
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934

For the month of March 2026

Commission File Number: 001-35729

JOYY INC.

30 Pasir Panjang Road #15-31A Mapletree Business City,
Singapore 117440
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F

Form 40-F

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 99.1	Press Release
Exhibit 99.2	JOYY Inc. Second Amended and Restated 2011 Share Incentive Plan

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

JOYY INC.

By: /s/ Ting Li

Name: Ting Li

Title: Chairman and Chief Executive Officer

Date: March 11, 2026

JOYY Reports Fourth Quarter and Full Year 2025 Unaudited Financial Results

Singapore, March 11, 2026 (GLOBE NEWSWIRE) -- JOYY Inc. (NASDAQ: JOYY) (“JOYY” or the “Company”), a global technology company, today announced its unaudited financial results for the fourth quarter and full year of 2025.

Fourth Quarter 2025 Financial Highlights¹

- **Net revenues** were US\$581.9 million, an increase of 5.9% from US\$549.4 million in the corresponding period of 2024 and 7.7% from US\$540.2 million in the third quarter of 2025.
 - **Live streaming revenues** were US\$394.4 million, compared with US\$422.4 million in the corresponding period of 2024, representing an increase of 1.5% from US\$388.5 million in the third quarter of 2025.
 - **Advertising revenues²** increased by 62.4% to US\$145.4 million from US\$89.6 million in the corresponding period of 2024 and by 29.3% from US\$112.5 million in the third quarter of 2025.
 - **Other revenues** increased by 12.3% to US\$42.1 million from US\$37.5 million in the corresponding period of 2024 and by 7.2% from US\$39.2 million in the third quarter of 2025.
- **Operating income** was US\$18.3 million, compared to operating loss of US\$427.9 million in the corresponding period of 2024 and operating income of US\$19.6 million in the third quarter of 2025.
- **Non-GAAP EBITDA³** was US\$50.6 million, compared with US\$55.7 million in the corresponding period of 2024 and US\$50.6 million in the third quarter of 2025.
- **Net income from continuing operations attributable to controlling interest of JOYY⁴** was US\$54.3 million, compared to net loss of US\$304.1 million in the corresponding period of 2024 and net income of US\$62.0 million in the third quarter of 2025.
- **Non-GAAP net income from continuing operations attributable to controlling interest and common shareholders of JOYY⁵** was US\$70.3 million, compared with US\$96.1 million in the corresponding period of 2024 and US\$72.4 million in the third quarter of 2025.
- **Net Cash⁶** as of December 31, 2025 was US\$3,258.0 million.
- **Net cash from operating activities** was US\$116.0 million, compared with US\$110.5 million in the corresponding period of 2024.

Full Year 2025 Highlights

- **Net revenues** were US\$2,124.2 million, compared with US\$2,237.8 million in 2024.
 - **Live streaming revenues** were US\$1,529.7 million, compared with US\$1,788.0 million in 2024.
 - **Advertising revenues** increased by 37.1% to US\$442.7 million from US\$323.0 million in 2024.
 - **Other revenues** increased by 19.8% to US\$151.9 million from US\$126.8 million in 2024.
- **Operating income** was US\$55.8 million, compared to operating loss of US\$405.6 million in 2024.
- **Non-GAAP EBITDA** was US\$189.8 million, representing an increase of 10.9% from US\$171.2 million in 2024.
- **Net income from continuing operations attributable to controlling interest of JOYY** was US\$222.5 million, compared to net loss of US\$146.2 million in 2024.
- **Non-GAAP net income from continuing operations attributable to controlling interest and common shareholders of JOYY** was US\$282.8 million, compared with US\$298.5 million in 2024.

Fourth Quarter 2025 Business Highlights

Global community :

- **Global average mobile MAUs⁷** reached 272.1 million in the fourth quarter of 2025, up by 3.4% from 263.1 million in the corresponding period of 2024 and up by 2.2% from 266.2 million in the third quarter of 2025. The Company continued to optimize its marketing strategies to focus on return on investment (ROI) and high-value users.

Live streaming :

- Live streaming revenues reached US\$394.4 million in the fourth quarter, including US\$371.8 million from BIGO, representing an increase of 1.1% from the previous quarter and the third consecutive quarter of sequential growth. By region, live streaming revenues from developed countries and regions grew by 3.4% quarter over quarter.
- Total paying users of BIGO⁸ rose by 1.5% quarter over quarter to 1.54 million, while ARPPU⁹ increased moderately quarter over quarter and reached US\$222.8.
- The Company continued to drive streamer incentive reforms and AI-powered enhancements across content distribution and payment experiences, which in turn supported steady gains in both user engagement and monetization. For example, by integrating LLM architecture and incorporating multi-modal information into its recommendation systems, Bigo Live improved its ability to understand both live-streaming content and user interests. This optimized recommendation precision and distribution efficiency led to a 5.6% increase in Bigo Live’s average viewing time per user quarter over quarter. User adoption of AI-generated virtual gifts continued to grow. In January 2026, the consumption of AI interactive gifts on Bigo Live accounted for over 30% of total virtual gift consumption.

Recent Development on New Initiatives- Advertising Technology :

- Beginning in 2022, the Company ramped up efforts to diversify its revenue stream, cultivating its new initiatives in advertising technology and others. The Company has made steady progress advancing towards its strategic positioning as a global tech company powered by multiple growth engines.
- In the fourth quarter, total non-live streaming revenues reached US\$187.5 million, up by 47.6% year over year, representing 32.2% of total net revenues of the Company, compared with 23.1% in the corresponding period of 2024.
- BIGO Ads is an AI-powered programmatic advertising platform. Launched to provide one-stop marketing and monetization solutions, it leverages deep learning, real-time bidding, and smart bidding models (such as oCPC and ROAS optimization) to enable brands to scale user acquisition and app developers to effectively unlock monetization potentials through connecting premium global demand.
- In the fourth quarter, BIGO Ads' total revenues grew by 61.5% year over year and by 23.3% quarter over quarter to US\$128.1 million. In particular, BIGO Audience Network, which includes third-party advertising revenues generated on network partners' traffic properties, delivered exceptional results, up by 82.5% year over year and 27.3% quarter over quarter, demonstrating accelerated growth momentum on a sequential basis for the third consecutive quarter.
- BIGO Ads has access to a vast traffic pool, comprising the Company's own global average mobile MAU base and an extensive network of third-party traffic through seamless integration of developer traffic across major channels. During the quarter, Software Development Kit (SDK) advertising requests grew by 166% year over year and 23% quarter over quarter.
- Broader traffic coverage, multi-vertical advertiser expansion, and ongoing algorithm optimization fueled accelerated growth. Web-based demands grew by 20% quarter over quarter. Mobile-based demands remained strong, with in-app advertising spending up by 39% quarter over quarter. Geographically, developed markets demonstrated strong momentum, with North America revenues growing by over 21% quarter over quarter and Western European revenues growing by 46% quarter over quarter.
- Overall, the number of key cohorts increased by 29% quarter over quarter, with total spending from key cohorts up by 34% quarter over quarter.

Ms. Ting Li, Chairperson and Chief Executive Officer of JOYY, commented, "We closed 2025 on a strong note, with fourth-quarter total revenues of US\$581.9 million, up by 5.9% year over year and 7.7% quarter over quarter, our first year-over-year revenue growth since the second half of 2024. This signals a pivotal moment in our topline trajectory and our strategic transformation.

Our live streaming business delivered its third consecutive quarter of sequential revenue recovery, with revenues showing a 1.5% quarter-over-quarter increase. Meanwhile, our advertising business demonstrated remarkable momentum, with BIGO Ads revenues reaching US\$128.1 million, representing a 61.5% year-over-year increase and a 23.3% quarter-over-quarter increase.

Looking back at the full year of 2025, we made meaningful progress in shaping our strategic framework as a global technology company with multiple, synergistic growth engines. Driven by broader traffic coverage, multi-vertical advertiser expansion, and ongoing algorithm optimization, BIGO Ads achieved a 38.5% year-over-year revenue growth in 2025, with its third-party advertising revenues, Audience Network, accelerating to 56.3% year-over-year revenue growth. Operating cash flow remained robust, and we returned US\$332.0 million to shareholders through share repurchases and dividends throughout 2025.

As we look ahead, we believe 2026 will be a landmark year for JOYY, marking the resolute beginning of our renewed growth journey. With our social entertainment business serving as the cornerstone of profitability and cash flow, and BIGO Ads and Shoptline fueling our next stage of growth, we believe we are well-positioned for sustainable and profitable growth. Leveraging our integrated ecosystem, we remain committed to strengthening JOYY's position and delivering sustainable long-term value for our shareholders."

Fourth Quarter 2025 Financial Results

NET REVENUES

Net revenues were US\$581.9 million, representing an increase of 5.9% from US\$549.4 million in the corresponding period of 2024 and 7.7% from US\$540.2 million in the third quarter of 2025.

Live streaming revenues were US\$394.4 million, compared with US\$422.4 million in the corresponding period of 2024, representing an increase of 1.5% from US\$388.5 million in the third quarter of 2025. The year-over-year decrease was primarily due to proactive adjustments to the operational strategies and product features to enhance efficiency and compliance. The quarter-over-quarter increase was primarily driven by improved user spending sentiment through a more diversified content ecosystem and effective localized operations.

Advertising revenues increased by 62.4% to US\$145.4 million from US\$89.6 million in the corresponding period of 2024, and represented an increase of 29.3% from US\$112.5 million in the third quarter of 2025. The year-over-year and quarter-over-quarter increases were due to strong performance of BIGO Ads, driven by expansion of traffic, geographic and vertical market diversification, and enhanced algorithm performance that resulted in improved advertisement delivery efficiency and higher advertiser spending.

Other revenues increased by 12.3% to US\$42.1 million from US\$37.5 million in the corresponding period of 2024 and by 7.2% from US\$39.2 million in the third quarter of 2025, mainly driven by the continued steady growth of the Company's smart commerce SaaS business.

COST OF REVENUES AND GROSS PROFIT

Cost of revenues was US\$376.3 million in the fourth quarter of 2025, compared with US\$345.7 million in the corresponding period of 2024 and US\$347.1 million in the third quarter of 2025. BIGO's cost of revenues increased by 9.3% year over year to US\$333.3 million, and by 8.2% from US\$308.1 million in the third quarter of 2025. The year-over-year and quarter-over-quarter sequential change was primarily attributable to a US\$33.0 million and US\$28.0 million increase in revenue-sharing fees and content costs, respectively, primarily resulting from higher traffic acquisition costs paid to third-party partners in relation to the expansion of the Company's advertising business. All others' cost of revenues increased by 5.5% year over year to US\$43.1 million, and by 10.3% from the third quarter of 2025, generally in line with the increase in segment revenue.

Gross profit was US\$205.6 million in the fourth quarter of 2025, compared with US\$203.8 million in the corresponding period of 2024 and US\$193.1 million in the third quarter of 2025. Gross margin was 35.3% in the fourth quarter of 2025, compared with 37.1% in the corresponding period of 2024 and 35.8% in the third quarter of 2025.

OPERATING EXPENSES AND INCOME

Operating expenses were US\$187.8 million in the fourth quarter of 2025, compared with US\$633.5 million in the same period of 2024 and US\$174.2 million in the third quarter of 2025. Among the operating expenses, sales and marketing expenses were US\$81.4 million, compared with US\$67.0 million in the corresponding period of 2024 and US\$72.1 million in the third quarter of 2025. The year-over-year increase primarily reflected a restoration of user acquisition activity, as the Company's ROI-focused marketing spending returned to regular levels following one-off advertising savings associated with a temporary app store interruption in the fourth quarter of 2024. Research and development expenses were US\$61.5 million, compared with US\$67.5 million in the corresponding period of 2024 and US\$63.1 million in the third quarter of 2025. The year-over-year decrease was mainly attributable to a US\$5.6 million decrease in employee compensation and welfare expenses, reflecting the Company's continued prudence and discipline in spending through enhanced resource sharing and operational synergy across different business units, while strategically allocating an incremental share of research and development resources towards BIGO Ads. General and administrative expenses were US\$44.9 million, compared with US\$44.0 million in the corresponding period of 2024 and US\$39.1 million in the third quarter of 2025. Goodwill impairment charges of US\$454.9 million were recorded in the fourth quarter of 2024, primarily attributable to goodwill associated with the Company's prior acquisitions and driven by lower valuations amid market conditions at that time. No comparable charge was recorded in the fourth quarter of 2025.

Operating income was US\$18.3 million, compared to operating loss of US\$427.9 million in the corresponding period of 2024 and operating income of US\$19.6 million in the third quarter of 2025.

Non-GAAP operating income¹⁰ was US\$40.8 million in the fourth quarter of 2025, compared with US\$46.4 million in the corresponding period of 2024 and US\$40.7 million in the third quarter of 2025. Non-GAAP operating income margin¹¹ was 7.0% in the fourth quarter of 2025, compared with 8.4% in the corresponding period of 2024 and 7.5% in the third quarter of 2025.

Non-GAAP EBITDA was US\$50.6 million, compared with US\$55.7 million in the corresponding period of 2024 and US\$50.6 million in the third quarter of 2025. Non-GAAP EBITDA margin¹² was 8.7%, compared with 10.1% in the corresponding period of 2024 and 9.4% in the third quarter of 2025.

NET INCOME

Net income from continuing operations attributable to controlling interest of JOYY was US\$54.3 million, compared to net loss of US\$304.1 million in the corresponding period of 2024 and net income of US\$62.0 million in the third quarter of 2025. Net income margin was 9.3% in the fourth quarter of 2025, compared with net loss margin of 55.4% in the corresponding period of 2024 and net income margin of 11.5% in the third quarter of 2025.

Non-GAAP net income from continuing operations attributable to controlling interest and common shareholders of JOYY was US\$70.3 million, compared with US\$96.1 million in the corresponding period of 2024 and US\$72.4 million in the third quarter of 2025. Non-GAAP net income margin¹³ was 12.1% in the fourth quarter of 2025, compared with non-GAAP net income margin of 17.5% in the corresponding period of 2024 and 13.4% in the third quarter of 2025.

NET INCOME PER ADS

Diluted net income from continuing operations per ADS¹⁴ was US\$1.03 in the fourth quarter of 2025, compared with diluted net loss per ADS of US\$5.67 in the corresponding period of 2024 and diluted net income per ADS of US\$1.15 in the third quarter of 2025.

Non-GAAP diluted net income from continuing operations per ADS¹⁵ was US\$1.34 in the fourth quarter of 2025, compared with US\$1.77 in the corresponding period of 2024 and US\$1.36 in the third quarter of 2025.

BALANCE SHEET AND CASH FLOWS

As of December 31, 2025, the Company had net cash⁶ of US\$3,258.0 million, compared with US\$3,275.9 million as of December 31, 2024. For the fourth quarter of 2025, net cash from operating activities was US\$116.0 million.

SHARES OUTSTANDING

As of December 31, 2025, the Company had a total of 999.7 million common shares outstanding, representing the equivalent of 50.0 million ADSs assuming the conversion of all common shares into ADSs.

Full Year 2025 Financial Results

Net revenues for the full year of 2025 were US\$2,124.2 million, compared with US\$2,237.8 million in 2024.

Live streaming revenues for the full year of 2025 were US\$1,529.7 million, compared with US\$1,788.0 million in 2024.

Advertising revenues for the full year of 2025 increased by 37.1% to US\$442.7 million from US\$323.0 million in 2024. BIGO Ads revenues for the full year of 2025 increased by 38.5% to US\$398.5 million from US\$287.8 million in 2024.

Other revenues for the full year of 2025 increased by 19.8% to US\$151.9 million from US\$126.8 million in 2024.

Operating income was US\$55.8 million for the full year of 2025, compared with an operating loss of US\$405.6 million in 2024. Operating income margin was 2.6% in 2025, compared with an operating loss margin of 18.1% in 2024.

Non-GAAP operating income was US\$150.8 million for the full year of 2025, compared to US\$136.1 million in 2024. Non-GAAP operating income margin was 7.1% in 2025, compared to 6.1% in 2024.

Non-GAAP EBITDA was US\$189.8 million for the full year of 2025, representing an increase of 10.9% from US\$171.2 million in 2024. Non-GAAP EBITDA margin for the full year of 2025 was 8.9%, compared with 7.6% in 2024.

Net income from continuing operations attributable to controlling interest of JOYY for the full year of 2025 was US\$222.5 million, compared with a net loss of US\$146.2 million in 2024. Net income margin for the full year of 2025 was 10.5%, compared with a net loss margin of 6.5% in 2024.

Non-GAAP net income from continuing operations attributable to controlling interest and common shareholders of JOYY for the full year of 2025 was US\$282.8 million, compared to US\$298.5 million in 2024. Non-GAAP net income margin for the full year of 2025 was 13.3%, compared to 13.3% in 2024.

Diluted net income from continuing operations per ADS for the full year of 2025 was US\$4.15, compared to diluted net loss per ADS of US\$2.55 in 2024. Non-GAAP diluted net income from continuing operations per ADS was US\$5.31 in 2025, compared to US\$4.96 in 2024.

Business Outlook

For the first quarter of 2026, the Company expects net revenues to be between US\$538 million and US\$548 million. This forecast reflects the Company's current and preliminary views on the market, operational conditions and business strategies, which are subject to changes, particularly as to the potential impact from macroeconomic uncertainties.

Share Repurchase Programs

Pursuant to the Company's share repurchase program authorized in March 2025, which is effective till the end of 2027, the Company had repurchased approximately 2.4 million ADSs for an aggregate consideration of US\$134.6 million on the open market during the full year of 2025, of which approximately 1.1 million ADSs for an aggregate consideration of US\$67.4 million were repurchased during the fourth quarter of 2025.

Between December 31, 2025 and March 11, 2026, the Company repurchased an additional approximately 0.4 million ADSs, for an aggregate consideration of US\$25.0 million. The remaining unutilized amount under the authorized share repurchase program was approximately US\$140.0 million as of the date of this announcement.

Quarterly Dividend Program and Additional Cash Dividend

On March 19, 2025, the board of directors authorized a quarterly dividend program from 2025 to 2027, under which a total of approximately US\$600 million in cash will be distributed on a quarterly basis over the three-year period. Accordingly, it is expected that a cash dividend of US\$0.99 per ADS, or US\$0.0495 per common share, will be paid pursuant to this quarterly dividend program. In addition, the Company is pleased to announce that, in light of its strong FY2025 performance and continued double-digit improvements in non-GAAP operational profitability, its board of directors has approved an additional cash dividend in a total amount of US\$20 million (US\$0.39 per ADS, or US\$0.0195 per common share), representing approximately 10% of total cash dividends declared for fiscal year 2025. This additional cash dividend further demonstrates the Company's ongoing commitment to delivering shareholder value and its appreciation for shareholders' continued support for the Company's long-term growth. The additional cash dividend will be paid together with the aforementioned quarterly dividend.

Aggregating the quarterly cash dividend and the additional cash dividend for the first quarter of 2026, the Company's board of directors has declared a cash dividend in the aggregate amount of US\$1.38 per ADS, or US\$0.069 per common share, which is expected to be paid on May 8, 2026 to shareholders of record as of the close of business on April 22, 2026. The ex-dividend date will be April 22, 2026.

Anticipated Refinements to Segment Reporting

In light of its evolving business developments, the Company is currently evaluating certain refinements to its internal management and segment reporting structure. The Company currently expects to adopt a revised reportable segment structure beginning in the first quarter of 2026, following the changes to its management structure and CODM reporting. Should a revised segment reporting structure be adopted, historical segment information would be adjusted retrospectively. The Company will provide further details in its quarterly earnings releases in the future.

Adoption of Second Amended and Restated 2011 Share Incentive Plan

The Company has adopted the Second Amended and Restated 2011 Share Incentive Plan (the "New Plan"), as approved and authorized by the board of directors of the Company and its compensation committee. The New Plan amends and restates the previously adopted Amended and Restated 2011 Share Incentive Plan in its entirety and assumes all awards granted thereunder. Under the New Plan, the maximum aggregate number of shares of the Company available for grant of awards is initially 231,950,949 Class A common shares, plus an annual increase of 20,000,000 Class A common shares on the first day of each fiscal year, beginning in 2027, or such lesser number of Class A common shares as determined by the board of directors of the Company. The New Plan will expire upon the tenth anniversary of the adoption date.

Concurrently with the adoption of the New Plan, the previously adopted 2019 Share Incentive Awards Arrangement was also terminated. No more awards may be granted under the 2019 Share Incentive Awards Arrangement, and all awards that had been granted under the 2019 Share Incentive Awards Arrangement and remained outstanding were assumed by the New Plan.

Conference Call Information

The Company will hold a conference call at 9:00 PM U.S. Eastern Time on Tuesday, March 10, 2026 (9:00 AM Singapore/Hong Kong Time on Wednesday, March 11, 2026). Details for the conference call are as follows:

Event Title: JOYY Inc. Fourth Quarter and Full Year 2025 Earnings Conference Call
Conference ID: #10053499

All participants may use the link provided below to complete the online registration process in advance of the conference call. Upon registration, each participant will receive a set of participant dial-in numbers, the Direct Event passcode, and a unique PIN by email.

PRE-REGISTER LINK: <https://s1.c-conf.com/diamondpass/10053499-no87g5.html>

A live and archived webcast of the conference call will also be available at the Company's investor relations website at <https://ir.joyy.com>.

The replay will be accessible through March 18, 2026, by dialing the following numbers:

United States:	1-855-883-1031
Singapore:	800-101-3223
Hong Kong:	800-930-639
Conference ID:	#10053499

About JOYY Inc.

JOYY (NASDAQ: JOYY) is a leading global technology company with a mission to enrich lives through technology. With a diversified product portfolio spanning live streaming, short-form videos, instant messaging, and emerging initiatives such as advertising and smart commerce SaaS, JOYY has transformed into a dynamic ecosystem powered by AI and data intelligence. Headquartered in Singapore and operating across the globe, JOYY empowers creators, merchants and enterprises worldwide. JOYY's ADSs have been listed on the NASDAQ since November 2012.

Safe Harbor Statement

This press release contains forward-looking statements. These statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar statements. Among other things, the business outlook and quotations from management in this press release, as well as JOYY’s strategic and operational plans, contain forward-looking statements. JOYY may also make written or oral forward-looking statements in its periodic reports to the U.S. Securities and Exchange Commission (“SEC”), in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Statements that are not historical facts, including statements about JOYY’s beliefs and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties. A number of factors could cause actual results to differ materially from those contained in any forward-looking statement, including but not limited to the following: JOYY’s goals and strategies; JOYY’s future business development, results of operations and financial condition; the expected growth of the global online social entertainment and advertising market; JOYY’s ability to attract and retain users and advertisers; JOYY’s expectations regarding demand for and market acceptances of its products and services; JOYY’s ability to adopt the latest technology to enhance its operations; fluctuations in global economic and business conditions; and assumptions underlying or related to any of the foregoing. A more detailed and full discussion of those risks and other potential risks is included in JOYY’s filings with the SEC. All information provided in this press release and in the attachments is as of the date of this press release, and JOYY does not undertake any obligation to update any forward-looking statement, except as required under applicable law.

Use of Non-GAAP Financial Measures

The unaudited condensed consolidated financial information is prepared in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”). JOYY uses non-GAAP operating (loss) income, non-GAAP operating income (loss) margin, non-GAAP EBITDA, non-GAAP EBITDA margin, non-GAAP net income (loss) from continuing operations attributable to controlling interest and common shareholders of JOYY, non-GAAP net income (loss) margin attributable to controlling interest and common shareholders of JOYY, and basic and diluted non-GAAP net income (loss) from continuing operations per ADS, all of which are non-GAAP financial measures adjusted from the most comparable U.S. GAAP results. Non-GAAP operating income (loss) is operating income (loss) excluding share-based compensation expenses, impairment of goodwill and investments, amortization of intangible assets from business acquisitions, and gain (loss) on deconsolidation and disposal of subsidiaries and business. Non-GAAP operating income (loss) margin is non-GAAP operating income as a percentage of net revenues. Non-GAAP net income (loss) from continuing operations is net income (loss) from continuing operations excluding share-based compensation expenses, impairment of goodwill and investments, amortization of intangible assets from business acquisitions, gain (loss) on deconsolidation and disposal of subsidiaries and business, gain (loss) on disposal and deemed disposal of investments, gain (loss) on fair value change of investments, reconciling items on the share of equity method investments (referring to share of income (loss) from equity method investments resulting from non-recurring or non-cash items of the equity method investments), interest expenses related to the convertible bonds’ amortization to face value, and income tax effects of the above non-GAAP reconciling items. Non-GAAP EBITDA is non-GAAP operating income (loss) added back depreciation and amortization (other than amortization of intangible assets resulting from assets and business acquisitions), and non-GAAP EBITDA margin is non-GAAP EBITDA as a percentage of net revenues. Non-GAAP net income (loss) from continuing operations attributable to controlling interest and common shareholders of JOYY is net income (loss) from continuing operations attributable to controlling interest of JOYY excluding share-based compensation expenses, impairment of goodwill and investments, amortization of intangible assets from business acquisitions, gain (loss) on deconsolidation and disposal of subsidiaries and business, gain (loss) on disposal and deemed disposal of investments, gain (loss) on fair value change of investments, reconciling items on the share of equity method investments, interest expenses related to the convertible bonds’ amortization to face value, income tax effects of the above non-GAAP reconciling items and adjustments for non-GAAP reconciling items for the net (loss) income from continuing operations attributable to non-controlling interest shareholders. Non-GAAP net income (loss) margin is non-GAAP net income (loss) from continuing operations attributable to controlling interest and common shareholders of JOYY as a percentage of net revenues. Non-GAAP net income (loss) from continuing operations attributable to controlling interest and common shareholders of JOYY is net income (loss) from continuing operations attributable to common shareholders of JOYY excluding share-based compensation expenses, impairment of goodwill and investments, amortization of intangible assets from business acquisitions, gain (loss) on deconsolidation and disposal of subsidiaries and business, gain (loss) on disposal and deemed disposal of investments, gain (loss) on fair value change of investments, reconciling items on the share of equity method investments, interest expenses related to the convertible bonds’ amortization to face value, accretion, cumulative dividend and deemed dividend to subsidiaries’ preferred shareholders, gain on repurchase of redeemable convertible preferred shares of a subsidiary and income tax effects of above non-GAAP reconciling items and adjustments for non-GAAP reconciling items for the net income (loss) from continuing operations attributable to non-controlling interest shareholders. Basic and diluted non-GAAP net income (loss) from continuing operations per ADS is non-GAAP net income (loss) from continuing operations attributable to common shareholders of JOYY divided by weighted average number of ADS used in the calculation of basic and diluted net income per ADS. The Company believes that separate analysis and exclusion of the non-cash impact of above reconciling items adds clarity to the constituent parts of its performance. The Company reviews these non-GAAP financial measures together with GAAP financial measures to obtain a better understanding of its operating performance. It uses the non-GAAP financial measure for planning, forecasting and measuring results against the forecast. The Company believes that non-GAAP financial measure is useful supplemental information for investors and analysts to assess its operating performance without the non-cash effect of (i) share-based compensation expenses, amortization of intangible assets from business acquisitions, and interest expenses related to the convertible bonds’ amortization to face value, which have been and will continue to be significant recurring expenses in its business, (ii) impairment of goodwill and investments, gain (loss) on deconsolidation and disposal of subsidiaries and business, gain (loss) on disposal and deemed disposal of investments, gain (loss) on fair value change of investments, reconciling items on the share of equity method investments, accretion, cumulative dividend and deemed dividend to subsidiaries’ preferred shareholders and gain on repurchase of redeemable convertible preferred shares of a subsidiary which may not be recurring in its business, and (iii) income tax expenses and non-GAAP adjustments for net income (loss) from continuing operations attributable to non-controlling interest shareholders, which are affected by the above non-GAAP reconciling items. However, the use of non-GAAP financial measures has material limitations as an analytical tool. One of the limitations of using non-GAAP financial measures is that they do not include all items that impact the Company’s net income (loss) for the period. In addition, because non-GAAP financial measures are not measured in the same manner by all companies, they may not be comparable to other similar titled measures used by other companies. In light of the foregoing limitations, you should not consider non-GAAP financial measure in isolation from or as an alternative to the financial measure prepared in accordance with U.S. GAAP.

The presentation of these non-GAAP financial measures is not intended to be considered in isolation from, or as a substitute for, the financial information prepared and presented in accordance with U.S. GAAP. For more information on these non-GAAP financial measures, please see the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release.

Investor Relations Contact

JOYY Inc.

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¹ The financial information and non-GAAP financial information disclosed in this press release is presented on a continuing operations basis, unless otherwise specifically stated. For the avoidance of confusion, the continuing operations for the three months ended December 31, 2024, September 30, 2025 and December 31, 2025 and for the twelve months ended December 31, 2024 and December 31, 2025, as presented in this press release, primarily consisted of BIGO segment (primarily including Bigo Live, Likee and imo) and the All other segment.

² The Company has been presenting advertising revenues as a separate line item in the financial statements since the third quarter of 2025, to better reflect the performance of its emerging advertising business.

³ Non-GAAP EBITDA is a non-GAAP financial measure, which is defined as non-GAAP operating income (loss) added back depreciation and amortization (other than amortization of intangible assets resulting from assets and business acquisitions). Please refer to the section titled “Use of Non-GAAP Financial Measures” and the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release for details.

⁴ Net income (loss) from continuing operations attributable to controlling interest of JOYY is net income (loss) from continuing operations less net (loss) income from continuing operations attributable to the non-controlling interest shareholders and the mezzanine equity classified non-controlling interest shareholders.

⁵ Non-GAAP net income (loss) from continuing operations attributable to controlling interest and common shareholders of JOYY is a non-GAAP financial measure, which is defined as net income (loss) from continuing operations attributable to common shareholders of JOYY excluding share-based compensation expenses, impairment of goodwill and investments, amortization of intangible assets from business acquisitions, gain (loss) on deconsolidation and disposal of subsidiaries and business, gain (loss) on disposal and deemed disposal of investments, gain (loss) on fair value change of investments, reconciling items on the share of equity method investments which refer to those similar non-GAAP reconciling items of the Company, interest expenses related to the convertible bonds amortization to face value, accretion, cumulative dividend and deemed dividend to subsidiaries’ preferred shareholders, income tax effects of the above non-GAAP reconciling items and adjustments for non-GAAP reconciling items for net (loss) income attributable to non-controlling interest shareholders. Please refer to the section titled “Use of Non-GAAP Financial Measures” and the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release for details.

⁶ Net cash is calculated as the sum of cash and cash equivalents, restricted cash and cash equivalents, short-term deposits, restricted short-term deposits, short-term investments, long-term deposits and held-to-maturity investments, less short-term and long-term loans.

⁷ Refers to average mobile monthly active users of the social entertainment platforms operated by the Company, including Bigo Live, Likee, imo and Hago. Average mobile MAU for any period is calculated by dividing (i) the sum of the Company’s active mobile users for each month of such period, by (ii) the number of months in such period.

⁸ The number of paying users during a given period is calculated as the cumulative number of registered user accounts that have purchased virtual items or other products and services on Bigo Live, Likee or imo at least once during the relevant period.

⁹ Average revenue per user is calculated by dividing the Company’s total revenues from live streaming on Bigo Live, Likee and imo during a given period by the number of paying users for the Company’s live streaming services on these platforms for that period.

¹⁰ Non-GAAP operating income (loss) is a non-GAAP financial measure, which is defined as operating income (loss) excluding share-based compensation expenses, amortization of intangible assets from business acquisitions, impairment of goodwill and investments and gain (loss) on deconsolidation and disposal of subsidiaries and business. Please refer to the section titled “Use of Non-GAAP Financial Measures” and the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release for details.

¹¹ Non-GAAP operating income (loss) margin is a non-GAAP financial measure, which is defined as non-GAAP operating income (loss) as a percentage of net revenues. Please refer to the section titled “Use of Non-GAAP Financial Measures” and the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release for details.

¹² Non-GAAP EBITDA margin is a non-GAAP financial measure, which is defined as non-GAAP EBITDA as a percentage of net revenues. Please refer to the section titled “Use of Non-GAAP Financial Measures” and the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release for details.

¹³ Non-GAAP net income (loss) margin is non-GAAP net income from continuing operations attributable to controlling interest and common shareholders of JOYY as a percentage of net revenues.

¹⁴ ADS refers to American Depositary Share. Each ADS represents twenty Class A common shares of the Company. Diluted net income (loss) per ADS is net income (loss) attributable to common shareholders of JOYY divided by weighted average number of diluted ADS.

¹⁵ Non-GAAP diluted net income (loss) from continuing operations per ADS is a non-GAAP financial measure, which is defined as non-GAAP net income (loss) from continuing operations attributable to common shareholders of JOYY divided by weighted average number of ADS used in the calculation of diluted net income (loss) per ADS. Please refer to the section titled “Use of Non-GAAP Financial Measures” and the table captioned “JOYY Inc. Unaudited Reconciliation of GAAP and Non-GAAP Results” near the end of this press release for details.

JOYY INC.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(All amounts in thousands, except share, ADS and per ADS data)

	December 31, 2024	December 31, 2025
	US\$	US\$
Assets		
Current assets		
Cash and cash equivalents	444,761	374,248
Restricted cash and cash equivalents	371,332	21,593
Short-term deposits	1,061,011	192,535
Restricted short-term deposits	20,722	7,182
Short-term investments	288,589	613,702
Accounts receivable, net	121,861	154,439
Amounts due from related parties	467	106
Prepayments and other current assets ⁽¹⁾	247,538	255,566
Total current assets	2,556,281	1,619,371
Non-current assets		
Long-term deposits and held-to-maturity investments	1,124,308	2,059,386
Deferred tax assets	2,563	9,782
Investments	530,685	551,802
Property and equipment, net	499,723	565,124
Land use rights, net	303,115	301,390
Intangible assets, net	277,257	221,963
Right-of-use assets, net	20,457	21,241
Goodwill	2,194,324	2,194,358
Other non-current assets	19,084	8,071
Total non-current assets	4,971,516	5,933,117
Total assets	7,527,797	7,552,488
Liabilities, mezzanine equity and shareholders' equity		
Current liabilities		
Short-term loans	34,853	10,672
Accounts payable	84,015	71,551
Deferred revenue	66,813	61,713
Advances from customers	4,031	5,408
Income taxes payable	78,304	64,533
Accrued liabilities and other current liabilities ⁽¹⁾	2,393,923	626,678
Amounts due to related parties	1,378	24,472
Lease liabilities due within one year	10,775	8,939
Total current liabilities	2,674,092	873,966
Non-current liabilities		
Lease liabilities	9,948	12,029
Deferred revenue	12,635	9,522
Deferred tax liabilities	47,631	54,941
Total non-current liabilities	70,214	76,492
Total liabilities	2,744,306	950,458

JOYY INC.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS (CONTINUED)
(All amounts in thousands, except share, ADS and per ADS data)

	December 31, 2024	December 31, 2025
	US\$	US\$
Mezzanine equity	23,733	25,333
Shareholders' equity		
Class A common shares (US\$0.00001 par value; 10,000,000,000 and 10,000,000,000 shares authorized, 1,317,840,464 shares issued and 714,663,197 shares outstanding as of December 31, 2024; 1,306,734,444 shares issued and 673,183,174 shares outstanding as of December 31, 2025, respectively)	7	7
Class B common shares (US\$0.00001 par value; 1,000,000,000 and 1,000,000,000 shares authorized, 326,509,555 and 326,509,555 shares issued and outstanding as of December 31, 2024 and December 31, 2025, respectively)	3	3
Treasury shares (US\$0.00001 par value; 603,177,267 and 633,551,270 shares held as of December 31, 2024 and December 31, 2025, respectively)	(1,223,186)	(1,302,098)
Additional paid-in capital	3,345,536	3,315,070
Statutory reserves	40,500	37,869
Retained earnings	2,796,745	4,699,089
Accumulated other comprehensive loss	(247,615)	(208,093)
Total JOYY Inc.'s shareholders' equity	4,711,990	6,541,847
Non-controlling interests	47,768	34,850
Total shareholders' equity	4,759,758	6,576,697
Total liabilities, mezzanine equity and shareholders' equity	7,527,797	7,552,488

- (1) JOYY has ceased consolidation of YY Live business since February 8, 2021 and classified and presented all the related assets and liabilities related to YY Live business on a net basis within prepayments and other current assets. The consideration received by the Company remains within cash and cash equivalents, restricted cash and cash equivalents, and short-term deposits as of December 31, 2024. Correspondingly, the advanced payments received have been recorded as accrued liabilities and other current liabilities on the Company's consolidated balance sheet as of December 31, 2024. On February 25, 2025, the Company entered into agreements with Baidu and closed the sale of YY Live to Baidu.

JOYY INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended			Twelve Months Ended	
	December 31, 2024 US\$	September 30, 2025 US\$	December 31, 2025 US\$	December 31, 2024 US\$	December 31, 2025 US\$
Net revenues					
Live streaming ⁽¹⁾	422,418	388,474	394,436	1,788,021	1,529,667
Advertising	89,570	112,516	145,430	323,013	442,718
Others	37,458	39,231	42,050	126,754	151,863
Total net revenues	<u>549,446</u>	<u>540,221</u>	<u>581,916</u>	<u>2,237,788</u>	<u>2,124,248</u>
Cost of revenues ⁽²⁾	(345,663)	(347,090)	(376,275)	(1,431,585)	(1,361,616)
Gross profit	<u>203,783</u>	<u>193,131</u>	<u>205,641</u>	<u>806,203</u>	<u>762,632</u>
Operating expenses⁽²⁾					
Research and development expenses	(67,485)	(63,094)	(61,538)	(278,740)	(247,133)
Sales and marketing expenses	(67,040)	(72,072)	(81,415)	(333,334)	(297,470)
General and administrative expenses	(44,015)	(39,050)	(44,867)	(152,517)	(164,529)
Goodwill impairment	(454,935)	-	-	(454,935)	-
Total operating expenses	<u>(633,475)</u>	<u>(174,216)</u>	<u>(187,820)</u>	<u>(1,219,526)</u>	<u>(709,132)</u>
Gain on disposal of subsidiary	-	-	-	1,643	-
Other income	1,839	637	444	6,055	2,320
Operating (loss) income	<u>(427,853)</u>	<u>19,552</u>	<u>18,265</u>	<u>(405,625)</u>	<u>55,820</u>
Interest expenses	(312)	(97)	(162)	(4,847)	(516)
Interest income and investment income	38,860	41,548	40,873	175,556	162,607
Foreign currency exchange gains (losses), net	9,613	(6,370)	(8,171)	764	(14,111)
(Loss) gain on fair value change of investments	(3,011)	4,102	(10,120)	6,636	12,320
(Loss) income before income tax expenses	<u>(382,703)</u>	<u>58,735</u>	<u>40,685</u>	<u>(227,516)</u>	<u>216,120</u>
Income tax expenses	(41)	(3,784)	(1,368)	(13,485)	(16,429)
(Loss) income before share of (loss) income in equity method investments, net of income taxes	<u>(382,744)</u>	<u>54,951</u>	<u>39,317</u>	<u>(241,001)</u>	<u>199,691</u>
Share of (loss) income in equity method investments, net of income taxes	(3,793)	4,236	11,868	(1,637)	11,610
Net (loss) income from continuing operations	<u>(386,537)</u>	<u>59,187</u>	<u>51,185</u>	<u>(242,638)</u>	<u>211,301</u>
Gain on disposal of YY Live⁽³⁾	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,875,921</u>
Net (loss) income	<u>(386,537)</u>	<u>59,187</u>	<u>51,185</u>	<u>(242,638)</u>	<u>2,087,222</u>
Net loss attributable to the non-controlling interest shareholders and the mezzanine equity classified non-controlling interest shareholders	82,392	2,773	3,142	96,402	11,213
Net (loss) income attributable to controlling interest of JOYY Inc.	<u>(304,145)</u>	<u>61,960</u>	<u>54,327</u>	<u>(146,236)</u>	<u>2,098,435</u>
Including :					
Net (loss) income from continuing operations attributable to controlling interest of JOYY Inc.	<u>(304,145)</u>	<u>61,960</u>	<u>54,327</u>	<u>(146,236)</u>	<u>222,514</u>
Gain on disposal of YY Live⁽³⁾	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,875,921</u>
Accretion of subsidiaries' redeemable convertible preferred shares to redemption value	(347)	(347)	(346)	(1,388)	(1,387)

Net (loss) income attributable to common shareholders of JOYY Inc.	(304,492)	61,613	53,981	(147,624)	2,097,048
Including :					
Net (loss) income from continuing operations attributable to common shareholders of JOYY Inc.	(304,492)	61,613	53,981	(147,624)	221,127
Gain on disposal of YY Live⁽³⁾	-	-	-	-	1,875,921

JOYY INC.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (CONTINUED)
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended			Twelve Months Ended	
	December 31,	September 30,	December 31,	December 31,	December 31,
	2024	2025	2025	2024	2025
	US\$	US\$	US\$	US\$	US\$
Net (loss) income per ADS					
—Basic	(5.67)	1.17	1.04	(2.55)	39.86
Continuing operations	(5.67)	1.17	1.04	(2.55)	4.20
Discontinued operations	-	-	-	-	35.66
—Diluted	(5.67)	1.15	1.03	(2.55)	39.37
Continuing operations	(5.67)	1.15	1.03	(2.55)	4.15
Discontinued operations	-	-	-	-	35.22
Weighted average number of ADS used in calculating net (loss) income per ADS					
—Basic	53,737,863	52,557,478	51,794,999	57,892,728	52,604,993
—Diluted	53,737,863	53,354,913	52,629,562	57,892,728	53,262,375

(1) Revenues by geographical areas were as follows:

	Three Months Ended			Twelve Months Ended	
	December 31,	September 30,	December 31,	December 31,	December 31,
	2024	2025	2025	2024	2025
	US\$	US\$	US\$	US\$	US\$
Developed countries and regions	302,911	325,027	356,624	1,206,679	1,250,411
Middle East	77,708	57,404	58,899	317,848	244,222
Mainland China	53,221	49,229	59,817	233,578	208,722
Southeast Asia and others	115,606	108,561	106,576	479,683	420,893

Note: Developed countries and region mainly included the United States of America, Singapore, Japan, South Korea and Great Britain. Middle East mainly included Saudi Arabia and other countries located in the region. Southeast Asia and others mainly included Indonesia, Vietnam and rest of the world.

(2) Share-based compensation was allocated in cost of revenues and operating expenses as follows:

	Three Months Ended			Twelve Months Ended	
	December 31,	September 30,	December 31,	December 31,	December 31,
	2024	2025	2025	2024	2025
	US\$	US\$	US\$	US\$	US\$
Cost of revenues	295	1,416	1,199	1,720	3,927
Research and development expenses	2,774	2,444	3,231	12,408	9,418
Sales and marketing expenses	183	326	573	615	1,383
General and administrative expenses	2,554	3,372	4,035	8,457	11,072

- (3) Gain from disposal of YY Live amounted to approximately US\$ 1.9 billion, which was reported as part of the net income from discontinued operations in the first quarter of 2025.

JOYY INC.
UNAUDITED RECONCILIATION OF GAAP AND NON-GAAP RESULTS
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended			Twelve Months Ended	
	December 31, 2024	September 30, 2025	December 31, 2025	December 31, 2024	December 31, 2025
	US\$	US\$	US\$	US\$	US\$
Operating (loss) income	(427,853)	19,552	18,265	(405,625)	55,820
Share-based compensation expenses	5,806	7,558	9,038	23,200	25,800
Amortization of intangible assets from business acquisitions	13,540	13,540	13,540	55,802	54,160
Impairment of goodwill and investments	454,935	-	-	464,321	15,000
Gain on disposal of subsidiary	-	-	-	(1,643)	-
Non-GAAP operating income	46,428	40,650	40,843	136,055	150,780
Depreciation and other amortization	9,296	9,905	9,774	35,103	38,972
Non-GAAP EBITDA	55,724	50,555	50,617	171,158	189,752
Net (loss) income from continuing operations	(386,537)	59,187	51,185	(242,638)	211,301
Share-based compensation expenses	5,806	7,558	9,038	23,200	25,800
Amortization of intangible assets from business acquisitions	13,540	13,540	13,540	55,802	54,160
Impairment of goodwill and investments	454,935	-	-	464,321	15,000
Gain on disposal of subsidiary	-	-	-	(1,643)	-
Loss (gain) on fair value change of investments	3,011	(4,102)	10,120	(6,636)	(12,320)
Interest expenses related to the convertible bonds' amortization to face value	-	-	-	435	-
Income tax effects on non-GAAP adjustments	(427)	(1,930)	(2,550)	(6,106)	(4,971)
Reconciling items on the share of equity method investments	3,802	(4,111)	(13,483)	(1,631)	(14,673)
Non-GAAP net income from continuing operations	94,130	70,142	67,850	285,104	274,297
Net (loss) income from continuing operations attributable to common shareholders of JOYY Inc.	(304,492)	61,613	53,981	(147,624)	221,127
Share-based compensation expenses	5,806	7,558	9,038	23,200	25,800
Amortization of intangible assets from business acquisitions	13,540	13,540	13,540	55,802	54,160
Impairment of goodwill and investments	454,935	-	-	464,321	15,000
Gain on disposal of subsidiary	-	-	-	(1,643)	-
Loss (gain) on fair value change of investments	3,011	(4,102)	10,120	(6,636)	(12,320)
Interest expenses related to the convertible bonds' amortization to face value	-	-	-	435	-
Accretion, cumulative dividend and deemed dividend to subsidiaries' preferred shareholders	347	347	346	1,388	1,387
Income tax effects on non-GAAP adjustments	(427)	(1,930)	(2,550)	(6,106)	(4,971)
Reconciling items on the share of equity method investments	3,802	(4,111)	(13,483)	(1,631)	(14,673)
Non-GAAP adjustments for net loss attributable to the non-controlling interest shareholders	(80,434)	(492)	(722)	(83,008)	(2,665)
Non-GAAP net income from continuing operations attributable to controlling interest and common shareholders of JOYY Inc.	96,088	72,423	70,270	298,498	282,845
Non-GAAP net income from continuing operations per ADS					
—Basic	1.79	1.38	1.36	5.16	5.38
—Diluted	1.77	1.36	1.34	4.96	5.31
Weighted average number of ADS used in calculating Non-GAAP net income from continuing operations per ADS					
—Basic	53,737,863	52,557,478	51,794,999	57,892,728	52,604,993
—Diluted	54,263,057	53,354,913	52,629,562	60,654,393	53,262,375

JOYY INC.
UNAUDITED SEGMENT REPORT
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended			
	December 31, 2025			
	BIGO	All other	Elimination⁽¹⁾	Total
	US\$	US\$	US\$	US\$
Net revenues				
Live streaming	371,777	22,659	-	394,436
Advertising	128,113	17,317	-	145,430
Others	1,526	40,813	(289)	42,050
Total net revenues	501,416	80,789	(289)	581,916
Cost of revenues ⁽²⁾	(333,272)	(43,078)	75	(376,275)
Gross profit	168,144	37,711	(214)	205,641
Operating expenses⁽²⁾				
Research and development expenses	(38,229)	(23,486)	177	(61,538)
Sales and marketing expenses	(55,330)	(26,106)	21	(81,415)
General and administrative expenses	(19,058)	(25,825)	16	(44,867)
Total operating expenses	(112,617)	(75,417)	214	(187,820)
Other income	321	123	-	444
Operating income (loss)	55,848	(37,583)	-	18,265
Interest expenses	(644)	(21)	503	(162)
Interest income and investment income	13,641	27,735	(503)	40,873
Foreign currency exchange losses, net	(8,061)	(110)	-	(8,171)
Loss on fair value change of investments	(1,152)	(8,968)	-	(10,120)
Income (loss) before income tax (expenses) benefits	59,632	(18,947)	-	40,685
Income tax (expenses) benefits	(3,572)	2,204	-	(1,368)
Income (loss) before share of income in equity method investments, net of income taxes	56,060	(16,743)	-	39,317
Share of income in equity method investments, net of income taxes	-	11,868	-	11,868
Net income (loss) from continuing operations	56,060	(4,875)	-	51,185

(1) The elimination mainly consists of revenues and expenses generated from services among BIGO and All other segments, and interest income and interest expenses generated from the loan between BIGO and All other segments.

(2) Share-based compensation was allocated in cost of revenues and operating expenses as follows:

	Three Months Ended		
	December 31, 2025		
	BIGO	All other	Total
	US\$	US\$	US\$
Cost of revenues	842	357	1,199
Research and development expenses	2,156	1,075	3,231
Sales and marketing expenses	459	114	573
General and administrative expenses	214	3,821	4,035

JOYY INC.
UNAUDITED RECONCILIATION OF GAAP AND NON-GAAP RESULTS OF UNAUDITED SEGMENT REPORT
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended		
	December 31, 2025		
	BIGO	All other	Total
	US\$	US\$	US\$
Operating income (loss)	55,848	(37,583)	18,265
Share-based compensation expenses	3,671	5,367	9,038
Amortization of intangible assets from business acquisitions	8,950	4,590	13,540
Non-GAAP operating income (loss)	68,469	(27,626)	40,843
Depreciation and other amortization	4,772	5,002	9,774
Non-GAAP EBITDA	73,241	(22,624)	50,617
Net income (loss) from continuing operations	56,060	(4,875)	51,185
Share-based compensation expenses	3,671	5,367	9,038
Amortization of intangible assets from business acquisitions	8,950	4,590	13,540
Loss on fair value change of investments	1,152	8,968	10,120
Income tax effects on non-GAAP adjustments	(974)	(1,576)	(2,550)
Reconciling items on the share of equity method investments	-	(13,483)	(13,483)
Non-GAAP net income (loss) from continuing operations	68,859	(1,009)	67,850

JOYY INC.
UNAUDITED SEGMENT REPORT
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended			
	September 30, 2025			
	BIGO	All other	Elimination⁽¹⁾	Total
	US\$	US\$	US\$	US\$
Net revenues				
Live streaming	367,744	20,730	-	388,474
Advertising	103,942	8,574	-	112,516
Others	749	38,785	(303)	39,231
Total net revenues	472,435	68,089	(303)	540,221
Cost of revenues ⁽²⁾	(308,107)	(39,051)	68	(347,090)
Gross profit	164,328	29,038	(235)	193,131
Operating expenses⁽²⁾				
Research and development expenses	(40,950)	(22,331)	187	(63,094)
Sales and marketing expenses	(51,832)	(20,263)	23	(72,072)
General and administrative expenses	(18,385)	(20,690)	25	(39,050)
Total operating expenses	(111,167)	(63,284)	235	(174,216)
Other income	270	367	-	637
Operating income (loss)	53,431	(33,879)	-	19,552
Interest expenses	(826)	(22)	751	(97)
Interest income and investment income	14,305	27,994	(751)	41,548
Foreign currency exchange losses, net	(6,085)	(285)	-	(6,370)
Gain on fair value change of investments	91	4,011	-	4,102
Income (loss) before income tax (expenses) benefits	60,916	(2,181)	-	58,735
Income tax (expenses) benefits	(5,626)	1,842	-	(3,784)
Income (loss) before share of income in equity method investments, net of income taxes	55,290	(339)	-	54,951
Share of income in equity method investments, net of income taxes	-	4,236	-	4,236
Net income from continuing operations	55,290	3,897	-	59,187

(1) The elimination mainly consists of revenues and expenses generated from services among BIGO and All other segments, and interest income and interest expenses generated from the loan between BIGO and All other segments.

(2) Share-based compensation was allocated in cost of revenues and operating expenses as follows:

	Three Months Ended		
	September 30, 2025		
	BIGO	All other	Total
	US\$	US\$	US\$
Cost of revenues	1,230	186	1,416
Research and development expenses	1,903	541	2,444
Sales and marketing expenses	259	67	326
General and administrative expenses	390	2,982	3,372

JOYY INC.
UNAUDITED RECONCILIATION OF GAAP AND NON-GAAP RESULTS OF UNAUDITED SEGMENT REPORT
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended		
	September 30, 2025		
	BIGO	All other	Total
	US\$	US\$	US\$
Operating income (loss)	53,431	(33,879)	19,552
Share-based compensation expenses	3,782	3,776	7,558
Amortization of intangible assets from business acquisitions	8,950	4,590	13,540
Non-GAAP operating income (loss)	66,163	(25,513)	40,650
Depreciation and other amortization	4,574	5,331	9,905
Non-GAAP EBITDA	70,737	(20,182)	50,555
Net income from continuing operations	55,290	3,897	59,187
Share-based compensation expenses	3,782	3,776	7,558
Amortization of intangible assets from business acquisitions	8,950	4,590	13,540
Gain on fair value change of investments	(91)	(4,011)	(4,102)
Income tax effects on non-GAAP adjustments	(763)	(1,167)	(1,930)
Reconciling items on the share of equity method investments	-	(4,111)	(4,111)
Non-GAAP net income from continuing operations	67,168	2,974	70,142

JOYY INC.
UNAUDITED SEGMENT REPORT
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended			
	December 31, 2024			
	BIGO	All other	Elimination⁽¹⁾	Total
	US\$	US\$	US\$	US\$
Net revenues				
Live streaming	400,281	22,137	-	422,418
Advertising	79,308	10,262	-	89,570
Others	385	37,476	(403)	37,458
Total net revenues	479,974	69,875	(403)	549,446
Cost of revenues ⁽²⁾	(304,926)	(40,822)	85	(345,663)
Gross profit	175,048	29,053	(318)	203,783
Operating expenses⁽²⁾				
Research and development expenses	(43,641)	(24,072)	228	(67,485)
Sales and marketing expenses	(44,990)	(22,076)	26	(67,040)
General and administrative expenses	(17,025)	(27,054)	64	(44,015)
Goodwill impairment	-	(454,935)	-	(454,935)
Total operating expenses	(105,656)	(528,137)	318	(633,475)
Other income	398	1,441	-	1,839
Operating income (loss)	69,790	(497,643)	-	(427,853)
Interest expenses	(1,153)	(41)	882	(312)
Interest income and investment income	11,905	27,837	(882)	38,860
Foreign currency exchange gains (losses), net	10,359	(746)	-	9,613
(Loss) gain on fair value change of investments	(4,156)	1,145	-	(3,011)
Income (loss) before income tax (expenses) benefits	86,745	(469,448)	-	(382,703)
Income tax (expenses) benefits	(2,926)	2,885	-	(41)
Income (loss) before share of loss in equity method investments, net of income taxes	83,819	(466,563)	-	(382,744)
Share of loss in equity method investments, net of income taxes	-	(3,793)	-	(3,793)
Net income (loss) from continuing operations	83,819	(470,356)	-	(386,537)

- (1) The elimination mainly consists of revenues and expenses generated from services among BIGO and All other segments, and interest income and interest expenses generated from the loan between BIGO and All other segments.
- (2) Share-based compensation was allocated in cost of revenues and operating expenses as follows:

	Three Months Ended		
	December 31, 2024		
	BIGO	All other	Total
	US\$	US\$	US\$
Cost of revenues	140	155	295
Research and development expenses	1,639	1,135	2,774
Sales and marketing expenses	39	144	183
General and administrative expenses	463	2,091	2,554

JOYY INC.
UNAUDITED RECONCILIATION OF GAAP AND NON-GAAP RESULTS OF UNAUDITED SEGMENT REPORT
(All amounts in thousands, except share, ADS and per ADS data)

	Three Months Ended		
	December 31, 2024		
	BIGO	All other	Total
	US\$	US\$	US\$
Operating income (loss)	69,790	(497,643)	(427,853)
Share-based compensation expenses	2,281	3,525	5,806
Amortization of intangible assets from business acquisitions	8,950	4,590	13,540
Goodwill impairment	-	454,935	454,935
Non-GAAP operating income (loss)	81,021	(34,593)	46,428
Depreciation and other amortization	3,881	5,415	9,296
Non-GAAP EBITDA	84,902	(29,178)	55,724
Net income (loss) from continuing operations	83,819	(470,356)	(386,537)
Share-based compensation expenses	2,281	3,525	5,806
Amortization of intangible assets from business acquisitions	8,950	4,590	13,540
Goodwill impairment	-	454,935	454,935
Loss (gain) on fair value change of investments	4,156	(1,145)	3,011
Income tax effects on non-GAAP adjustments	(778)	351	(427)
Reconciling items on the share of equity method investments	-	3,802	3,802
Non-GAAP net income (loss) from continuing operations	98,428	(4,298)	94,130

JOYY INC.

SECOND AMENDED AND RESTATED 2011 SHARE INCENTIVE PLAN

ARTICLE 1

PURPOSE

The purpose of the JOYY Inc. Second Amended and Restated 2011 Share Incentive Plan (the “Plan”) is to promote the success and enhance the value of JOYY Inc., a company formed under the laws of the Cayman Islands (the “Company”), by linking the personal interests of the members of the Board, Employees, and Consultants to those of the Company’s shareholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to the Company’s shareholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of members of the Board, Employees, and Consultants upon whose judgment, interest, and special effort the successful conduct of the Company’s operation is largely dependent. The Plan amends and restates the previously adopted 2011 Share Incentive Plan of the Company, as amended in October 2012 and further amended and restated in September 2021 (the “2011 Share Incentive Plan”), in its entirety and assumes all awards granted under the 2011 Share Incentive Plan.

ARTICLE 2

DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

- 2.1 “Applicable Laws” means the legal requirements relating to the Plan and the Awards under applicable provisions of the corporate, securities, tax and other laws, rules, regulations and government orders, and the rules of any applicable stock exchange or national market system, of any jurisdiction applicable to Awards granted to residents therein.
 - 2.2 “Award” means an Option, Restricted Share or Restricted Share Unit award granted to a Participant pursuant to the Plan.
 - 2.3 “Award Agreement” means any written agreement, contract, or other instrument or document evidencing an Award, including through electronic medium.
 - 2.4 “Board” means the Board of Directors of the Company.
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2.5 “Cause” with respect to a Participant means (unless otherwise expressly provided in the applicable Award Agreement, or another applicable contract with the Participant that defines such term for purposes of determining the effect that a “for cause” termination has on the Participant’s Awards) a termination of employment or service based upon a finding by the Service Recipient, acting in good faith and based on its reasonable belief at the time, that the Participant:

(a) has been negligent in the discharge of his or her duties to the Service Recipient, has refused to perform stated or assigned duties or is incompetent in or (other than by reason of a disability or analogous condition) incapable of performing those duties;

(b) has been dishonest or committed or engaged in an act of theft, embezzlement or fraud, a breach of confidentiality, an unauthorized disclosure or use of inside information, customer lists, trade secrets or other confidential information;

(c) has breached a fiduciary duty, or willfully and materially violated any other duty, law, rule, regulation or policy of the Service Recipient; or has been convicted of, or plead guilty or nolo contendere to, a felony or misdemeanor (other than minor traffic violations or similar offenses);

(d) has materially breached any of the provisions of any agreement with the Service Recipient;

(e) has engaged in unfair competition with, or otherwise acted intentionally in a manner injurious to the reputation, business or assets of, the Service Recipient; or

(f) has improperly induced a vendor or customer to break or terminate any contract with the Service Recipient or induced a principal for whom the Service Recipient acts as agent to terminate such agency relationship.

A termination for Cause shall be deemed to occur (subject to reinstatement upon a contrary final determination by the Committee) on the date on which the Service Recipient first delivers written notice to the Participant of a finding of termination for Cause.

2.6 “Code” means the Internal Revenue Code of 1986 of the United States, as amended.

2.7 “Committee” means the Board or a committee of the Board described in Article 10.

2.8 “Consultant” means any consultant or adviser if: (a) the consultant or adviser renders bona fide services to a Service Recipient; (b) the services rendered by the consultant or adviser are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities; and (c) the consultant or adviser is a natural person who has contracted directly or indirectly via a consulting service company with the Service Recipient to render such services.

2.9 “Corporate Transaction”, unless otherwise defined in an Award Agreement, means any of the following transactions, provided, however, that the Committee shall determine under (d) and (e) whether multiple transactions are related, and its determination shall be final, binding and conclusive:

(a) an amalgamation, arrangement or consolidation or scheme of arrangement (i) in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the jurisdiction in which the Company is incorporated or (ii) following which the holders of the voting securities of the Company do not continue to hold more than 50% of the combined voting power of the voting securities of the surviving entity;

(b) the sale, transfer or other disposition of all or substantially all of the assets of the Company;

(c) the complete liquidation or dissolution of the Company;

(d) any reverse takeover or series of related transactions culminating in a reverse takeover (including, but not limited to, a tender offer followed by a reverse takeover) in which the Company is the surviving entity but (A) the Company's equity securities outstanding immediately prior to such takeover are converted or exchanged by virtue of the takeover into other property, whether in the form of securities, cash or otherwise, or (B) in which securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such takeover or the initial transaction culminating in such takeover, but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction; or

(e) acquisition in a single or series of related transactions by any person or related group of persons (other than the Company or by a Company-sponsored employee benefit plan) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities but excluding any such transaction or series of related transactions that the Committee determines shall not be a Corporate Transaction.

2.10 "Disability", unless otherwise defined in an Award Agreement, means that the Participant qualifies to receive long-term disability payments under the Service Recipient's long-term disability insurance program, as it may be amended from time to time, to which the Participant provides services regardless of whether the Participant is covered by such policy. If the Service Recipient to which the Participant provides service does not have a long-term disability plan in place, "Disability" means that a Participant is unable to carry out the responsibilities and functions of the position held by the Participant by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. A Participant will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion.

2.11 "Effective Date" shall have the meaning set forth in Section 11.1.

2.12 "Employee" means any person, including an officer or a member of the Board of the Company or any Parent or Subsidiary of the Company, who is in the employment of a Service Recipient, subject to the control and direction of the Service Recipient as to both the work to be performed and the manner and method of performance. The payment of a director's fee by a Service Recipient shall not be sufficient to constitute "employment" by the Service Recipient.

2.13 “Exchange Act” means the Securities Exchange Act of 1934 of the United States, as amended.

2.14 “Fair Market Value” means, as of any date, the value of Shares determined as follows:

(a) If the Shares are listed on one or more established stock exchanges or national market systems, including without limitation, The New York Stock Exchange and The Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such shares (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Shares are listed (as determined by the Committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable;

(b) If the Shares are regularly quoted on an automated quotation system (including the OTC Bulletin Board) or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such shares as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Shares on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(c) In the absence of an established market for the Shares of the type described in (a) and (b), above, the Fair Market Value thereof shall be determined by the Committee in good faith and in its discretion by reference to (i) the placing price of the latest private placement of the Shares and the development of the Company’s business operations and the general economic and market conditions since such latest private placement, (ii) other third party transactions involving the Shares and the development of the Company’s business operation and the general economic and market conditions since such sale, (iii) an independent valuation of the Shares, or (iv) such other methodologies or information as the Committee determines to be indicative of Fair Market Value and relevant.

2.15 “Incentive Share Option” means an Option that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.16 “Independent Director” means (i) before the Shares or other securities representing the Shares are listed on a stock exchange, a member of the Board who is a Non-Employee Director; and (ii) after the Shares or other securities representing the Shares are listed on a stock exchange, a member of the Board who meets the independence standards under the applicable corporate governance rules of the stock exchange.

2.17 “Non-Employee Director” means a member of the Board who qualifies as a “Non-Employee Director” as defined in Rule 16b-3(b)(3) of the Exchange Act, or any successor definition adopted by the Board.

- 2.18 “Non-Qualified Share Option” means an Option that is not intended to be an Incentive Share Option.
- 2.19 “Option” means a right granted to a Participant pursuant to Article 5 of the Plan to purchase a specified number of Shares at a specified price during specified time periods. An Option may be either an Incentive Share Option or a Non-Qualified Share Option.
- 2.20 “Participant” means a person who, as a member of the Board, Consultant, Employee or a Service Provider (including their respective Permitted Vehicles), has been granted an Award pursuant to the Plan.
- 2.21 “Parent” means a parent corporation under Section 424(e) of the Code.
- 2.22 “Permitted Vehicle” means, with respect to a natural person, any trust, partnership, limited liability company, corporation or other entity that is beneficially owned by, or that is formed and maintained for the benefit of, such person and/or one or more members of such person’s family.
- 2.23 “Plan” means this JOYY Inc. Second Amended and Restated 2011 Share Incentive Plan, as it may be further amended and/or restated from time to time.
- 2.24 “Related Entity” means any business, corporation, partnership, limited liability company or other entity in which the Company, a Parent or Subsidiary of the Company holds a substantial ownership interest, directly or indirectly, but which is not a Subsidiary and which the Board designates as a Related Entity for purposes of the Plan.
- 2.25 “Restricted Share” means a Share awarded to a Participant pursuant to Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture.
- 2.26 “Restricted Share Unit” means the right granted to a Participant pursuant to Article 7 to receive a Share at a future date.
- 2.27 “Securities Act” means the Securities Act of 1933 of the United States, as amended.
- 2.28 “Service Provider” means any service provider expressly determined and approved by the Committee if: (a) such service provider renders bona fide services, including but not limited to marketing, technical support and labor services, to a Service Recipient; (b) the services rendered by such service provider are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company’s securities; and (c) the service provider is a natural person.
- 2.29 “Service Recipient” means the Company, any Parent or Subsidiary of the Company and any Related Entity to which a Participant provides services as an Employee, a Consultant, a Director or a Service Provider.
- 2.30 “Share” means any class of Common Shares of the Company, and such other securities of the Company that may be substituted for Shares pursuant to Article 9.
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2.31 “Subsidiary” means any corporation or other entity of which a majority of the outstanding voting shares or voting power is beneficially owned directly or indirectly by the Company.

2.32 “Trading Date” means the closing of the first sale to the general public of the Shares pursuant to a registration statement filed with and declared effective by the U.S. Securities and Exchange Commission under the Securities Act.

ARTICLE 3

SHARES SUBJECT TO THE PLAN

3.1 Number of Shares.

(a) Subject to the provisions of Article 9 and Section 3.1(b), the maximum aggregate number of Shares which may be issued pursuant to all Awards (including Incentive Share Options) shall be 231,950,949, plus an annual increase of 20,000,000 Shares on the first day of each fiscal year, beginning in 2027, or such lesser number of Class A Common Shares as determined by the board of directors of the Company.

(b) To the extent that an Award terminates, expires, or lapses for any reason, any Shares subject to the Award shall again be available for the grant of an Award pursuant to the Plan. To the extent permitted by Applicable Laws, Shares issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any Parent or Subsidiary of the Company shall not be counted against Shares available for grant pursuant to the Plan. Shares delivered by the Participant or withheld by the Company upon the exercise of any Award under the Plan, in payment of the exercise price thereof or tax withholding thereon, may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). If any Restricted Shares are forfeited by the Participant or repurchased by the Company, such Shares may again be optioned, granted or awarded hereunder, subject to the limitations of Section 3.1(a). Notwithstanding the provisions of this Section 3.1(b), no Shares may again be optioned, granted or awarded if such action would cause an Incentive Share Option to fail to qualify as an Incentive Share Option under Section 422 of the Code.

3.2 Shares Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury shares (subject to Applicable Laws) or Shares purchased on the open market. Additionally, in the discretion of the Committee, American Depository Shares in an amount equal to the number of Shares which otherwise would be distributed pursuant to an Award may be distributed in lieu of Shares in settlement of any Award. If the number of Shares represented by an American Depository Share is other than on a one-to-one basis, the limitations of Section 3.1 shall be adjusted to reflect the distribution of American Depository Shares in lieu of Shares.

ARTICLE 4

ELIGIBILITY AND PARTICIPATION

4.1 Eligibility. Persons eligible to participate in this Plan include Employees, Consultants, Service Providers and all members of the Board (and their respective Permitted Vehicles), as determined by the Committee.

4.2 Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from among all eligible persons, those to whom Awards shall be granted and shall determine the nature and amount of each Award. No person shall have any right to be granted an Award pursuant to this Plan.

4.3 Jurisdictions. In order to assure the viability of Awards granted to Participants employed in various jurisdictions, the Committee may provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy, or custom applicable in the jurisdiction in which the Participant resides or is employed. Moreover, the Committee may approve such supplements to, or amendments, restatements, or alternative versions of, the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purpose; *provided, however*, that no such supplements, amendments, restatements, or alternative versions shall increase the share limitations contained in Section 3.1 of the Plan. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any Applicable Laws.

ARTICLE 5

OPTIONS

5.1 General. The Committee is authorized to grant Options to Participants on the following terms and conditions:

(a) Exercise Price. The exercise price per Share subject to an Option shall be determined by the Committee and set forth in the Award Agreement which may be a fixed or variable price related to the Fair Market Value of the Shares. The exercise price per Share subject to an Option may be amended or adjusted in the absolute discretion of the Committee, the determination of which shall be final, binding and conclusive. For the avoidance of doubt, to the extent not prohibited by Applicable Laws or any exchange rule, a downward adjustment of the exercise prices of Options mentioned in the preceding sentence shall be effective without the approval of the Company's shareholders or the approval of the affected Participants.

(b) Time and Conditions of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part, including exercise prior to vesting; provided that the term of any Option granted under the Plan shall not exceed ten years, except as provided in Section 12.1. The Committee shall also determine any conditions, if any, that must be satisfied before all or part of an Option may be exercised.

(c) Payment. The Committee shall determine the methods by which the exercise price of an Option may be paid, the form of payment, including, without limitation (i) cash or check denominated in U.S. Dollars, (ii) to the extent permissible under the Applicable Laws, cash or check in Chinese Renminbi, (iii) cash or check denominated in any other local currency as approved by the Committee, (iv) Shares held for such period of time as may be required by the Committee in order to avoid adverse financial accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof, (v) after the Trading Date the delivery of a notice that the Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; provided that payment of such proceeds is then made to the Company upon settlement of such sale, (vi) other property acceptable to the Committee with a Fair Market Value equal to the exercise price, or (vii) any combination of the foregoing. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a member of the Board or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to pay the exercise price of an Option in any method which would violate Section 13(k) of the Exchange Act.

(d) Evidence of Grant. All Options shall be evidenced by an Award Agreement between the Company and the Participant. The Award Agreement shall include such additional provisions as may be specified by the Committee.

(e) Effects of Termination of Employment or Service on Options. Termination of employment or service shall have the following effects on Options granted to the Participants:

(i) Dismissal for Cause. Unless otherwise provided in the Award Agreement, if a Participant’s employment by or service to the Service Recipient is terminated by the Service Recipient for Cause, the Participant’s Options will terminate upon such termination, whether or not the Option is then vested and/or exercisable;

(ii) Death or Disability. Unless otherwise provided in the Award Agreement, if a Participant’s employment by or service to the Service Recipient terminates as a result of the Participant’s death or Disability:

(a) the Participant (or his or her legal representative or beneficiary, in the case of the Participant’s Disability or death, respectively), will have until the date that is 12 months after the Participant’s termination of Employment to exercise the Participant’s Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Participant’s termination of Employment on account of death or Disability;

(b) the Options, to the extent not vested and exercisable on the date of the Participant’s termination of Employment or service, shall terminate upon the Participant’s termination of Employment or service on account of death or Disability; and

(c) the Options, to the extent exercisable for the 12-month period following the Participant's termination of Employment or service and not exercised during such period, shall terminate at the close of business on the last day of the 12-month period.

(iii) Other Terminations of Employment or Service. Unless otherwise provided in the Award Agreement, if a Participant's employment by or service to the Service Recipient terminates for any reason other than a termination by the Service Recipient for Cause or because of the Participant's death or Disability:

(a) the Participant will have until the date that is 90 days after the Participant's termination of Employment or service to exercise his or her Options (or portion thereof) to the extent that such Options were vested and exercisable on the date of the Participant's termination of Employment or service;

(b) the Options, to the extent not vested and exercisable on the date of the Participant's termination of Employment or service, shall terminate upon the Participant's termination of Employment or service; and

(c) the Options, to the extent exercisable for the 90-day period following the Participant's termination of Employment or service and not exercised during such period, shall terminate at the close of business on the last day of the 90-day period.

5.2 Incentive Share Options. Incentive Share Options may be granted to Employees of the Company, a Parent or Subsidiary of the Company. Incentive Share Options may not be granted to Employees of a Related Entity or to Independent Directors or Consultants. The terms of any Incentive Share Options granted pursuant to the Plan, in addition to the requirements of Section 5.1, must comply with the following additional provisions of this Section 5.2:

(a) Individual Dollar Limitation. The aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Share Options are first exercisable by a Participant in any calendar year may not exceed \$100,000 or such other limitation as imposed by Section 422(d) of the Code, or any successor provision. To the extent that Incentive Share Options are first exercisable by a Participant in excess of such limitation, the excess shall be considered Non-Qualified Share Options.

(b) Exercise Price. The exercise price of an Incentive Share Option shall be equal to the Fair Market Value on the date of grant. However, the exercise price of any Incentive Share Option granted to any individual who, at the date of grant, owns Shares possessing more than ten percent of the total combined voting power of all classes of shares of the Company may not be less than 110% of Fair Market Value on the date of grant and such Option may not be exercisable for more than five years from the date of grant.

(c) Transfer Restriction. The Participant shall give the Company prompt notice of any disposition of Shares acquired by exercise of an Incentive Share Option within (i) two years from the date of grant of such Incentive Share Option or (ii) one year after the transfer of such Shares to the Participant.

(d) Expiration of Incentive Share Options. No Award of an Incentive Share Option may be made pursuant to this Plan after the tenth anniversary of the Effective Date.

(e) Right to Exercise. During a Participant's lifetime, an Incentive Share Option may be exercised only by the Participant.

ARTICLE 6

RESTRICTED SHARES

6.1 Grant of Restricted Shares. The Committee, at any time and from time to time, may grant Restricted Shares to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Shares to be granted to each Participant.

6.2 Restricted Shares Award Agreement. Each Award of Restricted Shares shall be evidenced by an Award Agreement that shall specify the period of restriction, the number of Restricted Shares granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine. Unless the Committee determines otherwise, Restricted Shares shall be held by the Company as escrow agent until the restrictions on such Restricted Shares have lapsed.

6.3 Issuance and Restrictions. Restricted Shares shall be subject to such restrictions on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends on the Restricted Share). These restrictions may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

6.4 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Shares will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Shares.

6.5 Certificates for Restricted Shares. Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates must bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

6.6 Removal of Restrictions. Except as otherwise provided in this Article 6, Restricted Shares granted under the Plan shall be released from escrow as soon as practicable after the last day of the period of restriction. The Committee, in its discretion, may accelerate the time at which any restrictions shall lapse or be removed. After the restrictions have lapsed, the Participant shall be entitled to have any legend or legends under Section 6.5 removed from his or her Share certificate, and the Shares shall be freely transferable by the Participant, subject to applicable legal restrictions. The Committee (in its discretion) may establish procedures regarding the release of Shares from escrow and the removal of legends, as necessary or appropriate to minimize administrative burdens on the Company.

ARTICLE 7

RESTRICTED SHARE UNITS

7.1 Grant of Restricted Share Units. The Committee, at any time and from time to time, may grant Restricted Share Units to Participants as the Committee, in its sole discretion, shall determine. The Committee, in its sole discretion, shall determine the number of Restricted Share Units to be granted to each Participant.

7.2 Restricted Share Units Award Agreement. Each Award of Restricted Share Units shall be evidenced by an Award Agreement that shall specify any vesting conditions, the number of Restricted Share Units granted, and such other terms and conditions as the Committee, in its sole discretion, shall determine.

7.3 Performance Objectives and Other Terms. The Committee, in its discretion, may set performance objectives or other vesting criteria which, depending on the extent to which they are met, will determine the number or value of Restricted Share Units that will be paid out to the Participants.

7.4 Form and Timing of Payment of Restricted Share Units. At the time of grant, the Committee shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable. Upon vesting, the Committee, in its sole discretion, may pay Restricted Share Units in the form of cash, in Shares or in a combination thereof.

7.5 Forfeiture/Repurchase. Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of employment or service during the applicable restriction period, Restricted Share Units that are at that time unvested shall be forfeited or repurchased in accordance with the Award Agreement; *provided, however*, the Committee may (a) provide in any Restricted Share Unit Award Agreement that restrictions or forfeiture and repurchase conditions relating to Restricted Share Units will be waived in whole or in part in the event of terminations resulting from specified causes, and (b) in other cases waive in whole or in part restrictions or forfeiture and repurchase conditions relating to Restricted Share Units.

ARTICLE 8

PROVISIONS APPLICABLE TO AWARDS

8.1 Award Agreement. Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award which may include the term of an Award, the provisions applicable in the event the Participant's employment or service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

8.2 No Transferability; Limited Exception to Transfer Restrictions.

8.2.1 Limits on Transfer. Unless otherwise expressly provided in (or pursuant to) this Section 8.2, by applicable law and by the Award Agreement, as the same may be amended:

- (a) all Awards are non-transferable and will not be subject in any manner to sale, transfer, anticipation, alienation, assignment, pledge, encumbrance or charge;
- (b) Awards will be exercised only by the Participant; and
- (c) amounts payable or shares issuable pursuant to an Award will be delivered only to (or for the account of), and, in the case of Shares, registered in the name of, the Participant.

In addition, the shares shall be subject to the restrictions set forth in the applicable Award Agreement.

8.2.2 Further Exceptions to Limits on Transfer. The exercise and transfer restrictions in Section 8.2.1 will not apply to:

- (a) transfers to the Company or a Subsidiary;
 - (b) transfers by gift to “immediate family” as that term is defined in SEC Rule 16a-1(e) promulgated under the Exchange Act;
 - (c) the designation of a beneficiary to receive benefits if the Participant dies or, if the Participant has died, transfers to or exercises by the Participant’s beneficiary, or, in the absence of a validly designated beneficiary, transfers by will or the laws of descent and distribution; or
 - (d) if the Participant has suffered a disability, permitted transfers or exercises on behalf of the Participant by the Participant’s duly authorized legal representative; or
 - (e) subject to the prior approval of the Committee or an executive officer or director of the Company authorized by the Committee, transfer to one or more natural persons who are the Participant’s family members or entities owned and controlled by the Participant and/or the Participant’s family members, including but not limited to trusts or other entities whose beneficiaries or beneficial owners are the Participant and/or the Participant’s family members, or to such other persons or entities as may be expressly approved by the Committee, pursuant to such conditions and procedures as the Committee or may establish. Any permitted transfer shall be subject to the condition that the Committee receives evidence satisfactory to it that the transfer is being made for estate and/or tax planning purposes and on a basis consistent with the Company’s lawful issue of securities.
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Notwithstanding anything else in this Section 8.2.2 to the contrary, but subject to compliance with all applicable laws, Incentive Share Options, Restricted Shares and Restricted Share Units will be subject to any and all transfer restrictions under the Code applicable to such Awards or necessary to maintain the intended tax consequences of such Awards. Notwithstanding clause (b) above but subject to compliance with all applicable laws, any contemplated transfer by gift to “immediate family” as referenced in clause (b) above is subject to the condition precedent that the transfer be approved by the Administrator in order for it to be effective.

8.3 **Beneficiaries.** Notwithstanding Section 8.2, a Participant may, in the manner determined by the Committee, designate a beneficiary to exercise the rights of the Participant and to receive any distribution with respect to any Award upon the Participant’s death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Committee. If the Participant is married and resides in a community property state, a designation of a person other than the Participant’s spouse as his or her beneficiary with respect to more than 50% of the Participant’s interest in the Award shall not be effective without the prior written consent of the Participant’s spouse. If no beneficiary has been designated or survives the Participant, payment shall be made to the person entitled thereto pursuant to the Participant’s will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time provided the change or revocation is filed with the Committee.

8.4 **Share Certificates.** Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates evidencing the Shares pursuant to the exercise of any Award, unless and until the Committee has determined, with advice of counsel, that the issuance and delivery of such certificates is in compliance with all Applicable Laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the Shares are listed or traded. All Share certificates delivered pursuant to the Plan are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply all Applicable Laws, and the rules of any national securities exchange or automated quotation system on which the Shares are listed, quoted, or traded. The Committee may place legends on any Share certificate to reference restrictions applicable to the Shares. In addition to the terms and conditions provided herein, the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Committee.

8.5 **Paperless Administration.** Subject to Applicable Laws, the Committee may make Awards, provide applicable disclosure and procedures for exercise of Awards by an internet website or interactive voice response system for the paperless administration of Awards.

8.6 **Foreign Currency.** A Participant may be required to provide evidence that any currency used to pay the exercise price of any Award were acquired and taken out of the jurisdiction in which the Participant resides in accordance with Applicable Laws, including foreign exchange control laws and regulations. In the event the exercise price for an Award is paid in Chinese Renminbi or other foreign currency, as permitted by the Committee, the amount payable will be determined by conversion from U.S. dollars at the official rate promulgated by the People’s Bank of China for Chinese Renminbi, or for jurisdictions other than the Peoples Republic of China, the exchange rate as selected by the Committee on the date of exercise.

ARTICLE 9

CHANGES IN CAPITAL STRUCTURE

9.1 Adjustments. In the event of any dividend, share split, combination or exchange of Shares, amalgamation, arrangement or consolidation, spin-off, recapitalization or other distribution (other than normal cash dividends) of Company assets to its shareholders, or any other change affecting the shares of Shares or the share price of a Share, the Committee shall make such proportionate adjustments, if any, as the Committee in its discretion may deem appropriate to reflect such change with respect to (a) the aggregate number and type of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1); (b) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (c) the grant or exercise price per share for any outstanding Awards under the Plan.

9.2 Corporate Transactions. Except as may otherwise be provided in any Award Agreement or any other written agreement entered into by and between the Company and a Participant, if the Committee anticipates the occurrence, or upon the occurrence, of a Corporate Transaction, the Committee may, in its sole discretion, provide for (i) any and all Awards outstanding hereunder to terminate at a specific time in the future and shall give each Participant the right to exercise the vested portion of such Awards during a period of time as the Committee shall determine, or (ii) the purchase of any Award for an amount of cash equal to the amount that could have been attained upon the exercise of such Award (and, for the avoidance of doubt, if as of such date the Committee determines in good faith that no amount would have been attained upon the exercise of such Award, then such Award may be terminated by the Company without payment), or (iii) the replacement of such Award with other rights or property selected by the Committee in its sole discretion or the assumption of or substitution of such Award by the successor or surviving corporation, or a Parent or Subsidiary thereof, with appropriate adjustments as to the number and kind of Shares and prices, or (iv) payment of Award in cash based on the value of Shares on the date of the Corporate Transaction plus reasonable interest on the Award through the date when such Award would otherwise be vested or have been paid in accordance with its original terms, if necessary to comply with Section 409A of the Code.

9.3 Outstanding Awards – Other Changes. In the event of any other change in the capitalization of the Company or corporate change other than those specifically referred to in this Article 9, the Committee may, in its absolute discretion, make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in the per share grant or exercise price of each Award as the Committee may consider appropriate to prevent dilution or enlargement of rights.

9.4 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of Shares of any class, the payment of any dividend, any increase or decrease in the number of shares of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Committee under the Plan, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares subject to an Award or the grant or exercise price of any Award.

ARTICLE 10

ADMINISTRATION

10.1 Committee. The Plan shall be administered by the Board or a committee of one or more members of the Board to whom the Board shall delegate the authority to grant or amend Awards to Participants other than any of the Committee members. Any grant or amendment of Awards to any Committee member shall then require the approval of a majority of the Board members who are not on the Committee.

10.2 Action by the Committee. A quorum is only formed when all of the members of the Committee are present. The acts of a majority of the members of the Committee present at any meeting at which a quorum is present, and acts approved in writing by a majority of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

10.3 Authority of the Committee. Subject to any specific designation in the Plan, the Committee has the exclusive power, authority and discretion to:

- (a) designate Participants to receive Awards;
 - (b) determine the type or types of Awards to be granted to each Participant;
 - (c) determine the number of Awards to be granted and the number of Shares to which an Award will relate;
 - (d) determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, or purchase price, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;
 - (e) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in, cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
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- (f) prescribe the form of each Award Agreement, which need not be identical for each Participant;
- (g) decide all other matters that must be determined in connection with an Award;
- (h) establish, adopt, or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;
- (i) interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement; and
- (j) make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

10.4 **Decisions Binding.** The Committee's interpretation of the Plan, any Awards granted pursuant to the Plan, any Award Agreement and all decisions and determinations by the Committee with respect to the Plan are final, binding, and conclusive on all parties.

ARTICLE 11

EFFECTIVE AND EXPIRATION DATE

11.1 **Effective Date.** This Plan shall become effective on the date of its adoption by the Board or as otherwise specified by the Board when adopting the Plan (the "Effective Date").

11.2 **Replacement of Original Plan.** The Plan shall replace the 2011 Share Incentive Plan in its entirety. The Awards granted and outstanding under the 2011 Share Incentive Plan and the evidencing original Award Agreements shall remain effective and binding under the Plan, subject to any amendment and modification to the original Award Agreements that the Committee, in its sole discretion, shall determine.

11.3 **Expiration Date.** The Plan will expire on, and no Award may be granted pursuant to the Plan after, the tenth anniversary of the Effective Date. Any Awards that are outstanding on the tenth anniversary of the Effective Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

ARTICLE 12

AMENDMENT, MODIFICATION, AND TERMINATION

12.1 **Amendment, Modification, And Termination.** With the approval of the Board, at any time and from time to time, the Committee may terminate, amend or modify the Plan; *provided, however,* that (a) to the extent necessary and desirable to comply with Applicable Laws, the Company shall obtain shareholder approval of any Plan amendment in such a manner and to such a degree as required, unless the Company decides to follow home country practice, and (b) unless the Company decides to follow home country practice, shareholder approval is required for any amendment to the Plan that (i) increases the number of Shares available under the Plan (other than any adjustment as provided by Article 9), (ii) permits the Committee to extend the term of the Plan or the exercise period for an Option beyond ten years from the date of grant, or (iii) results in a material increase in benefits or a change in eligibility requirements.

12.2 Awards Previously Granted. Except with respect to amendments made pursuant to Section 12.1, no termination, amendment, or modification of the Plan shall adversely affect in any material way any Award previously granted pursuant to the Plan without the prior written consent of the Participant.

ARTICLE 13

GENERAL PROVISIONS

13.1 No Rights to Awards. No Participant, employee, or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Committee is obligated to treat Participants, employees, and other persons uniformly.

13.2 No Shareholders Rights. No Award gives the Participant any of the rights of a Shareholder of the Company unless and until Shares are in fact issued to such person in connection with such Award.

13.3 Taxes. No Shares shall be delivered under the Plan to any Participant until such Participant has made arrangements acceptable to the Committee for the satisfaction of any income and employment tax withholding obligations under Applicable Laws. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy all applicable taxes (including the Participant's payroll tax obligations) required or permitted by Applicable Laws to be withheld with respect to any taxable event concerning a Participant arising as a result of this Plan. The Committee may in its discretion and in satisfaction of the foregoing requirement allow a Participant to elect to have the Company withhold Shares otherwise issuable under an Award (or allow the return of Shares) having a Fair Market Value equal to the sums required to be withheld. Notwithstanding any other provision of the Plan, the number of Shares which may be withheld with respect to the issuance, vesting, exercise or payment of any Award (or which may be repurchased from the Participant of such Award after such Shares were acquired by the Participant from the Company) in order to satisfy any income and payroll tax liabilities applicable to the Participant with respect to the issuance, vesting, exercise or payment of the Award shall, unless specifically approved by the Committee, be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for the applicable income and payroll tax purposes that are applicable to such supplemental taxable income.

13.4 No Right to Employment or Services. Nothing in the Plan or any Award Agreement shall interfere with or limit in any way the right of the Service Recipient to terminate any Participant's employment or services at any time, nor confer upon any Participant any right to continue in the employment or services of any Service Recipient.

13.5 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

13.6 Indemnification. To the extent allowable pursuant to Applicable Laws, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; provided he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Memorandum of Association and Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

13.7 Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits pursuant to any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

13.8 Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

13.9 Titles and Headings. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

13.10 Fractional Shares. No fractional Shares shall be issued and the Committee shall determine, in its discretion, whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding up or down as appropriate.

13.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any Participant who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by the Applicable Laws, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

13.12 Government and Other Regulations. The obligation of the Company to make payment of awards in Shares or otherwise shall be subject to all Applicable Laws, and to such approvals by government agencies as may be required. The Company shall be under no obligation to register any of the Shares paid pursuant to the Plan under the Securities Act or any other similar law in any applicable jurisdiction. If the Shares paid pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act or other Applicable Laws, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption.

13.13 Governing Law. The Plan and all Award Agreements shall be construed in accordance with and governed by the laws of the Cayman Islands.

13.14 Section 409A. To the extent that the Committee determines that any Award granted under the Plan is or may become subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A of the Code and the U.S. Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulation or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Committee determines that any Award may be subject to Section 409A of the Code and related Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the Effective Date), the Committee may adopt such amendments to the Plan and the applicable Award agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and related U.S. Department of Treasury guidance.

13.15 Appendices. The Committee may approve such supplements, amendments or appendices to the Plan as it may consider necessary or appropriate for purposes of compliance with Applicable Laws or otherwise and such supplements, amendments or appendices shall be considered a part of the Plan; provided, however, that no such supplements shall increase the share limitation contained in Section 3.1 of the Plan without the approval of the Board.
