhaoyang Technology and Shiji Kaixuan entered into the SKT IP Contract, pursuant to which Shiji Kaixuan agrees to transfer its principal present and future intellectual property rights free from encumbrances (other than licenses granted in the ordinary course of Shiji Kaixuan's business) to Shidai Zhaoyang Technology in consideration of Shidai Zhaoyang Technology's undertaking to provide certain technology and information services to Shiji Kaixuan.

The SKT IP Contract expires upon the end of the term of incorporation of Shiji Kaixuan, as the same may be extended.

(i) Domain Name License Contract between the Company and Tencent Computer

On February 28, 2004, the Company and Tencent Computer entered into an agreement pursuant to which the Company granted to Tencent Computer a non-exclusive license to use specific domain names owned by the Company. The amount of the royalties will be determined by the TCS Cooperation Committee within a range of percentages of Tencent Computer's gross annual revenue. The term of the contract is five years and automatically renewable for successive five-year terms. The Company has the unilateral right to terminate the contract by giving one month's notice to Tencent Computer.

(j) Domain Name License Contract between Tencent Technology and Tencent Computer

On February 28, 2004, Tencent Technology and Tencent Computer entered into an agreement pursuant to which Tencent Technology granted to Tencent Computer a non-exclusive license to use specific domain names owned by Tencent Technology against

payment of a per annum royalty fee determined as a percentage of Tencent Computer's annual gross revenues (which may be adjusted pursuant to the contract or the TCS CFC). The term of the contract is five years and automatically renewable for successive five-year terms. Tencent Technology has the unilateral right to terminate the contract by giving one month's notice to Tencent Computer.

(k) Domain Name License Contract between the Company and Shiji Kaixuan

On February 28, 2004, the Company and Shiji Kaixuan entered into an agreement pursuant to which the Company granted to Shiji Kaixuan a non-exclusive license to use specific domain names owned by the Company. The amount of the royalties will be determined by the SKT Cooperation Committee within a range of percentages of Shiji Kaixuan's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. The Company has the unilateral right to terminate the contract by giving one month's notice to Shiji Kaixuan.

(l) Domain Name License Contract between Tencent Technology and Shiji Kaixuan

On February 28, 2004, Tencent Technology and Shiji Kaixuan entered into an agreement pursuant to which Tencent Technology granted to Shiji Kaixuan a non-exclusive license to use specific domain names owned by Tencent Technology against payment of a per annum royalty fee determined as a percentage of Shiji Kaixuan's annual gross revenue (which may be adjusted pursuant to the contract or the SKT CFC). The term of the contract is five years and automatically renewable for successive five-year terms. Tencent Technology has the unilateral right to terminate the contract by giving one month's notice to Shiji Kaixuan.

(m) Trademark License Contract between the Company and Tencent Computer

On February 28, 2004, the Company and Tencent Computer entered into an agreement pursuant to which the Company granted to Tencent Computer a non-exclusive license to use specific trademarks owned by the Company against payment of a per annum royalty fee determined by the TCS Cooperation Committee within a range of percentages of Tencent Computer's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. The Company has the unilateral right to terminate the contract by giving one month's notice to Tencent Computer.

(n) Trademark License Contract between Tencent Technology and Tencent Computer

On February 28, 2004, Tencent Technology and Tencent Computer entered into an agreement pursuant to which Tencent Technology granted to Tencent Computer a non-exclusive license to use specific trademarks owned by Tencent Technology against payment of a per annum royalty fee determined as a percentage of Tencent Computer's annual gross revenues (which may be adjusted pursuant to the contract or the TCS CFC). The term of the contract is five years and automatically renewable for successive five-year terms. Tencent Technology has the unilateral right to terminate the contract by giving one month's notice to Tencent Computer.

(o) Trademark License Contract between the Company and Shiji Kaixuan

On February 28, 2004, the Company and Shiji Kaixuan entered into an agreement pursuant to which the Company granted to Shiji Kaixuan a non-exclusive license to use specific trademarks owned by the Company against payment of a per annum royalty fee determined by the SKT Cooperation Committee within a range of percentages of Shiji Kaixuan's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. The Company has the unilateral right to terminate the contract by giving one month's notice to Shiji Kaixuan.

(p) Trademark License Contract between Tencent Technology and Shiji Kaixuan

On February 28, 2004, Tencent Technology and Shiji Kaixuan entered into an agreement pursuant to which Tencent Technology granted to Shiji Kaixuan a non-exclusive license to use specific trademarks owned by Tencent Technology against payment of a per annum royalty fee determined as a percentage of Shiji Kaixuan's annual gross revenues (which may be adjusted pursuant to the contract or the SKT CFC). The term of the contract is five years and automatically renewable for successive five-year terms. Tencent Technology has the unilateral right to terminate the contract by giving one month's notice to Shiji Kaixuan.

(q) Information Consultancy Services Contract between Shidai Zhaoyang Technology and Tencent Computer

On February 28, 2004, Shidai Zhaoyang Technology and Tencent Computer entered into an agreement pursuant to which Shidai Zhaoyang Technology shall provide information consultancy services to Tencent Computer against payment per annum of a consultancy service fee determined by the TCS Cooperation Committee within a range of percentages of Tencent Computer's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. Shidai Zhaoyang Technology has the right to unilaterally terminate the contract by giving one month's notice to Tencent Computer.

(r) Information Consultancy Services Contract between Shidai Zhaoyang Technology and Shiji Kaixuan

On February 28, 2004, Shidai Zhaoyang Technology and Shiji Kaixuan entered into an agreement pursuant to which Shidai Zhaoyang Technology shall provide information consultancy services to Shiji Kaixuan against payment per annum of a consultancy service fee determined by the SKT Cooperation Committee within a range of percentages of Shiji Kaixuan's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. Shidai Zhaoyang Technology has the right to unilaterally terminate the contract by giving one month's notice to Shiji Kaixuan.

(s) Information Consultancy Services Contract between Tencent Technology and Tencent Computer

On February 28, 2004, Tencent Technology and Tencent Computer entered into an agreement pursuant to which Tencent Technology shall provide information consultancy services to Tencent Computer against payment per annum of a consultancy fee determined

by the TCS Operations Committee within a range of percentages of Tencent Computer's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. Tencent Technology has the right to unilaterally terminate the contract by giving one month's notice to Tencent Computer.

(t) Technical Consultancy Services Contract between the Company and Shiji Kaixuan

On February 28, 2004, the Company and Shiji Kaixuan entered into an agreement pursuant to which the Company shall provide technical consultancy services to Shiji Kaixuan against payment per annum of a consultancy service fee determined by the SKT Cooperation Committee within a range of percentages of Shiji Kaixuan's annual gross revenues. The term of the contract is five years and automatically renewable for successive five-year terms. The Company has the right to unilaterally terminate the contract by giving one month's notice to Shiji Kaixuan.

(u) Technical Consultancy Services Contract between Tencent Technology and Shiji Kaixuan

On February 28, 2004, Tencent Technology and Shiji Kaixuan entered into an agreement pursuant to which Tencent Technology shall provide technical consultancy services to Shiji Kaixuan against payment per annum of a consultancy service fee determined by the SKT Cooperation Committee within a range of percentages of Shiji Kaixuan's annual gross revenue. The term of the contract is five years and automatically renewable for successive five-year terms. Tencent Technology has the right to unilaterally terminate the contract by giving one month's notice to Shiji Kaixuan.

(v) Technical Consultancy Services Contract between Shidai Zhaoyang Technology and Shiji Kaixuan

On February 28, 2004, Shidai Zhaoyang Technology and Shiji Kaixuan entered into an agreement pursuant to which Shidai Zhaoyang Technology shall provide technical consultancy services to Shiji Kaixuan against payment per annum of a consultancy service fee determined by the SKT Cooperation Committee within a range of percentages of Shiji Kaixuan's annual gross revenue. The term of the contract is five years and automatically renewable for successive five-year terms. Shidai Zhaoyang Technology has the right to unilaterally terminate the contract by giving one month's notice to Shiji Kaixuan.

(w) Technical Consultancy Services Contract between the Company and Tencent Computer

On February 28, 2004, the Company and Tencent Computer entered into an agreement pursuant to which the Company shall provide technical consultancy services to Tencent Computer against payment per annum of a consultancy service fee determined by the TCS Cooperation Committee within a range of percentages of Tencent Computer's gross annual revenues. The term of the contract is five years and automatically renewable for successive five-year terms. The Company has the right to unilaterally terminate the contract by giving one month's notice to Tencent Computer.

(x) *Technical Consultancy Services Contract between Shidai Zhaoyang Technology and Tencent Computer*

On February 28, 2004, Shidai Zhaoyang Technology and Tencent Computer entered into an agreement pursuant to which Shidai Zhaoyang Technology will provide certain technical consultancy services to Tencent Computer against payment per annum of a consultancy service fee determined by the TCS Cooperation Committee within a range of percentages of Tencent Computer's gross annual revenues. The term of the contract is five years and automatically renewable for successive five-year terms. Shidai Zhaoyang Technology has the right to unilaterally terminate the contract by giving one month's notice to Tencent Computer.

(y) *Agreement to Establish a Close Technical and Business Cooperation Relationship between Tencent Technology and Tencent Computer ("TCS Technical Cooperation Agreement")*

On February 28, 2004, Tencent Technology and Tencent Computer entered into the TCS Technical Cooperation Agreement to cooperate extensively in aspects of value-added telecommunications services, advertisement, design and other technology and services related to the IM and value-added telecommunications business. All revenues arising from the cooperation will be shared so that Tencent Technology is entitled to revenues attributable to technical services and intellectual property licenses, and Tencent Computer to revenues attributable to value-added telecommunications services, with the specific amounts to be agreed separately between the parties. The TCS Technical Cooperation Agreement has an automatically renewable five-year term. Tencent Technology may terminate the TCS Technical Cooperation Agreement at any time. Pursuant to the TCS CFC, all the provisions of the TCS Technical Cooperation Agreement are subject to the provision of the TCS CFC and the contracts entered into thereunder.

(z) *Agreement to Establish a Close Technical and Business Cooperation Relationship between Shidai Zhaoyang Technology and Shiji Kaixuan ("SKT Technical Cooperation Agreement")*

On February 28, 2004, Shidai Zhaoyang Technology and Shiji Kaixuan entered into the SKT Technical Cooperation Agreement to cooperate extensively in aspects of value-added telecommunications services advertisement, design and other technology and services related to the IM and value added telecommunications business. All revenues arising from the cooperation will be shared so that Shidai Zhaoyang Technology is entitled to revenues attributable to technical services and intellectual property licenses, and Shiji Kaixuan to revenues attributable to value-added telecommunications services, with the specific amounts to be agreed separately between the parties. The SKT Technical Cooperation Agreement has an automatically renewable five-year term. Shidai Zhaoyang Technology may terminate the SKT Technical Cooperation Agreement at any time. Pursuant to the SKT CFC, all the provisions of the SKT Technical Cooperation Agreement are subject to the provision of the SKT CFC and specific contracts entered into thereunder.

(aa) Network Game Cooperation Agreement between Tencent Technology and Tencent Computer (“TCS Game Cooperation Agreement”)

On February 28, 2004, Tencent Technology and Tencent Computer entered into the TCS Game Cooperation Agreement to cooperate and develop and provide technology and services related to network games. All revenues arising from the cooperation will be shared so that Tencent Technology is entitled to revenues attributable to technical services and intellectual property licenses, and Tencent Computer to revenues attributable to value-added telecommunications services. The TCS Game Cooperation Agreement has an automatically renewable five-year term; however, Tencent Technology may terminate the TCS Game Cooperation Agreement at any time. Under the TCS CFC, all the provisions of the TCS Game Cooperation Agreement are subject to the TCS CFC and the contracts entered into thereunder.

(bb) Network Game Cooperation Agreement between Shidai Zhaoyang Technology and Shiji Kaixuan (“SKT Game Cooperation Agreement”)

On February 28, 2004, Shidai Zhaoyang Technology and Shiji Kaixuan entered into the SKT Game Cooperation Agreement to cooperate and develop and provide technology and services related to network games. All revenues arising from the cooperation will be shared so that Shidai Zhaoyang Technology is entitled to revenues attributable to technical services and intellectual property licenses, and Shiji Kaixuan to revenues attributable to value-added telecommunications services. The SKT Game Cooperation Agreement has an automatically renewable five-year term; however, Shidai Zhaoyang Technology may terminate the SKT Game Cooperation Agreement at any time. Pursuant to the SKT CFC, all the provisions of the SKT Game Cooperation Agreement are subject to the SKT CFC and specific contracts entered into thereunder.