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

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

x ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2018.

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____.

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
Date of event requiring this shell company report

Commission file number: 001-35224

Xunlei Limited

(Exact name of Registrant as specified in its charter)

N/A
(Translation of Registrant's name into English)

Cayman Islands
(Jurisdiction of incorporation or organization)

20-23/F, Block B, Building No. 12
No.18 Shenzhen Bay ECO-Technology Park
Keji South Road, Yuehai Street,
Nanshan District, Shenzhen, 518057
The People's Republic of China
(Address of principal executive offices)

Naijiang (Eric) Zhou, Chief Financial Officer
Telephone: +86-755-8633-8443
Email: zhounaijiang@xunlei.com
20-23/F, Block B, Building No. 12
No.18 Shenzhen Bay ECO-Technology Park
Keji South Road, Yuehai Street,
Nanshan District, Shenzhen, 518057
The People's Republic of China
(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

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

Title of each class	Name of each exchange on which registered
American depositary shares, each representing five common shares	The NASDAQ Stock Market LLC (The NASDAQ Global Select Market)
Common shares, par value US$0.00025 per share*	The NASDAQ Stock Market LLC (The NASDAQ Global Select Market)

* Not for trading, but only in connection with the listing on The NASDAQ Global Select Market of American depositary shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act.
NONE
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.
NONE
(Title of Class)

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

336,522,780 common shares (excluding (i) 22,835,285 common shares that are (a) issued to our depositary bank for the purpose of bulk issuance and (b) repurchased by the company in 2015, 2016 and 2017, and (ii) 9,519,144 common shares issued to Leading Advice Holdings Limited, our employee share incentive platform) as of December 31, 2018.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes ☐ No ☒

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

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

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

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

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

Yes ☒ No ☐

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

US GAAP ☒ International Financial Reporting Standards as issued by the International Accounting Standards Board ☐ Other ☐

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

Item 17 ☐ Item 18 ☐

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

Yes ☐ No ☒

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

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

Yes ☐ No ☐

TABLE OF CONTENTS

INTRODUCTION		1
FORWARD-LOOKING INFORMATION		2
PART I		3
Item 1.	Identity of Directors, Senior Management and Advisers	3
Item 2.	Offer Statistics and Expected Timetable	3
Item 3.	Key Information	3
Item 4.	Information on the Company	46
Item 5.	Operating and Financial Review and Prospects	78
Item 6.	Directors, Senior Management and Employees	100
Item 7.	Major Shareholders and Related Party Transactions	108
Item 8.	Financial Information	112
Item 9.	The Offer and Listing	113
Item 10.	Additional Information	114
Item 11.	Quantitative and Qualitative Disclosures about Market Risk	119
Item 12.	Description of Securities Other than Equity Securities	120
PART II		121
Item 13.	Defaults, Dividend Arrearages and Delinquencies	121
Item 14.	Material Modifications to the Rights of Security Holders and Use of Proceeds	121
Item 15.	Controls and Procedures	121
Item 16A.	Audit Committee Financial Expert	123
Item 16C.	Principal Accountant Fees and Services	123
Item 16D.	Exemptions from the Listing Standards for Audit Committees	124
Item 16E.	Purchases of Equity Securities by the Issuer and Affiliated Purchasers	124
Item 16F.	Change in Registrant's Certifying Accountant	124
Item 16G.	Corporate Governance	124
Item 16H.	Mine Safety Disclosure	125
PART III		125
Item 17.	Financial Statements	125
Item 18.	Financial Statements	125
Item 19.	Exhibits	125

INTRODUCTION

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

- "we," "us," "our company," "our," or "Xunlei" refers to Xunlei Limited, a Cayman Islands company, its subsidiaries, its variable interest entity, or VIE, and the VIE's subsidiaries;
- "China" or "PRC" refers to the People's Republic of China, excluding, for the purpose of this annual report only, Hong Kong, Macau and Taiwan;
- "daily active user", refers to a user who accessed to Mobile Xunlei through a mobile device, on a given day;
- "digital media content" refers to videos, music, games, software and documents transmitted in digital form;
- "monthly unique visitors," in relation to our platform, refers to the number of different individual visitors who accessed Xunlei products (including websites and software) on our platform from the same computer at least once within a month; under this method, a user who accessed Xunlei products from two different computers would count as two unique visitors;
- "shares" or "common shares" refers to our common shares, par value US$0.00025 per share;
- "subscriber," refers to users who can access our premium acceleration services, including accounts temporarily suspended, but excluding sub-accounts and accounts on a trial basis.
- "ADSs" refers to our American depositary shares, each representing five common shares, and "ADRs" refers to any American depositary receipts that evidence our ADSs;
- "RMB" or "Renminbi" refers to the legal currency of China; and
- "US$," "dollars" or "U.S. dollars" refers to the legal currency of the United States.

We use U.S. dollar as reporting currency in our financial statements and in this annual report. Transactions in Renminbi are recorded at the rates of exchange prevailing when the transactions occur. Solely for the convenience of the reader, the translations of Renminbi amounts into U.S. dollars contained in this annual report were made at RMB6.8632 to US$1.00, the rate released by the State Administration of Foreign Exchange of the People's Republic of China on December 28, 2018. We make no representation that any Renminbi or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Renminbi, as the case may be, at any particular rate, the rates stated below, or at all. The PRC government imposes control over its foreign currency reserves in part through direct regulation of the conversion of Renminbi into foreign exchange and through restrictions on foreign trade.

FORWARD-LOOKING INFORMATION

This annual report on Form 20-F contains forward-looking statements that reflect our current expectations and views of future events. These statements are made under the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. You can identify these forward-looking statements by words or phrases such as "may," "could," "should," "would," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "likely to," "project," "continue," "potential," or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include, but are not limited to, statements about:

- our business strategies, including the strategies to streamline our business and continue moving toward mobile internet;
- our future business development, results of operations and financial condition;
- our ability to maintain and strengthen our market position in China;
- our ability to retain subscribers for our premium acceleration and other services;
- our ability to develop new products and services and attract, maintain and monetize user traffic;
- trends and competition in the internet industry in China;
- rules and regulations governing the internet industry in China;
- our ability to handle intellectual property rights-related matters; and
- general economic and business conditions in China.

You should not place undue reliance on these forward-looking statements and you should read these statements in conjunction other sections of this annual report, in particular the risk factors disclosed in "Item 3. Key Information—D. Risk Factors." These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements. Moreover, we operate in a rapidly evolving environment. New risks emerge from time to time and it is impossible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ from those contained in any forward-looking statement. The forward-looking statements made in this annual report relate only to events or information as of the date on which the statements are made in this annual report. We do not undertake any obligation to update or revise the forward-looking statements except as required under applicable law.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

A. Selected Financial Data

The following selected consolidated statements of operations data and the selected consolidated statements of cash flows data for the years ended December 31, 2016, 2017 and 2018 and the selected consolidated balance sheets data as of December 31, 2017 and 2018 have been derived from our audited consolidated financial statements, which are included in this annual report beginning on page F-1. The selected consolidated statements of operations data and the selected consolidated statements of cash flows data for the years ended December 31, 2014 and 2015 and the selected consolidated balance sheets data as of December 31, 2014, 2015 and 2016 have been derived from our audited consolidated financial statements not included in this annual report.

The selected consolidated statements of operations data and the selected consolidated statements of cash flows data for the years ended December 31, 2014, 2015, 2016, 2017 and 2018 and the selected consolidated balance sheets data as of December 31, 2014, 2015, 2016, 2017 and 2018 have reflected the impact of retrospective adjustments for our divestiture of Xunlei Kankan in July 2015 and web game business in January 2018. Xunlei Kankan and web game business have been classified as discontinued operations.

Our audited consolidated financial statements are prepared and presented in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. Our historical results do not necessarily indicate results expected for any future period. You should read the following selected financial data in conjunction with the consolidated financial statements and related notes and “Item 5. Operating and Financial Review and Prospects” included elsewhere in this annual report.

The following table presents our selected consolidated statements of comprehensive income/(loss) data for the years ended December 31, 2014, 2015, 2016, 2017 and 2018.

	For the Year Ended December 31,				
	2014	2015	2016	2017	2018
	(in thousands of US$, except for share, per share and per ADS data)				
Selected Consolidated Statements of Operations Data:					
Revenues, net of rebates and discounts	117,121	104,837	140,985	201,911	232,132
Business tax and surcharges	(1,535)	(316)	(779)	(1,328)	(1,528)
Net revenues	115,586	104,521	140,206	200,583	230,604
Cost of revenues	(55,737)	(59,250)	(79,928)	(117,876)	(115,667)
Gross profit	59,849	45,271	60,278	82,707	114,937
Operating expenses[(1)]					
Research and development expenses	(27,626)	(35,762)	(61,169)	(66,947)	(76,763)
Sales and marketing expenses	(12,265)	(12,411)	(14,601)	(19,888)	(35,322)
General and administrative expenses	(26,823)	(28,619)	(26,010)	(36,517)	(40,833)
Assets impairment loss, net	—	—	—	(13,556)	(6,348)
Total operating expenses	(66,714)	(76,792)	(101,780)	(136,908)	(159,266)
Operating loss	(6,865)	(31,521)	(41,502)	(54,201)	(44,329)
Interest income	6,733	5,833	2,158	1,967	1,183
Interest expense	(163)	(239)	(239)	(239)	(239)
Other income, net	13,966	3,627	6,503	7,880	2,810
Shares of (loss)/income from equity investees	(259)	(12)	(195)	(1,875)	(307)
(Loss)/income from continuing operations before income tax	13,412	(22,312)	(33,275)	(46,468)	(40,882)
Income tax benefit	1,835	3,745	2,469	2,252	89
Net (loss)/income from continuing operations	15,247	(18,567)	(30,806)	(44,216)	(40,793)
Discontinued operations:					
Income/(loss) from discontinued operations	(5,010)	9,008	7,791	7,538	1,533
Income tax expenses	(375)	(4,907)	(1,168)	(1,131)	(230)
Net income/(loss) from discontinued operations	(5,385)	4,101	6,623	6,407	1,303
Net (loss)/income	9,862	(14,466)	(24,183)	(37,809)	(39,490)
Less: net loss attributable to the non-controlling interest	(950)	(1,299)	(72)	13	(212)
Net (loss)/income attributable to Xunlei Limited	10,812	(13,167)	(24,111)	(37,822)	(39,278)
Contingent beneficial conversion feature of series C to a series C shareholder	(57)	—	—	—	—
Deemed dividend to series D shareholder from its modification	(279)	—	—	—	—
Accretion of series D to convertible redeemable preferred shares redemption value	(1,870)	—	—	—	—
Accretion of series E to convertible redeemable preferred shares redemption value	(12,754)	—	—	—	—
Amortization of beneficial conversion feature of series E	(4,139)	—	—	—	—
Acceleration of amortization of beneficial conversion feature of Series E upon initial public offering	(49,346)	—	—	—	—
Deemed dividend to certain shareholders from repurchase of shares	(14,926)	—	—	—	—
Deemed dividend to preferred shareholders upon initial public offering	(32,807)	—	—	—	—
Net loss attributable to Xunlei Limited's common shareholders	(105,366)	(13,167)	(24,111)	(37,822)	(39,278)
Weighted average number of common shares outstanding					
Basic	194,711,227	335,987,595	334,155,668	331,731,963	334,965,987
Diluted	194,711,227	335,987,595	334,155,668	331,731,963	334,965,987
Net (loss)/income per share attributable to Xunlei Limited from continuing operations					
Basic	(0.51)	(0.05)	(0.09)	(0.13)	(0.12)
Diluted	(0.51)	(0.05)	(0.09)	(0.13)	(0.12)
Net income/(loss) per share attributable to Xunlei Limited from discontinued operations					
Basic	(0.03)	0.01	0.02	0.02	0.00
Diluted	(0.03)	0.01	0.02	0.02	0.00
Net loss attributable to holders of common shares of Xunlei Limited per ADS[(2)]					
Basic	(2.70)	(0.20)	(0.36)	(0.57)	(0.59)
Diluted	(2.70)	(0.20)	(0.36)	(0.57)	(0.59)

Notes: We sold our Xunlei Kankan business and web game business in July 2015 and January 2018, respectively. As a result, Xunlei Kankan and web game business are accounted for as discontinued operations and our consolidated statements of comprehensive operations data in this annual report separate the discontinued operations from our remaining business operations for all years presented.

(1) Share-based compensation expenses were allocated in operating expenses as follows:

	For the Year Ended December 31,				
	2014	2015	2016	2017	2018
	(in thousands of US$)				

Research and development expenses	1,171	2,896	2,983	2,442	2,645
Sales and marketing expenses	66	131	98	88	404
General and administrative expenses	6,407	6,701	6,267	5,800	2,245
Total share-based compensation expenses	7,644	9,728	9,348	8,330	5,294

(2) Each ADS represents five common shares. Net income/(loss) attributable to holders of common shares of Xunlei Limited per ADS is calculated based on net income/(loss) per share attributable to Xunlei Limited and multiplied by five.

The following table presents our selected consolidated balance sheet data as of December 31, 2014, 2015, 2016, 2017 and 2018.

	As of December 31,				
	2014	2015	2016	2017	2018
	(in thousands of US$)				
Selected Consolidated Balance Sheets Data:					
Cash and cash equivalents	404,275	361,777	199,504	233,479	122,930
Short-term investments	29,427	70,328	181,960	138,915	196,538
Total current assets	501,953	457,669	412,305	430,783	362,899
Total assets	580,362	538,361	509,795	533,437	455,431
Accounts payable (including accounts payable of the consolidated variable interest entities and VIE's subsidiaries without recourse to the Company of US$24,504, US$33,262, USD44,162, US$68,469 and US$48,276 as of December 31, 2014, 2015, 2016, 2017, and 2018, respectively)	14,937	21,736	33,376	49,819	22,629
Total current liabilities	103,020	76,736	93,405	141,696	108,035
Total liabilities	123,341	93,680	103,545	150,600	111,251
Total Xunlei Limited's shareholders' equity	457,891	446,749	408,238	384,997	345,296
Non-controlling interest	(870)	(2,068)	(1,988)	(2,160)	(1,116)
Total liabilities and shareholders' equity	580,362	538,361	509,795	533,437	455,431

The following table presents our selected consolidated statements of cash flow data for the years ended December 31, 2014, 2015, 2016, 2017 and 2018.

	For the Year Ended December 31,				
	2014	2015	2016	2017	2018
	(in thousands of US$)				
Selected Consolidated Statements of Cash Flows Data:					
Net cash generated from/(used in) operating activities	48,202	13,764	16,970	(14,216)	(35,608)
Net cash generated from/(used in) investing activities	(70,546)	(54,982)	(158,335)	35,208	(69,357)
Net cash generated from/(used in) financing activities	333,268	5,030	(11,041)	2,561	929
Net increase/(decrease) in cash and cash equivalents	310,924	(36,188)	(152,406)	23,553	(104,036)
Effect of exchange rates on cash and cash equivalents	(555)	(6,310)	(9,867)	10,422	(6,513)
Cash and cash equivalents at beginning of year	93,906	404,275	361,777	199,504	233,479
Cash and cash equivalents at end of year	404,275	361,777	199,504	233,479	122,930

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

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

Risks Related to Our Business

Our business model is currently undergoing significant innovation and transition, and our historical growth rate may not be indicative of our future performance and our new business may not be successful.

We launched our then core product, Xunlei Accelerator, in 2004 and cloud acceleration subscription services in 2009 to enable users to quickly access and consume digital media content. Coupled with our core products and services, we also provide a range of internet value-added services. Our cloud acceleration products have maintained nationwide popularity in the past few years. Our business model currently is undergoing significant innovation and continued transition to mobile internet. We have launched several new services and products in recent years, such as cloud computing products and products based on blockchain technology. The evolving business model and expansion into the new services involve new risks and challenges. For example, although our mobile acceleration plug-in, has been officially adopted by Xiaomi's operating systems and installed on Xiaomi phones, we cannot assure you that we will be able to form significant business partnerships with major smartphone makers other than Xiaomi so as to achieve broader acceptance of the Xunlei mobile products. We may also not be able to maintain the rapid growth of revenues from our mobile advertising, from which we generated revenues for the first time in the fourth quarter of 2015. There are also substantial uncertainties with respect to our cloud computing business and blockchain business. The technologies supporting our cloud computing business and blockchain business are new and rapidly evolving. If we fail to explore these new technologies and apply them innovatively to keep our products and services competitive, we may experience immediate decline in the growth of our business. In addition, the profitability of our new initiatives has yet to be proven. For example, although the blockchain technology is said to be of immeasurable potential, its commercial value is yet to be proved. Despite that we have devoted a significant amount of resources to the development of blockchain technology, we may not be able to realize our expected goals or create sufficient commercial values. As a result, our business, operating results, financial conditions may be significantly and adversely affected.

In addition to uncertainties of our new initiatives, our traditional PC-based download acceleration subscriptions also experienced declines in recent years, partly due to the change of our users' online behaviors and the ongoing and intensified government scrutiny of internet content in China. Although we are continuously improving our existing products and services and rolling out new products and services to attract our subscribers, our efforts may not be successful. Our subscriber base decreased from 4.4 million as of December 31, 2014 to 3.8 million as of December 31, 2018. See "—We may not be able to retain our large user base, convert our users into subscribers of our premium services or maintain our existing subscribers." and "—Risks Related to Doing Business in China— Regulation and censorship of information disseminated over the internet in China have adversely affected our business and may continue to adversely affect our business, and we may be liable for the digital media content on our platform."

Due to the abovementioned factors, our historical growth rate may not be indicative of our future performance and our new business initiatives may not be successful, and we cannot assure you that we will grow at the same rate as we did in the past, if at all.

Regulatory uncertainties exist with respect to our previous LinkToken operations, which may have a material adverse effect on our business and results of operations.

We developed LinkToken, a blockchain-based digital ticket associated with our cloud computing services, in 2017. Users of our OneThing Cloud device are able to obtain LinkTokens by voluntarily participating in the OneThing reward program. The amount of LinkTokens rewarded to users of our OneThing Cloud device depends on a number of factors while using our OneThing Cloud device. These factors include, without limitation, the size of the bandwidth and storage space users contribute, the length of time online, and the usage of computing resources. LinkToken can be used to redeem for a variety of products and services offered in the LinkToken Mall and exchange for products and services developed by our ThunderChain users on the ThunderChain open platform. LinkTokens have not been allowed to be transferred among users in China. See "Item 4. Information on the Company—B. Business Overview —Our Platform—Cloud Computing" for more information. In 2018, we entered into an agreement with an independent third party to transfer of our LinkToken operations and the related assets and liabilities. We completed such disposal in April 2019. The independent third party has obtained the exclusive right to operate the LinkToken business inside and outside mainland China, including without limitation, the formulation, amendment and execution of the rules governing the rewarding of LinkToken to users, and the operations of LinkToken Pocket and LinkToken Mall. After the disposal, we only provide technical support to such independent third party and allow users of our ThunderChain open platform to exchange products and services available in the ThunderChain open platform by using LinkTokens.

In connection with the LinkToken, two putative shareholder class action lawsuits have been filed in the United States District Court for the Southern District of New York against our Company and certain current and former officers and directors of our Company: *Dookeran v. Xunlei Limited, et al.* (filed on January 18, 2018, Case No. 18-cv-467 (S.D.N.Y.)), and *Peng Li v. Xunlei Limited, et al.* (filed on January 24, 2018, Case No. 18-cv-646 (S.D.N.Y.)). Purporting to sue on behalf of all investors who purchased or acquired Xunlei stock from October 10, 2017 to January 11, 2018, plaintiffs allege that certain statements regarding OneCoin, later renamed as LinkToken, in our press releases and on a quarterly investor call were false and misleading because, among other things, we failed to disclose that under the PRC law, OneCoin was a disguised "initial coin offering" and "initial miner offering" and constituted "unlawful financial activity." Plaintiffs based their allegations on, among, other things, the *Announcement on Preventing Financing Risks Involved in Token Offerings*, jointly promulgated on September 4, 2017, by seven PRC regulatory agencies, namely People's Bank of China, the Office of the Central Leading Group for Cyberspace Affairs, MIIT, State Administration for Industry and Commerce, China Banking Regulatory Commission, China Securities Regulatory Commission, China Insurance Regulatory Commission, regulating the initial coin offerings activities in China. Pursuant to the announcement, "fundraising through token offerings" is referred to as a type of fundraising activities where an issuer raises "virtual currencies" such as Bitcoin or Ether from investors through the illegal issuance and subsequent circulation of tokens. Pursuant to the announcement, token fundraising activity is essentially an illegal public fundraising activity without obtaining government's approval. It is a suspected illegal offering of tokens, illegal offering of securities, illegal fundraising, financial fraud, pyramid scheme, which are criminal offences under the PRC law. The announcement prohibits fundraising activities through token issuance. In addition, the announcement also provides that token trading platform should not be engaged in (i) the exchange between any statutory currency with tokens and "virtual currencies," (ii) the trading, either as a central counterparty or not, of the tokens or "virtual currencies," and (iii) token or "virtual currency" pricing, information intermediary services or other services for tokens or "virtual currencies."

We strongly believe that we did not engage in token fundraising activities by virtue of carrying out LinkToken operations prior to our disposal of such operations, nor do we believe that we would have been deemed to be a token trading platform, which is operated under a completely different business model. Among other reasons, our users before we disposed of our LinkToken operations were neither required, nor actually made, financial contributions in any form of virtual currencies to us. LinkTokens have not been allowed to be transferred among users in China. To date, no governmental financial regulators have imposed any administrative penalties against us relating to LinkTokens on the basis that we engaged in token fundraising activities. However, we cannot assure you that going forward, relevant PRC authorities would have the same view with us and would not impose regulatory restrictions or penalties on us. Were that to happen, we may be subject to additional regulatory risks, and our business and results of operations as well as the price of our ADSs may be adversely affected.

The laws and regulations governing token fundraising activities in China are still an embryotic stage. Substantial uncertainties exist regarding the interpretation, implementation and future promulgation of relevant PRC laws and regulations. To the extent that we are not able to fully comply with any new laws or regulations in a timely manner when they are promulgated, our business, financial condition and results of operations as well as the price of our ADSs may be materially and adversely affected.

The blockchain industry in China is an emerging industry. The laws and regulations governing the operation of blockchain products and services in China are developing and evolving and subject to changes. If we fail to comply with existing and future applicable laws, regulations or requirements of local regulatory authorities, our business, financial condition and results of operations may be materially and adversely affected.

We started our blockchain services by creating LinkToken in 2017 and shifted our focus to the development of blockchain infrastructure in 2018. The blockchain industry in China is an emerging industry. The laws and regulations governing the operation of blockchain products and services in China are also rapidly developing and evolving. On January 10, 2019, the Cyberspace Administration of China, or CAC, issued the *Provisions on the Administration of Blockchain Information Services*, or the Blockchain Provisions, which came into effect on February 15, 2019. Pursuant to the Blockchain Provisions, a blockchain information service provider is required to file particulars of such service provider including its name, service category, service form, application field, and server address with the blockchain information service filing management system managed by the CAC and go through filing procedures within ten business days after it starts to provide services. After completing the filing procedure, the blockchain information service provider should display the filing number in a conspicuous position on the service provider's websites and applications through which it provides services. Service providers that had already started to provide blockchain information services before the Blockchain Provisions became effective are required to do make-up filings within 20 business days after the Blockchain Provisions became effective. As of the date of this annual report, we had submitted our record-filing application pursuant to the Blockchain Provisions but had not obtained the filing number. Since the Blockchain Provisions are silent on potential legal consequences for failure to complete the record-filing and obtain the filing number by the blockchain information service providers who had started to provide blockchain information service before the issuance of the Blockchain Provisions, our blockchain business, such as the operations of our ThunderChain platform, is subject to substantial uncertainties if we cannot complete the record-filing and obtain the filing number. We completed our disposal of LinkToken operations in April 2019 by transferring such business to an independent third party. If the independent third-party operator fails to complete the record-filing procedure and obtain the filing number for the LinkToken operations or violates other current and future blockchain regulations, there is a possibility that relevant PRC government authorities may order such LinkToken operator to suspend its LinkToken operations. If that were to happen, users of our ThunderChain open platform would not be able to use LinkTokens on our ThunderChain open platform, which would adversely affect our ThunderChain operations. Suspension of the LinkToken operations may also have a material and adverse effect on our OneThing Cloud sales and our cloud computing business. In addition, the Blockchain Provisions also imposed an array of obligations to the providers of blockchain information services. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on Blockchain Information Services" for more details. Failure to comply with relevant requirements in the Blockchain Provisions may subject us to administrative penalties such as warning, being ordered to temporarily suspend relevant business operations to rectify within prescribed time period, or fines, or criminal liabilities, depending on which provisions are violated.

Since the blockchain technology and other related technologies are evolving rapidly, new laws and regulations may be adopted from time to time by relevant PRC authorities to impose additional restrictions or require licenses or permits for operating blockchain related business. We are unable to predict with certainty the impact, if any, that future legislation, judicial interpretations or regulations relating to the blockchain industry will have on our business, financial condition and results of operations. To the extent that we are not able to fully comply with any new laws or regulations when they are promulgated, our business, financial condition and results of operations as well as the price of our ADSs may be materially and adversely affected.

We may not be able to retain our large user base, convert our users into subscribers of our premium services or maintain our existing subscribers.

Our platform had approximately 128.4 million monthly unique visitors in December 2018 according to our internal record. If we are unable to consistently provide our users with quality services and experience, if users do not perceive our service offerings to be of value, or if we introduce new or adjust existing features or change the mix of digital media content in a manner that is not favorably received by our users, we may not be able to retain our existing user base.

Our number of subscribers experienced a decline in the past partly due to the intensified scrutiny over internet content from the Chinese government, and may experience further downward pressure in the future. With a government campaign against inappropriate internet content launched in April 2014, we have had to increase the monitoring of content on our platform. All the measures we adopt in response to increasing regulatory scrutiny may materially and adversely affect user experience on our platform and make our services less attractive to our subscribers, leading to a decline in the number of subscribers. We saw a reduction in the number of total subscribers of 4.4 million as of December 31, 2014, and permitted temporary suspension of services by about 350,000 existing subscribers as of December 31, 2014. Although the permitted temporary suspension of services gradually reduced to 192,000 existing subscribers as of December 31, 2018, such favorable trends may not sustain, and any increase in the number of subscribers may not necessarily lead to a corresponding increase in revenue. Similar government action or other forces may make it challenging for us to retain our user base, or may contribute to a further decline in our user base, in the future. See "—Risks Related to Doing Business in China—Regulation and censorship of information disseminated over the internet in China have adversely affected our business and may continue to adversely affect our business, and we may be liable for the digital media content on our platform."

In the long term, even without taking into account the abovementioned government restrictions, we cannot assure you that we would be able to retain our large user or subscriber base. For example, our efforts to provide greater incentives for our users to subscribe, including marketing activities to highlight the value of differentiated subscriber-only services, such as Green Channel, may not continue to succeed. Our subscribers may stop their subscriptions or other spending on our products or services because we no longer serve their needs or if we are unable to offer a satisfying user experience or successfully compete with current and new competitors in both retaining our existing subscribers and attracting new subscribers, which would adversely impact our business, results of operations and prospects.

We face and expect to continue to face copyright infringement claims and other related claims, including claims based on content available through our services, which could be time-consuming and costly to defend and may result in damage awards, injunctive relief and/or court orders, divert our management's attention and financial resources and adversely impact our business.

Our success depends, in large part, on our ability to operate our business without infringing, misappropriating or otherwise violating third-party rights, including third-party intellectual property rights. Internet, technology and media companies are frequently involved in litigations based on allegations of infringement of intellectual property rights, unfair competition, invasion of privacy, defamation and other violations of other parties' rights.

In May 2014, we entered into a content protection agreement with the Motion Picture Association of America, Inc., or MPAA, and its members, which are six major U.S. entertainment content providers. In that agreement, we agreed to implement a comprehensive system of measures designed to prevent unauthorized downloading of and access to such content providers' works. Despite the fact that we put in place preventive measures, we may still be subject to copyright infringement suits. In January 2015, a few MPAA member studios filed 28 copyright infringement lawsuits against us on 28 video products in the Shenzhen Nanshan District Court in China. The court entered a judgment on the lawsuits on August 21, 2017 and held, among others, that we infringed the plaintiffs' copyright on 28 video products and were required to compensate the plaintiff for a total of RMB1.4 million (US$0.2 million). As of the date of this annual report, we had paid a total of RMB1.4 million (US$0.2 million) to MPAA in accordance with the judgment entered by Shenzhen Nanshan District Court. Even though we have performed our obligations under the judgment, we cannot assure you that any of these parties would not initiate other proceedings against us. Also see "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Legal Proceedings."

In the ordinary course of our business, we receive, from time to time, written notices from third parties claiming that certain content and games in our network or on one or more of our websites infringe their copyrights or the copyrights of third parties. These notices may threaten to take legal actions against us or request us to cease distribution, marketing or displaying such content or games on our network or websites. Claims alleging copyright infringement or other claims arising from the content accessible through our distributed computing network, or on our websites or through our other services, such as the legal proceeding initiated by MPAA members or any potential legal proceedings that may be initiated by, for example, the MPAA, with or without merit, may lead to damage awards and/or court orders, diversion of our management's attention and financial resources and negative publicity affecting our brand and reputation, and therefore may adversely affect our results of operations and business prospects. In addition, a significant number of these claims relate to content on Xunlei Kankan. We have completed our sale of Xunlei Kankan to a third party buyer in July 2015. As a result, our exposure to claims in relation to intellectual property have significantly decreased, although we still expect to face a number of copyright infringement claims and other related claims in the future in relation to our other products and services.

We were subject to a number of lawsuits in China for alleged copyright infringements over the years, a number of which are still outstanding as of the date of this annual report. We can provide no assurance that we will be granted the judgements or awards in favor of us. In addition, these existing and future claims may divert our management's attention and financial resources and adversely impact our business.

The premium acceleration services and other value-added services we provide to our subscribers may expose us to additional copyright infringement claims, which could materially and adversely affect our existing business model.

We provide subscribers with limited space to temporarily store content downloaded on our servers for optimal acceleration performance. Subscribers may also request our cloud servers to transmit a file on their behalf and upload it to their properties. See "Item 4. Information on the Company—B. Business Overview—Our Platform—Subscription services." In addition, certain of our services allow users to upload files after they create accounts with us, converting the files into links and sharing such links with designated persons. We may be liable for transmitting or temporarily storing content or creating links representing content on behalf of our subscribers if such content infringes third-party intellectual property rights, and any such potential legal liabilities could materially and adversely affect our business.

If we are unable to successfully capture and retain the growing number of mobile internet users or if we are unable to successfully monetize our mobile products, our business, financial condition and results of operations may be materially and adversely affected.

An increasing number of users access our products and services through mobile devices, and the transition to mobile internet is a key part of our current business strategies. Products such as Xunlei Accelerator are now available to users from PCs as well as mobile devices, and we intend to continue expanding the number of mobile products we offer. An important element of our strategy to transition to mobile internet is to continue to further develop features for our mobile products and to develop new mobile products to capture a greater share of the growing number of users that access internet services such as ours through mobile devices. For example, we developed Mobile Xunlei, which allows users to search, download and consume digital media content on their mobile devices in a user friendly way. As new laptops, mobile devices and operating systems are continually being released, it is difficult to predict the problems we may encounter in developing our products for use on these devices and operating systems, and we may need to devote significant resources to create, support and maintain these services. Devices providing access to our products and services are not manufactured and sold by us, and we cannot assure you that companies manufacturing or selling these devices would always ensure that their devices perform reliably and are maximally compatible with our systems. Any faulty connection between these devices and our products may result in user dissatisfaction with our products, which could damage our brand and have a material and adverse effect on our financial results. In addition, the lower resolution, functionality and memory associated with some mobile devices may make the use of our products and services through such devices more difficult and the versions of our products and services we develop for these devices may fail to attract users. Manufacturers or distributors may establish unique technical standards for their devices and, as a result, our products may not work or work properly or be viewable on all devices on which they are installed. Furthermore, new, comparable products which are specifically created to function on mobile operating systems, as compared to some of our products that were originally designed to be accessed from PCs, and such new entrants may operate more effectively on mobile devices than our mobile products do.

In addition, if we are unable to attract and retain the increasing number of users who access our products through mobile devices, or if we are slower than our competitors in developing attractive services adaptable for mobile devices, we may fail to capture a significant share of an increasingly important portion of the market or may lose existing users. In addition, even if we are able to retain the increasing number of users who access our services through mobile devices, we may not be able to successfully monetize them in the future. For example, because of the inherent limitations of mobile devices, we may not be able to provide as many kinds of products on mobile devices as we do on PC, which may limit the monetization potential of our mobile products and services.

We are subject to the risks of overseas expansion.

We established a joint venture in Thailand in July 2018 and started to expand our business into overseas markets. Operating business internationally may expose us to additional risks and uncertainties. As we have very limited experience in operating our business in overseas markets, we may be unable to attract a sufficient number of users, fail to anticipate competitive conditions or face difficulties in operating effectively in overseas markets. We may also fail to adapt our business models to the local market due to various legal requirements and market conditions. Our international operations and expansion efforts have resulted and may continue to result in increased costs and are subject to a variety of risks, including increased competition, fluctuations in foreign exchange rates, uncertain enforcement of our intellectual property rights, more complex distribution logistics and the complexity of compliance with foreign laws and regulations. Compliance with applicable Chinese and foreign laws and regulations, such as import and export requirements, anti-corruption laws, tax laws, foreign exchange controls and cash repatriation restrictions, data privacy requirements, environmental laws, labor laws, restrictions on foreign investment, and anti-competition regulations, increases the costs and risk exposure of doing business in foreign jurisdictions. Although we have implemented policies and procedures to comply with these laws and regulations, a violation by our employees, contractors or agents could nevertheless occur. In some cases, compliance with the laws and regulations of one country could violate the laws and regulations of another country. Violations of these laws and regulations could materially and adversely affect our brand, international growth efforts and business.

We also could be significantly affected by other risks associated with international activities including, but not limited to, economic and labor conditions, increased duties, taxes and other costs and political instability. Margins on sales of our products in foreign countries, and on sales of products that include components obtained from foreign suppliers, could be materially and adversely affected by international trade regulations, including duties, tariffs and antidumping penalties. We are also exposed to credit and collectability risk on our trade receivables with customers in certain international markets. There can be no assurance that we can effectively limit our credit risk and avoid losses. In addition, political instability may also expose us to additional risks and uncertainties. If any of these economic or political risks materialize and we have failed to anticipate and effectively manage them, we may suffer a material adverse effect on our business and results of operations.

If we fail to keep up with the technological development in the internet industry and users' changing demand, our business, financial condition and results of operations may be materially and adversely affected.

The internet industry is rapidly evolving and subject to continual technological changes. As the internet infrastructure continues to develop, the internet may become more easily accessible through alternative technological innovations in the future, which may make our existing products and services less attractive to our users, and we may lose our existing users and fail to attract new users, which may further adversely impact our business, financial condition and results of operations.

In addition, user demand for internet content may also shift over time. Currently, internet users appear to have significant demand for multimedia acceleration, online games and online streaming services, and we expect such demand to continue. However, we cannot assure you that the behavior of internet users will not change in the future. For example, development of 5G technology may have certain impacts on mobile internet user's behavior and have a higher demand on our products. If we fail to upgrade our services in response to changes in user demand in an effective and timely manner, the number of our users and advertisers may decrease. Furthermore, changes in technologies and user demand may require substantial capital expenditures in product development and infrastructure. To further expand our user base and offer our users a wider range of access points, we are expanding our business to mobile devices in part through potentially pre-installed acceleration products in mobile phones. In addition, we are continually developing and upgrading products and services, including our cloud computing services, which is expected to utilize the idle capacity of our users, and seeking strategic cooperation with hardware manufacturers such as smartphone makers, which may require significant resources from us. However, if we are not able to perfect our new technologies or to achieve the intended results or if our innovations cannot respond to the needs of our users or if our users are not attracted to our upgraded or new products and services, we may not be able to maintain or expand our user base, and our business, results of operations and prospects may be materially and adversely affected.

Our technologies, business methods and services, including those relating to our resource discovery network, may be subject to third-party patent claims or rights, such as issued patents or pending patent applications, that limit or prevent their use.

We cannot assure you that our technologies, business methods and services, including those relating to our resource discovery network, will be free from claims of patent infringements, and that holders of patents would not seek to enforce such patents against us in China, the United States or any other jurisdictions. We are currently involved in a patent infringement case in China. In November 2018, the court dismissed the plaintiff's all claims. The plaintiff subsequently appealed. As of the date of this annual report, the case is still under the appellate court procedures. We believe that we did not infringe the plaintiff's patent and we are very likely to win the case. Other than the case mentioned above, based on our own analysis, we do not believe that we are currently infringing any third-party patents of which we are aware. However, our analysis may have failed to identify all relevant patents and patent applications. For example, there may be currently pending applications, unknown to us, that may later result in issued patents that are infringed by our products, services or other aspects of our business. There could also be existing patents of which we are not aware that our products may inadvertently infringe. Third parties may attempt to enforce such patents against us. Further, the application and interpretation of China's patent laws and the procedures and standards for granting patents in China are still evolving and are uncertain, and we cannot assure you that PRC courts or regulatory authorities would agree with our analysis. Any patent infringement claims, regardless of their merits, could be time-consuming and costly to us. If we were found to infringe third-party patents and were not able to adopt non-infringing technologies, we may be severely limited in our ability to operate our business, and our results of operations could be materially and adversely affected.

The intellectual property protection mechanism we have implemented may not be effective or sufficient and may subject us to future litigation or result in our inability to continue providing certain of our existing services in China.

We may not have obtained licenses for all digital media content available via our services and the scope of the licenses we obtained for certain content may not be broad enough to cover all the methods we currently employ to distribute, market or display such content. For digital media content we have lawfully obtained from an authorized licensor, we may not be able to timely detect the expiration of the licensing period of certain of the content available via our services and disable access to such content via our services in a timely manner. We have been involved in litigations based on allegations from rights owners that we have infringed their copyright interests in such content. Assisted by our intellectual property team dedicated to copyright protection, for example, we have implemented internal procedures to meet the requirements under relevant PRC laws and regulations to monitor and review the content we license before it is released and remove any infringing content promptly after we receive notice of infringement from the legitimate rights holder. See also "Item 4. Information on the Company—B. Business Overview—Intellectual Property—Digital media data monitoring and copyright protection" for more details. However, due to the significant amount of digital media content accessible through our resource discovery network and other services, we generally do not seek to identify infringing content absent receiving any notice of infringement. We have successfully completed our sale of Xunlei Kankan to a third party buyer in July 2015. As a result, our exposure to claims in relation to intellectual property has significantly decreased, and we have been adjusting our monitoring procedures in relation to intellectual property and we expect to continue to devote significant resources to the monitoring of content accessible via our core services. For details of our sale of Xunlei Kankan, see "Item 4. Information on the Company — A. History and Development of the Company."

In addition, we organize and recommend to our users digital media content accessible through our services and provided on certain reputable audio-visual websites that have cooperation relationships with us. As such, we may be exposed to the risk of copyright infringement liability in the event that such content has not been duly licensed to us or to the operators of those websites. Moreover, some rights owners may not send us a notice before bringing lawsuits against us. Thus, our inability to identify unauthorized content hosted on our website or servers or accessible through our network subjects us to claims of infringement of third-party intellectual property rights or other rights. In addition, we may be subject to administrative actions brought by the National Copyright Administration of the PRC or its local branches for alleged copyright infringement.

The validity, enforceability and scope of protection of intellectual property in internet-related industries, particularly in China, are uncertain and still evolving. As we face increasing competition and as litigation becomes more common in China in resolving commercial disputes, we face a higher risk of intellectual property infringement claims. The Supreme People's Court of China promulgated a judicial interpretation on infringement of the right of internet dissemination in December 2012. This judicial interpretation provides that the courts will require service providers to remove not only links or content that have been specifically mentioned in the notices of infringement from rights holders, but also links or content they "should have known" to contain infringing content. The interpretation further provides that where an internet service provider has directly obtained economic benefits from any content made available by an internet user, it has a higher duty of care with respect to internet users' infringement of third-party copyrights. This interpretation may subject us and other internet service providers to significant administrative burdens and litigation risks. See "Item 4. Key Information on the Company—B. Business Overview—Regulation—Regulation on Intellectual Property Rights." Interested parties may lobby for more robust intellectual property protection in jurisdictions in which we conduct business or may conduct business, and intellectual property laws in China and other such jurisdictions may become less favorable to our business. Intellectual property litigation may be expensive and time-consuming and could divert management attention and resources. If there is a successful claim of infringement, we may be required to discontinue the infringing activities, pay substantial fines and damages and/or seek royalty or license agreements that may not be available on commercially acceptable terms, if at all. Our failure to obtain the required licenses on a timely basis could harm our business. Any intellectual property litigation and/or any negative publicity by third parties alleging our intellectual property infringement could have a material adverse effect on our business, reputation, financial condition or results of operations. To address the risks relating to intellectual property infringement, we may have to substantially modify, limit or, in extreme cases, terminate some of our services. Any of such changes could materially affect our users' experience and in turn have a material adverse impact on our business.

We may be subject to claims or lawsuits outside of China, which could increase our risk of direct or indirect liabilities for our existing or future service offerings.

We may be subject to claims or lawsuits outside China, such as the United States, by virtue of our listing in the United States, the ownership of our ADSs by investors, the extraterritorial application of foreign law by foreign courts or for other reasons. We have attracted and expect to continue to attract attention from intellectual property owners outside of China, despite our efforts to control access to our products and services by users outside China. For example, the Recording Industry Association of America filed a letter with the Office of the United States Trade Representative in November 2010 accusing certain of our divested or discontinued products of facilitating intellectual property infringement. Although we take steps to block users logging in from IP addresses that are located in certain jurisdictions, including the United States, from accessing certain of our services, due to technological limitations, such efforts may not be 100% successful, and any unintended access to our services may increase our risk of becoming subject to copyright laws in such jurisdictions. Even if our efforts to block IP addresses located in the United States or other jurisdictions are successful, the uncertainties surrounding the approach to intellectual property and online service providers that the new U.S. administration will take may increase our risk of becoming impacted by copyright laws in such jurisdictions. If we are ever held to be subject to United States copyright law, that could increase our risk of direct or indirect copyright liability for our resource discovery, acceleration or other services. If a claim of infringement brought against us in the United States or other jurisdictions is successful, we may be required to (i) pay substantial statutory or other damages and fines, (ii) remove relevant content from our website, (iii) discontinue products or services, (iv) disable access through our service to certain sites or content; (v) terminate users; and/or (vi) seek royalty or license agreements that may not be available on commercially reasonable terms or at all.

In addition, as a publicly listed company, we may be exposed to increased risk of litigation. For example, two putative shareholder class action lawsuits were filed in the United States District Court for the Southern District of New York against our company and certain current and former officers and directors of our company: *Dookeran v. Xunlei Limited, et al.* (filed on January 18, 2018, Case No. 18-cv-467 (S.D.N.Y.)), and *Peng Li v. Xunlei Limited, et al.* (filed on January 24, 2018, Case No. 18-cv-646 (S.D.N.Y.)). Purporting to sue on behalf of all investors who purchased or acquired Xunlei stock from October 10, 2017 to January 11, 2018, plaintiffs alleged that certain statements regarding OneCoin, in our press releases and on a quarterly investor call, were false and misleading because, among other things, they failed to disclose that OneCoin was a disguised "initial coin offering" and "initial miner offering" and constituted "unlawful financial activity." Plaintiffs seek to recover under Sections 10(b) and 20(a) of the U.S. Securities Exchange Act of 1934 and Rule 10b-5 thereunder. On April 12, 2018, the court consolidated the actions under the caption *In re Xunlei Limited Securities Litigation*, No. 18-cv-467 (PAC) and appointed lead plaintiffs who filed a consolidated amended compliant on June 4, 2018. We filed a motion to dismiss the amended compliant on August 3, 2018. As of October 31, 2018, the motion was fully briefed. As a publicly listed company, we may be involved in more class action lawsuits in the future. While we believe the claims in this lawsuit are without merit, such kinds of lawsuits could divert a significant amount of our management's attention and other resources from our business and operations, which could harm our results of operations and require us to incur significant expenses to defend the lawsuits. Any such class action suit, whether or not successful, could harm our reputation and restrict our ability to raise capital in the future. In addition, if a claim is successfully made against us, we may be required to pay significant damages, which could have a material adverse effect on our financial condition and results of operations.

We may not be able to prevent unauthorized use of our intellectual property or disclosure of our trade secrets and other proprietary information, which could reduce demand for our services and have material and adverse impact on our business, financial condition and results of operations.

Our patents, trademarks, trade secrets, copyrights and other intellectual property rights are important assets for us. Events that are outside of our control may pose a threat to our intellectual property rights. For example, effective intellectual property protection may not be available in China and some other jurisdictions in which our services are distributed or made available through the internet. Also, the efforts we have made to protect our proprietary rights may not be sufficient or effective. Any significant impairment of our intellectual property rights could harm our business or our competitiveness. Also, protecting our intellectual property rights is costly and time consuming. Any increase in the unauthorized use of our intellectual property could make it more expensive to conduct our business and harm our results of operations.

We seek to obtain patent protection for our innovations. However, it is possible that patent protection may not be available for some of these innovations. In addition, given the costs of obtaining patent protection, we may choose not to protect certain innovations that later turn out to be important. Furthermore, there is always the possibility, despite our efforts, that the scope of the protection gained will be insufficient or that an issued patent may be deemed invalid or unenforceable.

We also seek to maintain certain intellectual property as trade secrets. We require our employees, consultants, advisors and collaborators to enter into confidentiality agreements in order to protect our trade secrets and other proprietary information. These agreements might not effectively prevent disclosure of our trade secrets, know-how or other proprietary information and might not provide an adequate remedy in the event of unauthorized disclosure of such confidential information. In addition, others may independently discover our trade secrets and proprietary information, in which case we could not assert such trade secret rights against such parties. Any unauthorized disclosure or independent discovery of our trade secrets would deprive us of the associated competitive advantages. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive position.

The revenue model for our live video may not remain effective and we cannot guarantee that our future monetization strategies will be successfully implemented or generate sustainable revenues and profit.

We launched our live video services in February 2016. In 2018, revenue from live video services was US$31.0 million, which accounted for 13.4% of our total revenues in 2018. The live video industry is highly competitive and there are several well-established and successful players in this market. We may not be able to compete effectively with them and realize continued growth of our live video business. To supplement our live video business, we launched a live voice streaming product, PeiWan, in May 2018. We are not sure whether our products will be accepted by the market and generate/continue to generate revenues as we expected. The user demand may also change, decrease substantially or dissipate and we may fail to anticipate and serve user demands effectively and timely.

Although we factor in industry standards and expected user demand in determining how to optimize virtual item merchandizing effectively, if we fail to properly manage the supply and timing of our virtual items and their appropriate prices, our users may be less likely to purchase these virtual items from us. In addition, if users' spending habits change and they choose to only access our content for free without additional purchases, we may not be able to continue to successfully implement the virtual items-based revenue model for live video, in which case we may have to provide other value-added services or products to monetize our user base. We cannot guarantee that our attempts to monetize our user base and products and services will continue to be successful, profitable or widely accepted, and therefore the future revenue and income potential of our business are difficult to evaluate.

We may fail to offer attractive content for our live video services, or attract and retain talented and popular broadcasters, which may materially adversely affect the operation of our live video services and its results of operations.

We offer live video content. Our content library is constantly evolving and growing to meet users' evolving interests. We actively track viewership growth and community feedback to identify trending content and encourage our broadcasters to create content that caters to users' constantly changing taste. However, if we fail to continue to expand and diversify our content offerings, identify trending and popular genres, or maintain the quality of our content, we may experience decreased viewership and user engagement, which may materially and adversely affect our results of operations and financial conditions.

In addition, we largely rely on our broadcasters to create high-quality and fun live video content. Popular broadcasters are key to the success of our living streaming services. We have in place a comprehensive and effective incentive mechanism to encourage broadcasters to supply content that are attractive to our users. We have also entered into multi-year cooperation agreements that contain exclusivity clauses with popular broadcasters and the talent agencies they cooperate with. However, if any of those broadcasters and/or the talent agencies decides to breach the agreement or chooses not to continue the cooperation with us once the term of the agreement expires, or if we fail to attract new talented and productive broadcasters, the popularity of our platform may decline and the number of our users may decrease, which could materially and adversely affect our results of operations and financial condition.

We may be held liable for information or content displayed on, retrieved from or linked to our platforms, or distributed to our users, and PRC authorities may impose legal sanctions on us, including, in serious cases, suspending or revoking the licenses necessary to operate our platforms.

Our live video services enable users to exchange information and engage in various other online activities. Although we require our broadcasters to register their real name, we do not require real-name registration for our users, and hence we are unable to verify the sources of all the information posted by our users. In addition, a majority of the communications on our platforms is conducted real-time, we are unable to timely verify the sources of all information posted thereon or examine the content generated by users before they are posted. Therefore, it is possible that broadcasters and/or users may engage in illegal, obscene or incendiary conversations or activities, including the publishing of inappropriate or illegal content that may be deemed unlawful under PRC laws and regulations on our platforms. If any content on our platforms is deemed illegal, obscene or incendiary, or if appropriate licenses and third party consents have not been obtained, claims may be brought against us for defamation, libel, negligence, copyright, patent or trademark infringement, other unlawful activities or other theories and claims based on the nature and content of the information delivered on or otherwise accessed through our platforms. We also may face liability for copyright or trademark infringement, fraud, and other claims based on the nature and content of the materials that are delivered, shared or otherwise accessed through or published on our platforms. Defending any such actions could be costly and involve significant time and attention of our management and other resources. In addition, PRC authorities may impose legal sanctions on us, including, in serious cases, suspending or revoking the licenses necessary to operate our platforms if they find that we have not adequately managed the content on our platforms. The success of our business depends on our ability to maintain and enhance a strong brand. If we fail to sustain or improve the strength of our brand, we may subsequently experience difficulty in maintaining market share.

We believe that maintaining and enhancing our Xunlei brand is of significant importance to the success of our business. A well-recognized brand is critical to increasing our user base and, in turn, enhancing our attractiveness to advertisers, subscribers and paying users. Since the Chinese internet market is highly competitive, maintaining and enhancing our brand depends largely on our ability to retain a significant market share in China, which may be difficult and expensive.

We have developed our reputation and established a leading position by providing our users with a superior acceleration and video viewing experience. We will continue to conduct various marketing and brand promotion activities. We cannot assure you, however, that these activities will be successful and achieve the brand promotion effects we expect. In addition, any negative publicity in relation to our services or our marketing or promotion practices, regardless of its veracity, could harm our brand image and, in turn, result in a reduced number of users and advertisers. Historically, there has been negative publicity about our company, our products and services and certain key members of our management team, which has adversely affected our brand, public image and reputation. If we fail to maintain and enhance our brand, or if we incur excessive expenses in this effort, our business, financial condition and results of operations may be materially and adversely affected.

System failure, interruptions and downtime, including those caused by cyber-attacks or security breaches, can result in user dissatisfaction, adverse publicity or leakage of confidential information of our users and customers, and our business, financial condition, results of operations may be materially and adversely affected.

Our operations rely on our networks and servers, which can suffer system failures, interruptions and downtime. Our network systems are vulnerable to damage from computer viruses, fires, floods, earthquakes, power losses, telecommunication failures, computer hacking, security breach, and similar events despite our implementation of security measures, which may cause interruptions to the services we provide, degrade the user experience, disclosure of our data or user data, such as personal information, names, accounts, user IDs and passwords, and payment or transaction related information, or cause users to lose confidence in our products. Our efforts to protect our company data and user data may also be unsuccessful due to software bugs or other technical malfunctions, employee error or malfeasance, government surveillance, or other factors.

The satisfactory performance, stability, security and availability of our websites and our network infrastructure are critical to our reputation and our ability to attract and retain users and advertisers. Our network contains information regarding file index, advertising records, premium licensed digital media content and various other facets of the business to assist management and help ensure effective communication among various departments and offices of our company. Any failure to maintain the satisfactory performance, stability, security and availability of our network, website or technology platform, whether such failure results from intentional cyber-attacks by hackers, from issues with our own technology and team or from other factors beyond our control, may cause significant harm to our reputation and impact our ability to attract and maintain users and business partners. We have put in place various measures to prevent such incidents from happening and internal reporting procedures with respect to such incidents. However, such prevention measures may not function in a way as we expect due to the evolution of the sophistication of cyber-attacks, advances in technology, an increased level of sophistication and diversity of our products and services, an increased level of expertise of hackers, new discoveries in the field of cryptography or others, software bugs or other technical malfunctions, or other evolving threats.

From time to time, our users in certain locations may not be able to gain access to our network or our websites for a period of time lasting from several minutes to several hours, due to server interruptions, power shutdowns, internet connection problems or other reasons. Although we have not experienced extended periods of such server interruptions, power shutdowns or internet connection problems across our entire network, we cannot assure you that such instances will not occur in the future. Any server interruptions, break-downs or system failures, including failures which may be attributable to events within or outside our control that could result in a sustained shutdown of all or a material portion of our network or website, could reduce the attractiveness of our service offerings. In addition, any substantial increase in the volume of traffic on our network or website will require us to increase our investment in bandwidth, expand and further upgrade our technology platform. We do not maintain insurance policies covering losses relating to our network systems due to very limited available insurance products in the insurance market in China. As a result, any system failure, interruptions or network downtime for an extended period may have a material adverse impact on our revenues and results of operations.

In addition, there has been a trend tightening the regulation of privacy and user data protection globally. We may become subject to new laws and regulations applying to the solicitation, collection, processing or use of personal or consumer information that could affect how we store, process and share data with our customers, suppliers and third-party sellers. For example, the National Information Security Standardization Technical Committee issued the *Standard of Information Security Technology—Personal Information Security Specification*, which came into effect in May 2018. Under such standard, the personal data controller refers to entities or persons who are authorized to determine the purposes and methods for using and processing personal information. The personal data controller should collect information in accordance with the principles of legality and minimization and should also obtain a consent from the information provider. In addition, we may need to comply with increasingly complex and rigorous regulatory standards enacted to protect business and personal data in the U.S., Europe and elsewhere. For example, the European Union adopted the General Data Protection Regulation, or the GDPR, which became effective on May 25, 2018. The GDPR imposes additional obligations on companies regarding the handling of personal data and provides certain individual privacy rights to persons whose data is stored. Compliance with existing, proposed and recently enacted laws (including implementation of the privacy and process enhancements called for under GDPR) and regulations can be costly; any failure to comply with these regulatory standards could subject us to legal and reputational risks.

If we fail to retain existing advertisers or attract new advertisers, our revenues may be materially and adversely affected.

Historically, we generate a substantial portion of our revenues from online advertising. Such revenue experienced a decline from US$38.4 million in 2014 to US$4.8 million in 2015 due to our disposal of Xunlei Kankan in July 2015, which historically contributed a significant portion of our advertising revenues and a majority of our advertisers. The revenue from online advertising, however, increased to US$16.9 million in 2016 due to the rapid growth of our mobile advertising since the fourth quarter of 2015. The revenue from our online advertising kept growing and reached US$27.8 million in 2018 primarily because we optimized our pricing strategies and adverting channels, among others. We cannot assure you that we can continue to retain our advertising agencies and advertisers or attract new advertising agencies and advertisers. The number of advertisers, including third-party advertising platforms that we cooperate with, that use our online advertising services decreased from 252 in 2014 to 120 in 2015 due to our disposal of Xunlei Kankan, and such number further decreased to 89 in 2018. If we cannot retain our existing advertisers or develop new advertisers in the future, our revenues generated from online advertising will be materially and negatively affected. Since our arrangements with third-party advertising agencies are typically one-year framework agreements, such advertising arrangements may be easily amended or terminated without incurring liabilities.

We generate a vast majority of our advertising revenues from a limited number of third-party advertising platforms. If we are unable to maintain our cooperation with these third-party advertising platforms for whatever reasons and we are unable to find a suitable replacement in a timely manner, or at all, our advertising revenue may experience significant declines. As a result, our results of operations and financial condition may also be negatively affected.

A number of our advertisers are online game operators. The online game and e-commerce industries in China are rapidly evolving, and the growth of these industries and their demand for online advertising services is uncertain and may be affected by factors out of our control. We also have significant brand advertising and are seeking to further expand this portion of advertising. However, we cannot assure you that we will be able to retain existing advertising agencies and advertisers or attract more advertising agencies and advertisers for brand advertising, and if we fail to do so, our business, results of operations and prospects may be materially and adversely affected.

We rely on third-party platforms to distribute our mobile applications. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions or pricing were changed to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, or if any of these platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, our mobile strategy may suffer.

We are subject to the standard policies and terms of service of third party platforms, which govern the distribution of our mobile application on the platform. Each platform provider has broad discretion to change and interpret its terms of service and other policies with respect to us and other users, and those changes may be unfavorable to us. A platform provider may also change its fee structure, add fees associated with access to and use of its platform, alter how we are able to advertise or distribute on the platform, or change how the personal information of its users is made available to application developers on the platform. Such changes may decrease the visibility or availability of our applications, limit our distribution capabilities, prevent access to our applications, reduce the amount of downloads and revenue we may recognize from the applications, increase our costs to operate on these platforms or result in the exclusion or limitation of our application on such platforms. Any such changes could adversely affect our business, financial condition or results of operations.

If we violate, or a platform provider believes we have violated its terms of service (or if there is any change or deterioration in our relationship with these platform providers), that platform provider could limit or discontinue our access to the platform. A platform provider could also limit or discontinue our access to the platform if it establishes more favorable relationships with one or more of our competitors or it determines that we are a competitor. Any limit of, or discontinuation to, our access to any platform could adversely affect our business, financial condition or results of operations. In September 2016, Mobile Xunlei was removed from Apple's iOS App Store as a result of alleged possible violations of the developer license agreement between Apple and us. We are still in the process of negotiating with Apple. We cannot assure you that future efforts to re-launch Mobile Xunlei on the iOS App Store will be successful. This will most likely prevent prospective users and existing users from accessing or renewing our services through Apple devices. It is impossible for us to predict the impact in the longer run if Apple continues to deny our mobile applications. Furthermore, other app stores also have the right to update their store policies and if we are deemed to violate its policy and our mobile application are removed from other app stores at the same time, this may significantly harm our mobile strategy.

We are strictly regulated in China. Any lack of requisite licenses or permits applicable to our businesses and any changes in government policies or regulations may have a material and adverse impact on our businesses, financial conditions and results of operations.

Our business is subject to governmental supervision and regulations by the relevant PRC governmental authorities including the State Council, the Ministry of Industry and Information Technology (formerly the Ministry of Information Industry), or MIIT, the State Administration of Radio and Television, or SAPPRFT, (formerly the General Administration of Press and Publication, Radio, Film and Television (established in March 2013 as a result of institutional reform integrating the State Administration of Radio, Film and Television, and the General Administration of Press and Publication), or GAPPRFT), Ministry of Culture and Tourism (established in March 2018 as a result of institutional reform integrating the Ministry of Culture, and the Ministry of Tourism), or MOCT and other relevant government authorities. Together these government authorities promulgate and enforce regulations that cover many aspects of operation of telecommunications and internet information services, including entry into the telecommunications industry, the scope of permissible business activities, licenses and permits for various business activities and foreign investment.

We are advised by our PRC legal counsel that a license for online transmission of audio-visual programs is required for the display of video content, including live video content, on our platform. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on online transmission of audio-visual programs." We used to be a registered owner of such license when we were operating Xunlei Kankan business. However, when we disposed of Xunlei Kankan business to a purchaser in July 2015, the registered owner of such license was also changed to the purchaser. After the disposal, Shenzhen Wangwenhua started to operate a live video business and a short video business. As advised by our PRC legal counsel, a license for online transmission of audio-visual programs is required for operating short video business and live video business. In June 2018, Shenzhen Wangwenhua acquired 80% of the equity interest of Henan Tourism Information Co., Ltd., or Henan Tourism, from an independent third party. Henan Tourism is a registered owner of the license for online transmission of audio-visual programs. However, Shenzhen Wangwenhua, the entity that operates both license-required businesses, is not a registered owner of the license for online transmission of audio-visual programs. As a result, relevant PRC government authorities may find that we are operating license-required business without obtaining a proper license, and thus may issue warnings, order us to rectify our violating operations and impose fines on us. In the case of serious violations as determined by relevant authorities at its discretion, they may ban the violating operations, seize our equipment in connection with such operations and impose a penalty of one to two times of the amount of the total investment in such operations.

In addition, our cloud computing services provided to the internet users may be deemed to have included the content distribution network (CDN) services. With MIIT's issuance of the Circular on Clearing Up and Regulating the Internet Access Service Market in January 2017, our existing value-added telecommunication services license, or VATS License, must be updated to specifically cover the CDN services, which otherwise was not required in the past. Shenzhen Onething Technologies Co., Ltd., or Shenzhen Onething, a subsidiary of Shenzhen Xunlei has obtained from the relevant PRC authority an updated VATS License covering the CDN services. "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on telecommunications and internet information services."

If the relevant PRC authority decides that we were operating without the proper licenses or approvals, we may be given a warning, ordered to rectify our violations and/or fined, or required to impose restrictions or even discontinue our relevant business. In addition to the above, if the PRC government promulgates new laws and regulations that require additional licenses or imposes additional restrictions on the operation of any part of our business, it has the power to, among other things, levy fines, confiscate our income, revoke our business licenses, and require us to discontinue our business or impose restrictions on the affected portion of our business. Any of these actions by the PRC government may have a material and adverse effect on our results of operations. In addition, the PRC government may promulgate regulations restricting the types and content of advertisements that may be transmitted online, which could have a direct adverse impact on our business.

Concerns about collection and use of personal data could damage our reputation, deter current and potential users from using our services and substantially harm our business and results of operations.

Pursuant to the applicable PRC laws and regulations concerning the collection, use and sharing of personal data, our PRC subsidiaries, VIE and its subsidiaries are required to keep our users' personal information confidential and are prohibited from disclosing such information to any third parties without such users' consent. In December 2012 and July 2013, laws and regulations were issued by the Standing Committee of National People's Congress ("SCNPC") and MIIT to enhance the legal protection of information security and privacy on the internet. The laws and regulations also require internet operators to take measures to ensure confidentiality of information of users. Concerns about our practices with regard to the collection, use or disclosure of personal information or other privacy-related matters, even if unfounded, could damage our reputation and operating results. In addition, in June 2016 and January 2017, the CAC, and the SCNPC issued new laws and regulations to further safeguard cyberspace security.

We apply strict management and protection to any information provided by users, and under our privacy policy, without our users' prior consent, we will not provide any of our users' personal information to any unrelated third party. While we strive to comply with our privacy guidelines as well as all applicable data protection laws and regulations, any failure or perceived failure to comply may result in proceedings or actions against us by government entities or others, and could damage our reputation. User and regulatory attitudes towards privacy are evolving and concerns about the security of personal data could also lead to a decline in general usage of our products and services, which could lead to lower user numbers. For example, if the PRC government authorities require real-name registration by our users, our user numbers may decrease and our business, financial condition and results of operations may be adversely affected. See "—Risks Related to Doing Business in China—We may be adversely affected by the complexity, uncertainties and changes in PRC regulations of internet-related business and companies." In addition, we may become subject to the data protection or personal privacy laws of jurisdictions outside of China, where more stringent requirements may be imposed on us and we may have to allocate more resources to comply with the legal requirements, and our user numbers may further decrease. A significant reduction in user numbers could have a material adverse effect on our business, financial condition and results of operations.

We may not be able to generate sufficient cash from operations or to obtain sufficient capital to meet the additional capital requirements of our changing business.

In order to implement our development strategies, including our strategies to transition to mobile internet and continuing efforts on our cloud computing business, we will make continual capital investments in terms of devoting more research and development efforts into investigating user needs and develop new mobile products and update existing ones, continue enhancing the technologies involved in our cloud computing business and provide more frequent updates to our existing products. Thus, we will continue to incur substantial capital expenditures on an ongoing basis, and it may become difficult for us to meet such capital requirements.

To date, we have financed our operations primarily through cash flow from operations. If we fail to retain a sufficient number of users and continue to convert such users into paying users or subscribers, we may not be able to generate sufficient revenues to cover our business development strategies, including our continued transition to mobile internet and the continued expansion of our cloud computing business, and our business may be materially and adversely affected.

We may obtain additional financing, including from equity offerings and debt financings in capital markets, to fund the operation and planned expansion of our business. Our ability to obtain additional financing in the future, however, is subject to a number of uncertainties, including:

- our future business development, financial condition and results of operations;
- general market conditions for financing activities by companies in our industry; and
- macroeconomic, political and other conditions in China and elsewhere.

If we cannot obtain sufficient capital to meet our capital expenditure needs, we may not be able to execute our growth strategies and our business, results of operations and prospects may be materially and adversely affected.

Our costs and expenses, such as research and development expenses, may increase and our results of operations may be adversely affected.

The operation of our extensive resource discovery network and cloud computing business require significant upfront capital expenditures as well as continual, substantial investment in content, technology and infrastructure. Since inception, we have invested substantially in research and development to maintain our technology leadership, and in equipment to increase our network capacity. We expect our research and development expenses to increase in the near term as we continue to expand our research and development team to develop new products and update existing products, particularly as we continue devoting resources in the development of our cloud computing business and the development and updating of our mobile products. Most of our capital expenditures, such as expenditures on servers and other equipment, are based upon our estimation of potential future demand and we are generally required to pay the entire purchase price and license fees upfront. As a result, our cash flow may be negatively affected in the periods in which such payments are made. We may not be able to quickly generate sufficient revenue from such expenditures, which may negatively affect our results of operations within certain periods thereafter; and if we over-estimate future demand for our services, we may not be able to achieve expected rates of return on our capital expenditures, or at all.

In addition, bandwidth and other costs are subject to change and are determined by market supply and demand. For example, the market prices for professionally produced digital media content have increased significantly in China during the past few years, and there have been increases in the relevant license fees. In addition, if bandwidth and other providers cease their business with us or raise the prices of their products and services, we will incur additional costs to find alternative service providers or to accept the increased costs in order to provide our services, although we expect that crowdsourced capacity obtained through our cloud computing services may offset some of our bandwidth costs. If we cannot pass on our costs and expenses to our users, or if our costs to deliver our services do not decline commensurate with any future declines in the prices we charge our users, our results of operations may be adversely affected and we may fail to achieve profitability.

If we are unable to collect accounts receivable in a timely manner or at all, our financial condition, results of operations and prospects may be materially and adversely affected.

We generate a vast majority of our advertising revenue from a limited number of third-party advertising platforms such as Guangdiantong. We typically enter into advertising agreements with third-party advertising platforms. Under these agreements, advertising fees are paid to us by the advertising platforms after we deliver our services. In addition to our online advertising services, we also generated a large portion of our revenue from the sales of CDN to our customers in 2018. As of December 31, 2018, we have a considerable portion of accounts receivable arising from the sales of CDN. Thus, the financial soundness of our advertisers and advertising agencies, as well as our customers purchasing CDN from us may affect our collection of accounts receivable. We make a credit assessment of our advertisers, advertising agencies and our CDN purchasers to evaluate the collectability of these service fees before entering into any business contracts. However, we cannot assure you that we are or will be able to accurately assess the creditworthiness of each advertising agency, advertiser or CDN purchaser, as applicable, and any inability of advertisers, advertising agencies or CDN purchasers, especially those that accounted for a significant percentage of our amounts receivables in the past, to pay us in a timely manner may adversely affect our liquidity and cash flows. For example, we made a provision for our accounts receivable of US$7.6 million in 2018 due to a CDN purchaser's prolonged overdue payment and its shutdown of operation. In addition, the online advertising market in China is dominated by a small number of large advertising agencies. If the large advertising agencies that we have business relationships with demand higher rebates for their agency services, our results of operations will be materially and adversely affected.

We had net operating cash outflows in 2017 and 2018 and may be subject to liquidity pressure in the future if we cannot generate sufficient cash from our operating activities in the future.

We had net operating cash outflows of US$14.2 million in 2017 and US$35.6 million in 2018. See "Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources – Operating activities" for reasons of such net operating cash outflows. We cannot guarantee we will always be able to generate positive and sufficient cash flows from operating activities in the future. If we have negative cash flows from operating activities in the future, our business, results of operations and liquidity may be adversely affected.

In addition, we are constructing a building which will be used as our research and development center and headquarters. We planned to invest a total of RMB600.0 million (US$87.4 million) for this construction project. In 2019, we entered into a loan facility agreement with a commercial bank to finance the construction project. The land use right and the building under construction were mortgaged to the bank and one of our subsidiaries also provided a guarantee to the bank. The maximum amount of loans we are able to take out is RMB400.0 million (US$58.2 million). In February 2019, we took out RMB50.0 million (US$7.3 million). We plan to take out the remaining RMB350.0 million (US$51.0 million) in the near future depending on the progress of the construction project. Although we had cash, cash equivalents and short-term investments of US$319.5 million as of December 31, 2018, we may be under liquidity pressure if we are unable to generate sufficient cash from our operating activities in the future or if the actual cost of the construction project goes beyond our estimated costs. In addition, we planned to complete the construction by 2021 and relocate to the new building afterwards. However, we cannot assure you that we will definitely be able to complete the construction by then due to a number of factors that are beyond our control. For example, the completion of the construction project is subject to government approval. We cannot guarantee you that relevant government authorities will grant us approval in our expected timeline. If we are unable to move into the new building as in our expected timeline, we will have to continue to pay office rental expenses. In addition, we may lease certain floors of the building to other parties and use the rental we receive to pay loan interest. If the new building cannot be put into use in our expected timeline, we will have to pay loan interest from our existing cash, which will increase our liquidity pressure. In the worst case scenario, if we are unable to repay the loan, the bank may foreclose our building. As a result, we may have to rent other office space to continue our business operations and incur additional costs. Furthermore, we engaged a reputable national construction company to construct the building and a professional real estate consulting firm to manage the process. Disputes between construction company/real estate consulting firm and us may arise during the construction process, which may cause delay to the completion of the construction project. If disputes materialize, we may have to initiate lawsuits or be sued. The lawsuit may divert our management's attention and subject us to additional costs.

We may not be able to successfully address the challenges and risks we face in the online games market, such as a failure to acquire and operate popular, high-quality games or to obtain all the licenses required to operate online games, which may subject us to penalties from relevant authorities, including the discontinuance of our online game business.

Our online game business used to consist of web game business, mobile game business, and MMOGs. In order to further develop our cloud computing business, we streamlined our overall business and disposed our web game business in January 2018. After the disposal, our online game business only operates mobile games and MMOGs. We have exclusive operating agreements with online game developers, under which we gain exclusive rights to certain online games. In addition to offering these games on our own websites, we also have the option of sub-licensing these games to other websites to diversify our game revenue stream. Exclusive arrangements of this type require more initial capital investment in acquiring operating rights for the games, and involve more business risks, such as risks associated with the potential failure to find appropriate sub-licensees for the games or failure to engage a sufficient number of game players to make these games profitable for us. If we are unable to generate sufficient revenues in these markets to obtain sufficient return for our investments, our future results of operations and financial condition could be materially and adversely affected.

In addition, to operate online games in China, a variety of permits and approvals are required. For example, publication of online games, music works and other internet publishing activities are subject to the regulation of the SAPPRFT, which requires operators of online games and other internet publishing services to obtain an internet publication license prior to providing any such services. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on internet publication." Shenzhen Xunlei has obtained an internet publication license for the publication of internet games. However, Shenzhen Xunlei's internet publication license does not include the publication of music works and other internet publishing activities. Applicable regulations also specify that each online game must be screened and approved in advance by SAPPRFT before it is allowed to be launched online. Also, an imported online game should be approved in advance by MOCT before its initial operation while a domestically developed online game should be filed with MOCT within 30 days of commencing operations. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on online games." We license from online game developers and operate massive multiplayer online games, or the MMOGs, and we share profits with these developers. We require developers of certain online games to obtain the requisite approvals from SAPPRFT, and make the filings with MOCT, for relevant online games. As of the date of this annual report, most of our online games currently in operation have obtained SAPPRFT's approval and completed filing with MOCT. However, we cannot assure you that we or such online game developers can obtain SAPPRFT's approvals or complete the filings with MOCT for all the games in a timely manner or at all. If we or such online game developers fail to obtain these licenses, approvals or filings in a timely manner or at all, the relevant authority may challenge the commercial operation of our online games and determine that we are in violation of the relevant laws and regulations regarding online games, it would have the power to, among other things, levy fines against us, confiscate our income generated from operation of our online games and require us to discontinue our online game business.

We operate in a competitive market and may not be able to compete effectively.

We face significant competition in different areas of our business. For example, although we currently have a leading presence in the China market for cloud acceleration products and services, we cannot guarantee that we will be able to maintain our leading position in the future. We may face competition from leading Chinese internet companies, such as Tencent and Baidu, if they start to allocate resources and focus on the development in this business sector. With more entrants into the cloud acceleration business, aggressive price cutting by competitors may result in the loss of our existing subscribers. We may have to take actions to retain our user base and attract more subscribers at significant cost, including upgrading and developing existing and new products and services in order to meet users' changing demand, but we cannot assure you that such efforts will succeed, especially given the tightening control over internet content by the Chinese government. See "—If we fail to keep up with the technological development in the internet industry and users' changing demand, our business, financial condition and results of operations may be materially and adversely affected." and "—Regulation and censorship of information disseminated over the internet in China have adversely affected our business and may continue to adversely affect our business, and we may be liable for the digital media content on our platform."

Some of our existing or potential competitors have a longer operating history and significantly greater financial resources than we do, and in turn may be able to attract and retain more users and advertisers. Our competitors may compete with us in a variety of ways, including by conducting brand promotions and other marketing activities and making acquisitions. If we are not able to effectively compete in any aspect of our business, which would have a material and adverse effect on our business, financial condition and results of operations.

Undetected programming errors or flaws or failure to maintain effective customer service could harm our reputation or decrease market acceptance of our services, particularly our resource discovery network, which would materially and adversely affect our results of operations.

Our programs may contain programming errors that may only become apparent after their release, especially in terms of upgrades to, for example, Xunlei Accelerator or cloud acceleration subscription services. We receive user feedback in connection with programming errors affecting their user experience from time to time, and such errors may also come to our attention during our monitoring process. However, we cannot assure you that we will be able to detect and resolve all these programming errors effectively or in a timely manner. Undetected programming errors or defects may adversely affect user experience and cause our users to stop using our services and our advertisers to reduce their use of our services, any of which could materially and adversely affect our business and results of operations.

Advertisements we display may subject us to penalties and other administrative actions.

Under PRC advertising laws and regulations, advertisement channels such as us are obligated to monitor the advertising content they display to ensure that such content is true, accurate and in full compliance with applicable laws and regulations. PRC advertising laws and regulations set forth certain content requirements for advertisements in the PRC including, among other things, prohibitions on false or misleading content, superlative wording, socially destabilizing content or content involving obscenities, superstition, violence, discrimination or infringement of the public interest. In April 2015 and October 2018, the SCNPC subsequently issued the amended Advertisement Law, which took effect on September 1, 2015 and October 26, 2018, to further strengthen the supervision and management of advertisement services. Pursuant to the Advertisement Law, any advertisement that contains false or misleading information to deceive or mislead consumers shall be deemed false advertising. Furthermore, the Advertisement Law explicitly stipulates detailed requirements for the content of several different kinds of advertisement, including advertisements for medical treatment, pharmaceuticals, medical instruments, health food, alcoholic drinks, education or training, products or services having an expected return on investment, real estate, pesticides, feed and feed additives, and some other agriculture-related advertisement. On July 4, 2016, SAIC issued the Interim Measures for the Administration of Internet Advertising to specifically regulate internet advertising activities. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on advertising business" for details. In providing advertising services, we are required to review the supporting documents provided to us by advertising agencies or advertisers for the relevant advertisements and verify that the content of the advertisements complies with applicable PRC laws and regulations. Prior to distributing advertisements that are subject to government censorship and approval, we are obligated to verify that such censorship has been performed and approval has been obtained. Violation of these regulations may result in penalties, including fines, confiscation of advertising income, orders to eliminate the effect of illegal advertisement and cessation of publishing the advertisement. In circumstances involving serious violations, the State Administration for Industry and Commerce, or the SAIC, or its local branches may revoke violators' licenses or permits for their advertising business operations.

To fulfill these monitoring functions specified by the PRC laws and regulations set forth above, we employ several measures. Almost all of our advertising contracts require that advertising agencies or advertisers that contract with us: (i) ensure the advertising content provided to us is true, accurate and in full compliance with PRC laws and regulations; (ii) ensure such content does not infringe any third-party's rights and interests; and (iii) indemnify us for any liabilities arising from such advertising content. In addition, a team of our employees reviews all advertising materials to ensure the content does not violate relevant laws and regulations before displaying such advertisements. However, we cannot assure you that all the content contained in such advertisements is true and accurate as required by the advertising laws and regulations, especially given the uncertainty in the application of these laws and regulations. If we are found to be in violation of applicable PRC advertising laws and regulations in the future, we may be subject to penalties and our reputation may be harmed, which may have a material and adverse effect on our business, financial condition and results of operations.

We face risks relating to third parties' billing and payment systems.

The billing and payment systems of third parties such as online third-party payment processors help us maintain accurate records of payments of sales proceeds by certain subscribers and other paying users and collect such payments. Our business and results of operations could be adversely affected if these third parties fail to accurately account for or calculate the revenues generated from the sales of our products and services. Moreover, if there are security breaches or failure or errors in the payment process of these third parties, user experience may be affected and our business results may be negatively impacted.

The channels for the payment of our services and products typically comprise third-party online system, fixed phone line and mobile phone payment. A significant portion of the payments have been made through our online payment system since 2014. Although we have been able to control our payment handling charges by encouraging our subscribers to use the third-party online system which charges relatively lower levels of handling fees compared with other payment channels, the subscribers may change their habits to make payments through mobile phones or other distribution channels with higher costs. If more and more subscribers use the mobile phone as their payment channels and the cost remains unchanged or even increases in the future, or if we fail to minimize the associated payment handling charges, our results of operations may be adversely affected.

We also do not have control over the security measures of our third-party payment service providers, and security breaches of the online payment systems that we use could expose us to litigation and possible liability for failing to secure confidential customer information and could, among other things, damage our reputation and the perceived security of all of the online payment systems we use. In addition, there may be billing software errors that would damage customer confidence in these payment systems. If any of the above were to occur, we may lose paying users and users may be discouraged from purchasing our products, which may have an adverse effect on our business and results of operations.

Third-party e-commerce platform is a major way for us to sell our OneThing Cloud and collect payments. If we fail to maintain our relationship with third-party e-commerce platform, the sales of our OneThing Cloud and our cloud computing business may be adversely affected.

In addition to our proprietary distribution channels, we also sell our OneThing Cloud through a major third-party e-commerce platform in China and collect payments from such platform. We are subject to its standard terms and conditions for selling product through its platform, which govern placing of purchase order, transportation and delivery of products, sales returns and payment settlement. If we violate, or if the platform provider believes that we have violated, its terms and conditions, it may discontinue or limit our access to that platform, which could harm the sales of our OneThing Cloud and our cloud computing business.

Disputes with the third-party platform, such as disputes relating to fee arrangements and billing issues, may also arise from time to time and we cannot assure you that we will be able to resolve such disputes in a timely manner or at all. If our collaboration with the third-party platform terminates for any reason, we may not be able to find a replacement in a timely manner at terms acceptable to us or at all and the sales of our OneThing Cloud may be adversely affected. Any failure on our part to maintain good relationships with the third-party e-commerce platform, the sales of our OneThing Cloud could decline, which will have an adverse effect on our business, financial condition and results of operations.

If the e-commerce platform, through which we sell our OneThing Cloud, loses its market position or is no longer popular with users, our ability to reach more users will be limited. In addition, we would need to identify alternative channels for marketing and selling our OneThing Cloud, which would consume additional resources and may not be effective.

We do not have internal manufacturing capabilities and rely on several contract manufacturers to produce our products. If we encounter issues with these contract manufacturers, our business, brand and results of operations could be harmed.

We do not maintain our own manufacturing capabilities and rely on contract manufactures to produce our products. We assign the production of OneThing Cloud to a number of manufacturers. We may experience operational difficulties with our manufacturers, including reductions in the availability of production capacity, failures to comply with product specifications, insufficient quality control, failures to meet production deadlines, increases in manufacturing costs. Our manufacturers may experience disruptions in their manufacturing operations due to equipment breakdowns, labor strikes or shortages, natural disasters, component or material shortages, cost increases or other similar problems. In addition, we may not be able to renew contracts with our contract manufacturers or identify alternative manufacturers in a timely manner at terms acceptable to us. If any of the above were to happen, our manufacturing of OneThing Cloud and our cloud computing business may be adversely affected.

We are susceptible to supply shortages, long lead time for raw materials and components, and supply changes, any of which could disrupt our supply chain and have a material adverse impact on our results of operation because some of the key components of our products come from a limited number or a single source of supply.

All of the components and raw materials used to produce OneThing Cloud are sourced from third-party suppliers, and some of these components are sourced from a limited number of or a single supplier. Therefore, we are subject to risks of shortages or discontinuation in supply, cost increases and quality control issues with the limited sources of suppliers. We may in the future experience component shortages. In the event of a component shortage or supply interruption from suppliers of key components, we will need to identify alternate sources of supply, which can be time-consuming, difficult and costly. We may not be able to source these components on terms that are acceptable to us, or at all, which may undermine our ability to meet our production requirements or to fill our orders in a timely manner. This could cause delays in delivery of our products, harm our relationships with our customers, distributors and users, and adversely affect our results of operations.

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

We have granted share-based compensation awards, including share options and restricted shares, to various employees, key personnel and other non-employees to incentivize performance and align their interests with ours. We adopted a share incentive plan on December 30, 2010, or the 2010 Plan, a second share incentive plan on November 18, 2013, as supplemented, or the 2013 Plan, and a third share incentive plan on April 24, 2014, as supplemented, or the 2014 plan. Under the 2010 Plan, we are authorized to issue a maximum number of 26,822,828 common shares of our company upon exercise of the options or other types of awards (excluding an aggregate of 8,410,200 shares already issued to the directors who are our founders upon exercise of founder options, which were not granted pursuant to the 2010 Plan). As of March 31, 2019, options to purchase a total of 10,978,050 common shares and 7,788,315 restricted shares (excluding those forfeited) have been granted and outstanding to certain executive officers and other employees under the 2010 Plan. Under the 2013 Plan, we are authorized to issue a maximum number of 9,073,732 common shares to members of our senior management, counsel or consultant to our company. As of March 31, 2019, 7,071,370 restricted shares (excluding those forfeited) have been granted to certain executive officers and other employees under the 2013 Plan. Under the 2014 Plan, we are authorized to issue a maximum number of 14,195,412 common shares to our directors, officers, employees and advisors or consultants to our company. As of March 31, 2019, 9,341,350 restricted shares (excluding those forfeited) have been granted to certain executive officers and other employees under the 2014 Plan. As of March 31, 2019, our unrecognized share-based compensation expenses relating to the awards granted under each of the 2010 Plan, the 2013 Plan and the 2014 Plan amounted to US$11.6 million, US$0.4 million and US$2.3 million, respectively. See “Item 6. Directors, Senior Management and Employees—B. Compensation—Share incentive plans” for details.

We will issue the equivalent number of common shares upon the vesting and exercise of these options. The amount of these expenses is based on the fair value of the share-based compensation award we granted. The expenses associated with share-based compensation have affected our net income and may reduce our net income in the future, and any additional securities issued under share-based compensation schemes will dilute the ownership interests of our shareholders, including holders of our ADSs. We believe the granting of incentive awards is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant stock options, restricted shares and other share awards to employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

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

Our success depends on the continual efforts and services of our senior management team. If one or more of our executives or other key personnel are unable or unwilling to continue to provide services to us, we may not be able to find suitable replacements easily or at all. Competition for management and key personnel in our industry is intense and the pool of qualified candidates is limited. We may not be able to retain the services of our executives or key personnel, or attract and retain experienced executives or key personnel in the future. If any of our executive officers or key employees joins a competitor or forms a competing company, we may lose advertisers, know-how and key professionals and staff members. Each of our executive officers has entered into an employment agreement (including a non-compete provision) with us. However, if any dispute arises between us and our executives or key employees, these agreements may not be enforceable in China, where these executives and key employees reside, in light of uncertainties with China’s legal system.

In addition, while we often grant additional incentive shares to management personnel and other key employees after their hire dates, the initial grants are usually much larger than subsequent grants. Employees may be more likely to leave us after their initial incentive share grant fully vests, especially if the value of the incentive shares has significantly appreciated in value relative to the exercise price. If any member of our senior management team or other key personnel leaves our company, our ability to successfully operate our business and execute our business strategy could be impaired.

We may not be able to effectively identify or pursue targets for acquisitions or investment, even if we complete such transactions, we may be unable to successfully integrate the acquired businesses into, or realize anticipated benefits to, our business, and our equity investments may suffer impairment loss as a result of unsatisfactory target company performance, each of which may adversely affect our growth and results of operations.

We have in the past and may in the future selectively acquire or invest in other businesses, including those that complement our existing business. We may not, however, be able to identify suitable targets for acquisitions or investments in the future. Even if we are able to identify suitable candidates, we may be unable to complete a transaction on terms commercially acceptable to us. If we fail to identify appropriate candidates or complete the desired transactions, our growth may be impeded. If the target companies we invest in produce unsatisfactory results, we may suffer impairment loss in our equity investment.

Even if we complete the desired acquisitions or investment, such acquisitions and investment may expose us to new operational, regulatory, market and geographic risks and challenges, including:

- diversion of our management's attention and other resources from our existing business;
- our inability to maintain the key business relationships and the reputation of the businesses we acquire or invest in;
- our inability to retain key personnel of the acquired or invested company;
- uncertainty of entry into markets in which we have limited or no prior experience and in which competitors have stronger market positions;
- failure to comply with laws and regulations as well as industry or technical standards of the markets into which we expand;
- our dependence on unfamiliar affiliates and partners of the companies we acquire or invest in;
- unsatisfactory performance of the businesses we acquire or invest in;
- our responsibility for the liabilities associated with the businesses we acquire, including those that we may not anticipate;
- goodwill impairment risks associated with the businesses that we acquire;
- our inability to integrate acquired technology into our business and operations;
- our inability to develop and maintain a successful business model and to monetize and generate revenues from the businesses we acquire; and
- our inability to maintain internal standards, controls, procedures and policies.

Any of these events could disrupt our ability to manage our business. These risks could also result in our failure to derive the intended benefits of the acquisitions or investments, and we may be unable to recover our investment in such initiatives or may have to recognize impairment charges as a result.

Furthermore, the financing and payment arrangements we use in any acquisition could have a negative impact on you as an investor, because if we issue shares in connection with an acquisition, your holdings could be diluted. Moreover, if we take on significant debt to finance such acquisitions, we would incur additional interest expenses, which would divert resources from our working capital and potentially have a material adverse impact on our results of operations.

Strategic alliances, investments or acquisitions may have a material and adverse effect on our business, reputation, results of operations and financial condition.

We may enter into strategic alliances with various third parties to further our business purposes from time to time. Strategic alliances with third parties could subject us to a number of risks, including risks associated with sharing proprietary information, non-performance by the counterparty, and an increase in expenses incurred in establishing new strategic alliances, any of which may materially and adversely affect our business. We may have little ability to control or monitor their actions. To the extent the third parties suffer negative publicity or harm to their reputations from events relating to their business, we may also suffer negative publicity or harm to our reputation by virtue of our association with such third parties.

We have in the past invested in or acquired additional assets, technologies or businesses that are complementary to our existing business. If we are presented with appropriate opportunities, we may continue to do so in the future. Investments or acquisitions and the subsequent integration of new assets and businesses into our own would require significant attention from our management and could result in a diversion of resources from our existing business, which in turn could have an adverse effect on our business operations. The costs of identifying and consummating investments and acquisitions may be significant. We may also incur significant expenses in obtaining necessary approvals from relevant government authorities in China and elsewhere in the world. In addition, investments and acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities and exposure to potential unknown liabilities or legal risks of the acquired business. The cost and duration of integrating newly acquired businesses could also materially exceed our expectations. Any such negative developments could have a material adverse effect on our business, financial condition and results of operations.

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

The industries in which we operate, including the mobile internet industry, may be affected by economic downturns. For example, a prolonged slowdown in the world economy, including in the Chinese economy, may lead to a reduced amount of mobile internet advertising, which could materially and adversely affect our business, financial condition and results of operations. In addition, certain of our products and services may be viewed as discretionary by our users, who may choose to discontinue or reduce spending on such products and services during an economic downturn. In such an event, our ability to retain existing users and increase new users will be adversely affected, which would in turn negatively impact our business and results of operations.

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

Our operations depend on the performance of the internet infrastructure in China.

The successful operation of our business depends on the performance of the internet infrastructure and telecommunications networks in China. In China, almost all access to the internet is maintained through state-owned telecommunications operators under the administrative control and regulatory supervision of the MIIT. Moreover, we have entered into contracts with various subsidiaries of a limited number of telecommunications service providers in each province for network-related services. On the one hand, if the internet industry in China does not grow as quickly as expected, our business and operations will be negatively affected. We have limited access to alternative networks or services in the event of disruptions, failures or other problems with China’s internet infrastructure or the telecommunications networks provided by telecommunications service providers. In addition, our network and website regularly serve a large number of users and advertisers. With the expansion of our business, we may be required to upgrade our technology and infrastructure to keep up with the increasing traffic on our website. However, we have no control over the costs of the services provided by telecommunications service providers. If the prices we pay for telecommunications and internet services rise significantly, our results of operations may be materially and adversely affected. If internet access fees or other charges to internet users increase, our user traffic may decline and our business may be harmed. On the other hand, if the internet industry grows faster than expected and we cannot react to the market demand in a timely manner in terms of our research and development effort, the user experience and the attractiveness of our services may be harmed, which will negatively impact our business and results of operations.

If we fail to implement and maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud or fail to meet our reporting obligations, and investor confidence in our company and the market price of our ADSs may be adversely affected.

We are subject to reporting obligations under the U.S. securities laws. The SEC, as required under Section 404 of the Sarbanes-Oxley Act of 2002, adopted rules requiring every public company to include a management report on such company's internal control over financial reporting in its annual report, which contains management's assessment of the effectiveness of our internal control over financial reporting. However, we were not subject to the requirement to provide attestation by our independent registered public accounting firm on effectiveness of internal control over financial reporting for the year ended December 31, 2018 as we qualified as an "emerging growth company," as defined in the JOBS Act, as of December 31, 2018.

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this annual report, as required by Rule 13a-15(b) under the Exchange Act. Our management has concluded that our internal control over financial reporting was effective as of December 31, 2018 due to the actions we have taken to remediate one material weakness, one significant deficiency and some of other control deficiencies identified previously in our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness was related to a lack of accounting resources in U.S. GAAP and SEC reporting requirements, and the significant deficiency identified related to a lack of documented comprehensive U.S. GAAP accounting manuals and financial reporting procedures and the lack of related implementation controls. Following the identification of the material weakness and control deficiencies, we have taken a series of measures to remediate the material weakness and control deficiencies. See "Item 15. Controls and Procedures" for more details of the remedial measures we have taken. As a result of the measures we have taken, our management concluded that we have remediated the material weakness. However, there is no assurance that we will not have any material weakness in the future. Failure to discover and address any control deficiencies could result in inaccuracies in our financial statements and impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. Moreover, ineffective internal control over financial reporting could significantly hinder our ability to prevent fraud.

During the course of documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404, we may identify other material weaknesses and deficiencies in our internal control over financial reporting. In addition, if we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations, and lead to a decline in the trading price of our ADSs. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list, regulatory investigations and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods.

In addition, once we cease to be an "emerging growth company" as such term is defined in the JOBS Act, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Even if our management concludes that our internal control over financial reporting is effective in the future, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. In addition, our reporting obligations may place a significant strain on our management, operational and financial resources and systems for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation.

We have limited business insurance coverage and any uninsured business disruption may have an adverse effect on our results of operations and financial condition.

Insurance companies in China currently do not offer as extensive an array of insurance products as insurance companies do in more developed economies. We have limited business liability or disruption insurance to cover our operations. Any uninsured occurrence of business disruption may result in our incurring substantial costs and the diversion of resources, which could have an adverse effect on our results of operations and financial condition.

We face risks related to natural disasters such as earthquakes and health epidemics and other outbreaks, which could significantly disrupt our operations.

Our operations may be vulnerable to interruption and damage from natural and other types of catastrophes, including earthquakes, fire, floods, hail, windstorms, severe winter weather (including snow, freezing water, ice storms and blizzards), environmental accidents, power loss, communications failures, explosions, man-made events such as terrorist attacks and similar events. Due to their nature, we cannot predict the incidence, timing and severity of catastrophes. If any such catastrophe or extraordinary event occurs in the future, our ability to operate our business could be seriously impaired. Such events could make it difficult or impossible for us to deliver our services and products to our users and could decrease demand for our products. As we do not carry property insurance and significant time could be required to resume our operations, our financial position and results of operations could be materially and adversely affected in the event of any major catastrophic event.

In addition, our business could be adversely affected by the outbreak of pandemics such as influenza A (H1N1), avian influenza, H7N9 or severe acute respiratory syndrome (SARS). Any occurrence of these pandemic diseases or other adverse public health developments in China or elsewhere could severely disrupt our staffing or the staffing of our business partners, including our advertisers, and otherwise reduce the activity levels of our work force and the work force of our business partners, causing a material and adverse effect on our business operations.

Risks Related to Our Corporate Structure

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

Current PRC laws and regulations place certain restrictions on foreign ownership of companies that engage in internet businesses, including the provision of online game and online advertising services. For example, foreign investors' equity interests in value-added telecommunication service providers, other than e-commerce service providers, may not exceed 50%, and the Provisions on the Administration of Foreign-Invested Telecommunications Enterprises (2016 Revision) requires that the major foreign investor in a value-added telecommunication service provider in China must have experience in providing value-added telecommunications services overseas and maintain a good track record. In addition, foreign investors are prohibited from investing in or operating entities engaged in, among others, internet cultural operating service (including online game operation services), internet news service, and online transmission of audio-visual programs service. We are a Cayman Islands company and Giganology (Shenzhen) Ltd., or Giganology Shenzhen and Xunlei Computer (Shenzhen) Co., Ltd., or Xunlei Computer, our PRC subsidiaries, are considered foreign-invested enterprises. Accordingly, neither of these two PRC subsidiaries is eligible to provide value-added telecommunication services and the aforementioned internet related services in China. As a result, we conduct our operations in China principally through contractual arrangements among Giganology Shenzhen and Shenzhen Xunlei and its shareholders. Shenzhen Xunlei or its subsidiaries hold the licenses and permits necessary to conduct our resource discovery network, online advertising, online games, cloud computing and related businesses in China, and Shenzhen Xunlei hold various operating subsidiaries that conduct a majority of our operations in China. Our contractual arrangements with Shenzhen Xunlei and its shareholders enable us to exercise effective control over Shenzhen Xunlei and Shenzhen Xunlei's operating subsidiaries and hence treat them as our consolidated entities and consolidate their results. For a detailed discussion of these contractual arrangements, see "Item 4. Information on the Company—C. Organizational Structure."

We cannot assure you, however, that we will be able to enforce these contracts. Although we have been advised by King & Wood Mallesons, our PRC legal counsel, that each contract under these contractual arrangements with Shenzhen Xunlei and its shareholders is valid, binding and enforceable under current PRC laws and regulations, we cannot assure you that the PRC government would agree that these contractual arrangements comply with PRC licensing, registration or other regulatory requirements, with existing policies or with requirements or policies that may be adopted in the future. PRC laws and regulations governing the validity of these contractual arrangements are uncertain and the relevant government authorities have broad discretion in interpreting these laws and regulations. If the PRC government determines that we do not comply with applicable laws and regulations, it could revoke our business and operating licenses, require us to discontinue or restrict our operations, impose fines, restrict our right to collect revenues, block our website, require us to restructure our operations, impose additional conditions or requirements with which we may not be able to comply, or take other regulatory or enforcement actions against us that could be harmful to our business. The imposition of any of these penalties would result in a material and adverse effect on our ability to conduct our business.

We rely on contractual arrangements with our variable interest entity in China and its shareholders for our operations, which may not be as effective as direct ownership in providing operational control the variable interest entity and its subsidiaries.

Since PRC laws restrict foreign equity ownership in companies engaged in internet business in China, we rely on contractual arrangements with Shenzhen Xunlei, our VIE, and the shareholders of Shenzhen Xunlei to operate our business in China. If we had direct ownership of Shenzhen Xunlei, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of Shenzhen Xunlei, which in turn could effect changes at the management level, subject to any applicable fiduciary obligations. However, under the current contractual arrangements, we rely on Shenzhen Xunlei and its shareholders' performance of their contractual obligations to exercise effective control. In addition, our operating contract with Shenzhen Xunlei has a term of ten years, which is subject to Giganology Shenzhen's unilateral termination right and may be extended as requested by Giganology Shenzhen. In general, none of Shenzhen Xunlei or its shareholders may terminate the contracts prior to the expiration date. However, the shareholders of Shenzhen Xunlei may not act in the best interests of our company or may not perform their obligations under these contracts, including the obligation to renew these contracts when their initial contract term expires. Such risks exist throughout the period in which we intend to operate our business through the contractual arrangements with Shenzhen Xunlei. We may replace the shareholders of Shenzhen Xunlei at any time pursuant to our contractual arrangements with Shenzhen Xunlei and its shareholders. However, if any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and courts and therefore will be subject to uncertainties in the PRC legal system. See "—Any failure by Shenzhen Xunlei or its shareholders to perform their obligations under our contractual arrangements with them may have a material adverse effect on our business" and "Item 4. Information on the Company—C. Organizational Structure." Therefore, these contractual arrangements may not be as effective as direct ownership in providing us with control over Shenzhen Xunlei.

Any failure by Shenzhen Xunlei or its shareholders to perform their obligations under our contractual arrangements with them may have a material adverse effect on our business.

Shenzhen Xunlei or its shareholders may fail to take certain actions required for our business or follow our instructions despite their contractual obligations to do so. If they fail to perform their obligations under their respective agreements with us, we may have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, which may not be effective. As of the date of this annual report, Mr. Sean Shenglong Zou, our co-founder and director, owned 76% of the equity interest in Shenzhen Xunlei, our variable interest entity. Under the equity pledge agreement among Giganology Shenzhen and the shareholders of Shenzhen Xunlei, as amended, the shareholders of Shenzhen Xunlei have pledged all of their equity interests in Shenzhen Xunlei to Giganology Shenzhen to guarantee Shenzhen Xunlei and its shareholders' performance of their respective obligations under the related contractual arrangements. In addition, the shareholders of Shenzhen Xunlei have completed the registration of equity pledge under the equity pledge agreement with the competent governmental authority. If any of the shareholders of Shenzhen Xunlei, especially Mr. Sean Shenglong Zou due to his significant equity interest in Shenzhen Xunlei, fails to perform his or her obligations under the contractual arrangements, we may have to enforce these agreements to transfer his or her equity interests to another appointee of Giganology Shenzhen.

Moreover, the exercise of call options under the equity interests disposal agreement, the intellectual properties purchase option agreement and certain other contractual arrangements will be subject to the review and approval of competent governmental authorities and incur additional expenses.

All of these contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in the PRC. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. The legal environment in the PRC is not as developed as in certain other jurisdictions, such as the United States. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements, which may make it difficult to exert effective control over our variable interest entity and its subsidiaries, and our ability to conduct our business may be adversely affected.

Contractual arrangements with our variable interest entity may result in adverse tax consequences to us.

Under applicable PRC tax laws and regulations, arrangements and transactions among related parties may be subject to audit or scrutiny by the PRC tax authorities within ten years after the taxable year when the arrangements or transactions are conducted. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on tax—PRC enterprise income tax." We could face material and adverse tax consequences if the PRC tax authorities were to determine that the contractual arrangements among Giganology Shenzhen, our wholly-owned subsidiary in China, and Shenzhen Xunlei, our variable interest entity in China and its shareholders, as well as the intellectual property framework agreement between Xunlei Computer and Shenzhen Xunlei were not entered into on an arm's-length basis and therefore constituted unfavorable transfer pricing arrangements. Unfavorable transfer pricing arrangements could, among other things, result in an upward adjustment on taxation, and the PRC tax authorities may impose interest on late payments on Shenzhen Xunlei, for the adjusted but unpaid taxes. Our results of operations may be materially and adversely affected if Shenzhen Xunlei's tax liabilities increase significantly or if it is required to pay interest on late payments.

The shareholders of Shenzhen Xunlei may have potential conflicts of interest with us, which may materially and adversely affect our business.

Sean Shenglong Zou, Hao Cheng, Fang Wang, Jianming Shi and Guangzhou Shulian Information Investment Co., Ltd. are shareholders of Shenzhen Xunlei. We provide no incentives to the shareholders of Shenzhen Xunlei for the purpose of encouraging them to act in our best interests in their capacity as the shareholders of Shenzhen Xunlei. We may replace the shareholders of Shenzhen Xunlei at any time pursuant to the currently effective equity option agreements between us and these shareholders.

As a director and/or executive officer of our company, Mr. Zou and Mr. Cheng each has a duty of loyalty and care to us under Cayman Islands law. We are not aware that other publicly listed companies in China with a similar corporate and ownership structure as ours have brought conflicts of interest claims against the shareholders of their respective variable interest entities. However, we cannot assure you that when conflicts arise, the shareholders of Shenzhen Xunlei will act in the best interests of our company or that conflicts will be resolved in our favor. If we cannot resolve any conflicts of interest or disputes between us and the shareholders of Shenzhen Xunlei, we would have to rely on legal proceedings, which may be expensive, time-consuming and disruptive to our operations. There is also substantial uncertainty as to the outcome of any such legal proceedings.

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

We are a holding company and we may rely principally on dividends and other distributions on equity paid by our wholly-owned PRC subsidiaries including Giganology Shenzhen and Xunlei Computer, for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If Giganology Shenzhen incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us. In addition, the PRC tax authorities may require us to adjust our taxable income under the contractual arrangements Giganology Shenzhen currently has in place with Shenzhen Xunlei, our variable interest entity, as well as the intellectual property framework agreement between Xunlei Computer and Shenzhen Xunlei, in a manner that would materially and adversely affect its ability to pay dividends and other distributions to us. As of December 31, 2018, we had cash or cash equivalents of approximately RMB247.3 million (US$36.0 million) and US$32.8 million located within the PRC, of which RMB121.2 million (US$17.7 million) and US$30.0 million is held by Shenzhen Xunlei and its subsidiaries. The transfer of all the cash or cash equivalents is subject to PRC government's restrictions on currency conversion.

Under PRC laws and regulations, Giganology Shenzhen and Xunlei Computer, as wholly foreign-owned enterprises in the PRC, may pay dividends only out of its accumulated after-tax profits as determined in accordance with PRC accounting standards and regulations. In addition, wholly foreign-owned enterprises such as Giganology Shenzhen and Xunlei Computer are required to set aside at least 10% of their accumulated after-tax profits each year, if any, to fund certain statutory reserve funds, until the aggregate amount of such a fund reaches 50% of their respective registered capital. At their discretion, wholly foreign-owned enterprises may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends. Any limitation on the ability of Giganology Shenzhen and Xunlei Computer to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. See also "—Risks related to doing business in China—Our global income may be subject to PRC taxes under the PRC EIT Law, which may have a material adverse effect on our results of operations."

PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from making loans to our PRC subsidiaries and variable interest entity and its subsidiaries or making additional capital contributions to our PRC subsidiaries, which may materially and adversely affect our liquidity and our ability to fund and expand our business.

We may (i) make additional capital contributions to our PRC subsidiaries, (ii) establish new PRC subsidiaries and make capital contributions to these new PRC subsidiaries, (iii) make loans to our PRC subsidiaries or variable interest entity and its subsidiaries, or (iv) acquire offshore entities with business operations in China in an offshore transaction. However, most of these uses are subject to PRC regulations and approvals. For example:

- capital contributions to our PRC subsidiaries, whether existing ones or newly established ones, must complete the record-filing procedures by the Ministry of Commerce or its local counterparts;

- loans by us to our PRC subsidiaries, which are foreign-invested enterprises, to finance their respective activities cannot exceed statutory limits and must be registered with the PRC State Administration of Foreign Exchange, or SAFE, or its local branches; and

- loans by us to our variable interest entity, which is a domestic PRC entity, may not exceed the statutory limit, and any medium or long-term loan we extend to our variable interest entity must be recorded and registered by the National Development and Reform Commission and SAFE or its local branches.

On August 29, 2008, SAFE promulgated the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign Invested Enterprises, or SAFE Circular No. 142, regulating the conversion by a foreign-invested enterprise of foreign currency registered capital into Renminbi by restricting how the converted Renminbi may be used. SAFE Circular No. 142 provides that the Renminbi capital converted from foreign currency registered capital of a foreign-invested enterprise may only be used for purposes within the business scope approved by the applicable governmental authority and unless otherwise provided by law, such Renminbi capital may not be used for equity investments within the PRC. SAFE also strengthened its oversight of the flow and use of the Renminbi capital converted from foreign currency registered capital of a foreign-invested company. The use of such Renminbi capital may not be altered without SAFE approval, and such Renminbi capital may not in any case be used to repay Renminbi loans if the proceeds of such loans have not been used. Violations of SAFE Circular No. 142 could result in severe monetary or other penalties. On March 30, 2015, SAFE issued SAFE Circular No. 19, which took effect and replaced SAFE Circular No. 142 as of June 1, 2015 and the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Policy on the Management of Foreign Exchange Settlement under Capital Account, or SAFE Circular No. 16, which became effective on June 9, 2016. Although SAFE Circular No. 19 and SAFE Circular No. 16 allow for the use of RMB converted from the foreign currency denominated capital for equity investments in the PRC, the restrictions will continue to apply as to foreign-invested enterprises' use of the converted RMB for purposes beyond the business scope, for the loans to non-associated companies or issuing inter-company RMB loans.

We may lose the ability to use and enjoy assets held by our variable interest entity and its subsidiaries that are important to the operation of our business if any of such entities goes bankrupt or becomes subject to a dissolution or liquidation proceeding.

As part of our contractual arrangements with our variable interest entity, our variable interest entity and its subsidiaries hold certain assets that are important to the operation of our business, including patents for the proprietary technology and related domain names and trademarks. If any of our variable interest entity or its subsidiaries goes bankrupt and all or part of its assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our business activities, which could materially and adversely affect our business, financial condition and results of operations. Under the contractual arrangements, our variable interest entity and its subsidiaries may not, in any manner, sell, transfer, mortgage or dispose of their assets or legal or beneficial interests in the business without our prior consent. If our variable interest entity undergoes a voluntary or involuntary liquidation proceeding, the unrelated third-party creditors may claim rights to some or all of these assets, thereby hindering our ability to operate our business, which could materially and adversely affect our business, financial condition and results of operations.

Uncertainties exist with respect to the interpretation and implementation of the newly enacted PRC Foreign Investment Law and how it may impact the viability of our current corporate structure, corporate governance and business operations.

On March 15, 2019, the National People's Congress enacted the Foreign Investment Law, which will come into effect on January 1, 2020 and replace the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. The Foreign Investment Law embodies an expected PRC regulatory trend to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic investments. However, since it is relatively new, uncertainties still exist in relation to its interpretation and implementation. For instance, under the Foreign Investment Law, "foreign investment" refers to the investment activities directly or indirectly conducted by foreign individuals, enterprises or other entities in China. Though it does not explicitly classify contractual arrangements as a form of foreign investment, there is no assurance that foreign investment via contractual arrangement would not be interpreted as a type of indirect foreign investment activities under the definition in the future. In addition, the definition contains a catch-all provision which includes investments made by foreign investors through means stipulated in laws or administrative regulations or other methods prescribed by the State Council. Therefore, it still leaves leeway for future laws, administrative regulations or provisions promulgated by the State Council to provide for contractual arrangements as a form of foreign investment. In any of these cases, it will be uncertain whether our contractual arrangements will be deemed to be in violation of the market access requirements for foreign investment under the PRC laws and regulations. Furthermore, if future laws, administrative regulations or provisions prescribed by the State Council mandate further actions to be taken by companies with respect to existing contractual arrangements, we may face substantial uncertainties as to whether we can complete such actions in a timely manner, or at all. Failure to take timely and appropriate measures to cope with any of these or similar regulatory compliance challenges could materially and adversely affect our current corporate structure, corporate governance and business operations.

Risks Related to Doing Business in China

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

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

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

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

These measures may cause decreased economic activity in China, which may adversely affect our business and operating results.

Regulation and censorship of information disseminated over the internet in China have adversely affected our business and may continue to adversely affect our business, and we may be liable for the digital media content on our platform.

China has strict regulations governing telecommunication service providers, internet and wireless access and the distribution of news and other information. Under these regulations, internet content providers, or ICPs, like us are prohibited from posting or displaying over the internet or wireless networks content that, among other things, violates PRC laws and regulations. If an ICP finds that prohibited content is transmitted on its website or stored in its system, it must terminate the transmission of such information or delete such information immediately and keep records and report to relevant authorities. Failure to comply with these requirements could lead to the revocation of the VATS License, which is required for our ICP services and other required licenses and the closure of the offending websites, and cloud network operators or website operators may also be held liable for prohibited content displayed on, retrieved from or linked to such network or website. However, efforts to constantly self-monitor in order to comply with these requirements could negatively impact user experience and lead to a decline in user numbers.

The Chinese government intensified its efforts to remove inappropriate content disseminated over the internet and wireless networks, and our efforts to monitor content on our platform and website led to a decline in subscriber numbers in the past few years. In April 2014, the Chinese government initiated a campaign to enhance and enforce its scrutiny on internet content in China, particularly for pornographic content, and various websites were subject to penalties and in some cases outright suspension of website operations. We regularly conducted internal compliance investigation to ensure that the content transmitted by our products is in compliance with the standards set out by the authorities. To date, we have deleted millions of cached files, blocked over one million digital files and added thousands of key words to our automatic keyword filtration system. In addition, we permitted temporary suspension of services by about 192,000 existing subscribers as of the end of 2018. We may experience still further decline in user and subscriber numbers as we continue in our efforts to comply with the rules and regulations of the Chinese government.

We are subject to changing law and regulations regarding regulatory matters, corporate governance and public disclosure that have increased both our costs and the risk of non-compliance.

We are subject to rules and regulations by various governing bodies, including, for example, the Securities and Exchange Commission, which is charged with the protection of investors and the oversight of companies whose securities are publicly traded, and the various regulatory authorities in China and the Cayman Islands, and to new and evolving regulatory measures under applicable law. Our efforts to comply with new and changing laws and regulations have resulted in and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities.

Moreover, because these laws, regulations and standards are subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to our disclosure and governance practices. If we fail to address and comply with these regulations and any subsequent changes, we may be subject to penalty and our business may be harmed.

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

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

Over the past three decades, the PRC government has enacted legislation that has significantly enhanced the protections afforded to various forms of foreign investments in China. However, China has not developed a fully integrated legal system, and recently enacted laws and regulations may not sufficiently cover all aspects of economic activities in China. In particular, the interpretation and enforcement of these laws and regulations involve uncertainties. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. These uncertainties may affect our judgment on the relevance of legal requirements and our ability to enforce our contractual or tort rights. In addition, the regulatory uncertainties may be exploited through unmerited or frivolous legal actions or threats in attempts to extract payments or benefits from us.

Furthermore, the PRC legal system is based in part on government policies and internal rules, some of which are not published on a timely basis or at all and may have retroactive effect. As a result, we may not be aware of our violation of any of these policies and rules until sometime after the violation. In addition, any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention.

We believe that our patents, trademarks, trade secrets, copyrights, and other intellectual property are important to our business. We rely on a combination of patent, trademark, copyright and trade secret protection laws in China and other jurisdictions, as well as confidentiality procedures and contractual provisions to protect our intellectual property and our brand. Protection of intellectual property rights in China may not be as effective as in the United States or other jurisdictions, and as a result, we may not be able to adequately protect our intellectual property rights, which could adversely affect our revenues and competitive position.

We may be adversely affected by the complexity, uncertainties and changes in PRC regulations of internet-related business and companies.

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

- We only have contractual control over our resource discovery network and cloud computing. We do not own the resource discovery network and cloud computing due to the restriction of foreign investment in businesses providing value-added telecommunication services in China, including internet content provision or CDN services. This may significantly disrupt our business, subject us to sanctions, compromise enforceability of related contractual arrangements, or have other harmful effects on us.

- There are uncertainties relating to the regulation of the internet business in China, including evolving licensing practices and the requirement for real-name registrations. This means that permits, licenses or operations at some of our companies may be subject to challenge, or we may fail to obtain permits or licenses that may be deemed necessary for our operations or we may not be able to obtain or renew certain permits or licenses. If we fail to maintain any of these required licenses or approvals, we may be subject to various penalties, including fines and discontinuation of or restriction on our operations. Any such disruption in our business operations may have a material and adverse effect on our results of operations. For example, we are providing mobile applications to mobile device users free of charge and we do not believe we, as an internet content provider, need to obtain a separate operating license in addition to the VATS License, which we have already obtained. Although we believe this is in line with the current market practice, there can be no assurance that we will not be required to apply for an operating license for our mobile applications in the future and if so, we may not qualify or succeed in obtaining such license.

- Intensified government regulation of the internet industry in China could restrict our ability to maintain or increase our user base. For example, in January 2011, MIIT and seven other PRC central government authorities jointly issued a circular entitled Implementation Scheme regarding Parental Guardianship Project for Minors Playing Online Games, under which online game operators are required to adopt various measures to maintain a system to communicate with the parents or other guardians of minors playing their online games and are required to monitor the online game activities of minors and suspend the accounts of minors if so required by their parents or guardians. These restrictions could limit our ability to increase our online game business among minors.

- New laws and regulations may be promulgated that will regulate internet activities, including online video, online games and online advertising businesses. If these new laws and regulations are promulgated, additional licenses may be required for our operations. If our operations do not comply with these new regulations after they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties.

- In June 2010, MOC promulgated the Provisional Measures on the Administration of Online Games, or the Online Game Measures, which became effective on August 1, 2010. The Online Game Measures provide that any entity engaging in online game operation activities should obtain an Online Culture Operating Permit and must meet certain requirements such as a minimum amount of the registered capital. Online game developers are generally involved in the purchase of servers and bandwidth, the control and management of game data, the maintenance of game systems and certain other maintenance tasks in our operation of online games. There exist uncertainties on MOCT's interpretation and implementation of these measures. If MOCT determines in the future that such Online Culture Operating Permit or relevant requirement apply to the online game developers for their involvement in the online game operations, we may have to terminate our revenue sharing arrangements with certain unqualified online game developers and may even be subject to various penalties, which may negatively impact our results of operations and financial condition.

The interpretation and application of existing PRC laws, regulations and policies and possible new laws, regulations or policies relating to the internet industry have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, internet businesses in China, including our business. For example, in September 2009, GAPPRFT and the National Office of Combating Pornography and Illegal Publications jointly published a notice, or Circular 13, which expressly prohibits foreign investors from participating in online game operating business via wholly owned, equity joint venture or cooperative joint venture investments in China, and from controlling and participating in such businesses directly or indirectly through contractual or technical support arrangements. Other government agencies with substantial regulatory authority over online game operations and foreign investment entities in China, such as MIIT and MOCT, did not join GAPPRFT in issuing Circular 13. While Circular 13 is applicable to us and our online game business on an overall basis, to date, GAPPRFT or SAPPRFT has not issued any interpretation of Circular 13 and, to our knowledge, has not taken any enforcement action under Circular 13 against any company that relies on contractual arrangements with affiliated entities to operate online games in China. We cannot assure you that we have obtained all the permits or licenses required for conducting our business in China or will be able to maintain our existing licenses or obtain any new licenses required under any new laws or regulations. There are also risks that we may be found to violate the existing or future laws and regulations given the uncertainty and complexity of China's regulation of internet business.

Subject to interpretation by the relevant authorities, it may not be possible for us to determine in all cases the type of content that could result in liability for us, especially if the Chinese government continues to maintain or strengthen its heightened scrutiny on internet content in China. We may not be able to control or restrict all of the digital media content generated or placed on our network by our users, despite our attempt to monitor and filter such content. To the extent that regulatory authorities find any portion of our content on our network or website objectionable or requiring any license or permit that we have not obtained, they may require us to limit or eliminate the dissemination of such information or otherwise curtail the nature of such content, and keep records and report to relevant authorities, which may reduce our user traffic. In addition, we may be subject to significant penalties for violations of those regulations arising from prohibited content displayed on, retrieved from or uploaded to our network or website, including a suspension or shutdown of our operations. The enforcement activities may be intensified in connection with any ongoing government campaigns. In addition, while we maintain a regular internal monitoring and compliance protocol, we cannot ascertain that we would not fall foul of any changing or new government regulations or standards in the future. If we receive a public warning from the relevant government authorities or our licenses for acceleration services are revoked, our reputation would be harmed and if the operation of our acceleration services or other products is suspended or shut down entirely or in part, our revenues and results of operation may be materially and adversely affected. Furthermore, the internal compliance investigation and the removal of content may have a material impact on our cloud acceleration services, which in turn may lead to a decrease in users and have an adverse effect on our revenues and results of operations. To date, we have not been able to quantify the magnitude and extent of such impact.

We may be sued by our game players and held liable for losses of virtual assets by such players, which may negatively affect our reputation and business, financial condition and results of operations.

While playing online games or participating in other online activities, players acquire and accumulate some virtual assets, such as special equipment and other accessories. Such virtual assets may be important to online game players and have monetary value and, in some cases, are sold for actual money. In practice, virtual assets can be lost for various reasons, often through unauthorized use of the game account of one user by other users and occasionally through data loss caused by a delay of network service, a network crash or hacking activities.

Under the General Provisions of Civil Law, effective in October 2017, data and virtual assets are listed as civil rights protected by laws and must be protected according to specific rules governing such matters. However, currently, there is no PRC law or regulation specifically governing virtual asset property rights. As a result, there is uncertainty as to who the legal owner of virtual assets is, whether and how the ownership of virtual assets is protected by law, and whether an operator of online games such as us would have any liability to game players or other interested parties (whether in contract, tort or otherwise) for loss of such virtual assets. Based on recent PRC court judgments, the courts have typically held online game operators liable for losses of virtual assets by game players, and ordered online game operators to return the lost virtual items to game players or pay damages and losses, as well as required the game operators to provide well-developed security systems to protect such virtual assets owned by game players. In case of a loss of virtual assets, we may be sued by our game players or users and held liable for damages, which may negatively affect our reputation and business, financial condition and results of operations.

Non-compliance with the laws or regulations governing virtual currency may result in penalties that could have a material adverse effect on our online games business and results of operations.

The issuance and use of "virtual currency" in the PRC has been regulated since 2007 in response to the growth of the online games industry in China. In January 2007, the Ministry of Public Security, MOC, MIIT and GAPPRFT jointly issued a circular regarding online gambling which has implications for the use of virtual currency. To curtail online games that involve online gambling, as well as address concerns that virtual currency could be used for money laundering or illicit trade, the circular (a) prohibits online game operators from charging commissions in the form of virtual currency in relation to winning or losing of games; (b) requires online game operators to impose limits on use of virtual currency in guessing and betting games; (c) bans the conversion of virtual currency into real currency or property; and (d) prohibits services that enable game players to transfer virtual currency to other players. On June 4, 2009, MOC and the Ministry of Commerce jointly issued a notice regarding strengthening the administration of online game virtual currency, or the Virtual Currency Notice. Furthermore, MOC issued the Online Game Measures in June 2010, which provides, among other things, that virtual currency issued by online game operators may only be used to exchange its own online game products and services and may not be used to pay for the products and services of other entities.

We issue virtual currency to our clients for them to purchase various items to be used in online games and premium services. Although we believe we do not offer online game virtual currency transaction services, we cannot assure you that the PRC regulatory authorities will not take a view contrary to ours. For example, certain virtual items we issue to users based on in-game milestones they achieve or time spent playing games are transferable and exchangeable for our virtual currency or the other virtual items we issue to users. If the PRC regulatory authorities deem such transfer or exchange a virtual currency transaction, then we may be deemed to be engaging in the issuance of virtual currency and we may also be deemed to be providing transaction platform services that enable the trading of such virtual currency. Simultaneously engaging in both of these activities is prohibited under the Virtual Currency Notice. In that event, we may be required to cease either our virtual currency issuance activities or such deemed "transaction service" activities and may be subject to certain penalties, including mandatory corrective measures and fines. The occurrence of any of the foregoing could have a material adverse effect on our online games business and results of operations.

In addition, the Virtual Currency Notice prohibits online game operators from setting game features that involve the direct payment of cash or virtual currency by players for the chance to win virtual items or virtual currency based on random selection through a lucky draw, wager or lottery. The notice also prohibits game operators from issuing currency to game players through means other than purchases with legal currency. Although we believe that we are generally in compliance with such requirements and have taken adequate measures to prevent any of the above-mentioned prohibited activities, we cannot assure you that the PRC regulatory authorities will not take a view contrary to ours and deem such feature as prohibited by the Virtual Currency Notice, thereby subjecting us to penalties, including mandatory corrective measures and fines. The occurrence of any of the foregoing could materially and adversely affect our online games business and results of operations.

Intensified government regulation of the internet industry in China could restrict our ability to maintain or increase our user base.

The PRC government has, in recent years, intensified regulation on various aspects of the internet industry in China. For example, in January 2011, MIIT and seven other PRC central government authorities jointly issued a circular entitled Implementation Scheme regarding Parental Guardianship Project for Minors Playing Online Games, under which online game operators are required to adopt various measures to maintain a system to communicate with the parents or other guardians of minors playing their online games and are required to monitor the online game activities of minors and suspend the accounts of minors if so required by their parents or guardians. These restrictions could limit our ability to increase our online game business among minors. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on anti-fatigue system, real-name registration system and parental guardianship project." Failure to implement these restrictions, if detected by the relevant government agencies, may result in fines and other penalties for us, including the shutting down of our online games operations and license revocation. Furthermore, if these restrictions were expanded to apply to adult game players in the future, our online games business could be materially and adversely affected.

Further, the PRC government has tightened its regulation of internet cafes in recent years. In particular, a large number of unlicensed internet cafes have been closed. The PRC government has imposed higher capital and facility requirements for the establishment of internet cafes. Furthermore, the PRC government's policy, which encourages the development of a limited number of national and regional internet cafe chains and discourages the establishment of independent internet cafes, may slow down the growth of internet cafes in China. In June 2002, the Ministry of Culture, together with other government authorities, issued a joint notice, and in February 2004, the State Administration for Industry and Commerce issued another notice, suspending the issuance of new internet cafe licenses. In May 2007, the State Administration for Industry and Commerce reiterated its position not to register any new internet cafes in 2007. In 2008, 2009 and 2010, the Ministry of Culture, the State Administration for Industry and Commerce and other relevant government authorities, individually or jointly, issued several notices that provide various ways to strengthen the regulation of internet cafes, including investigating and punishing internet cafes that accept minors, cracking down on internet cafes without sufficient and valid licenses, limiting the total number of internet cafes and approving internet cafes within the planning made by relevant authorities, screening unlawful and adverse games and websites, and improving the coordination of regulation over internet cafes and online games. Although currently most of our users access and consume our products and services from their own devices, if internet cafes become one of the main venues for our users to access our website or online games, any reduction in the number, or any slowdown in the growth, of internet cafes in China could limit our ability to maintain or increase our user base.

In addition, the Chinese government has in recent years intensified its efforts to remove inappropriate content disseminated over the internet and wireless networks. In April 2014, the Chinese government initiated a campaign to enhance and enforce its scrutiny over internet content in China, particularly for pornographic content, and various websites were subject to penalties and in some cases outright suspension of website operations. In August 2017, the CAC promulgated the Provisions on the Administration of Internet Comments Posting Services, and the Provisions on the Administration of Internet Forum and Community Services, both of which require providers of relevant services to establish information review and inspection mechanism. As we implemented programs to comply with these regulations, we saw our subscriber numbers decline and may see more subscriber or user decline in the future. See "—Regulation and censorship of information disseminated over the internet in China have adversely affected our business and may continue to adversely affect our business, and we may be liable for the digital media content on our platform."

Fluctuations in exchange rates may have a material adverse effect on your investment.

Fluctuation in the value of the Renminbi may have a material adverse effect on the value of your investment. The value of the Renminbi against the U.S. dollar and other currencies may fluctuate and is affected by, among other things, changes in political and economic conditions. In July 2005, the PRC government changed its decade-old policy of pegging the value of the Renminbi to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

Our financial statements are expressed in U.S. dollars, and most of our assets, costs and expenses are denominated in Renminbi. Substantially all of our revenues were denominated in Renminbi. Significant revaluation of the RMB may have a material and adverse effect on your investment. For example, to the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, if we decide to convert our RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amount available to us. In addition, appreciation or depreciation in the value of the RMB relative to U.S. dollars would affect our financial results reported in U.S. dollar terms regardless of any underlying change in our business or results of operations.

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

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

The PRC government imposes controls on the convertibility of the Renminbi into foreign currencies and, in certain cases, the remittance of currency out of China. We receive substantially all of our revenues in Renminbi. Under our current corporate structure, our Cayman Islands holding company primarily relies on dividend payments from our wholly-owned PRC subsidiaries, to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval by complying with certain procedural requirements. However, approval from or registration with appropriate government authorities is required where the Renminbi is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. Specifically, under the existing exchange restrictions, without prior approval of SAFE, cash generated from the operations of our PRC subsidiaries in China may be used to pay dividends by our PRC subsidiaries to our company and pay employees of our PRC subsidiaries who are located outside China in a currency other than the Renminbi. With prior approval from or registration with SAFE, cash generated from the operations of our PRC subsidiaries and affiliated entity may be used to pay off debt in a currency other than the Renminbi owed by our PRC subsidiaries and variable interest entity and its subsidiaries to entities outside China, and make other capital expenditures outside China in a currency other than the Renminbi. If any of our variable interest entity or its subsidiaries liquidates, the proceeds from the liquidation of its assets may be used outside of the PRC or be given to investors who are not PRC nationals. The PRC government may at its discretion restrict access to foreign currencies for current account transactions in the future. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demand, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs.

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

Among other things, the M&A Rules and certain regulations and rules concerning mergers and acquisitions established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time-consuming and complex. For example, the M&A Rules require that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise or a foreign company with substantial PRC operations, if certain thresholds under the Provisions on Thresholds for Prior Notification of Concentrations of Undertakings, issued by the State Council on August 3, 2008, are triggered. Moreover, the Anti-Monopoly Law promulgated by the SCNPC on August 30, 2007 and took effect on August 1, 2008 requires that transactions which are deemed concentrations and involve parties with specified turnover thresholds (i.e., during the previous fiscal year, (i) the total global turnover of all operators participating in the transaction exceeds RMB10 billion and at least two of these operators each had a turnover of more than RMB400 million within China, or (ii) the total turnover within China of all the operators participating in the concentration exceeded RMB2 billion, and at least two of these operators each had a turnover of more than RMB400 million within China) must be cleared by the Ministry of Commerce before they can be completed. In addition, according to the Implementing Rules Concerning Security Review on the Mergers and Acquisitions by Foreign Investors of Domestic Enterprises issued by the Ministry of Commerce in August 2011, mergers and acquisitions by foreign investors involved in an industry related to national security are subject to strict review by the Ministry of Commerce. These rules also prohibit any transactions attempting to bypass such security review, including by controlling entities through contractual arrangements. We believe that our business is not in an industry related to national security. However, we cannot preclude the possibility that the Ministry of Commerce or other government agencies may publish interpretations contrary to our understanding or broaden the scope of such security review in the future. Although we have no current definitive plans to make any acquisitions, we may elect to grow our business in the future in part by directly acquiring complementary businesses in China. Complying with the requirements of these regulations to complete such transactions could be time-consuming, and any required approval processes, including obtaining approval from the Ministry of Commerce, may delay or inhibit our ability to complete such transactions.

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

SAFE has promulgated several regulations that require PRC residents and PRC corporate entities to register with local branches of SAFE in connection with their direct or indirect offshore investment activities. These regulations apply to our shareholders who are PRC residents and may apply to any offshore acquisitions that we make in the future. SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE No. Circular No. 37, on July 4, 2014. SAFE Circular No. 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, referred to in SAFE Circular No. 37 as a "special purpose vehicle." The term "control" under SAFE Circular No. 37 is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by the PRC residents in the offshore special purpose vehicles or PRC companies by such means as acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. SAFE Circular No. 37 further requires amendment to the registration in the event of any changes with respect to the basic information of the special purpose vehicle, such as changes in a PRC resident individual shareholder, name or operation period; or any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material event. If the shareholders of an offshore holding company who are PRC residents do not complete their registration with the local SAFE branches, the PRC subsidiaries of the offshore holding company may be prohibited from distributing their profits and proceeds from any reduction in capital, share transfer or liquidation to the offshore company, and the offshore company may be restricted in its ability to contribute additional capital to its PRC subsidiaries. Moreover, failure to comply with SAFE registration and amendment requirements described above could result in liability under PRC law for evasion of applicable foreign exchange restrictions. In addition, on February 13, 2015, SAFE issued SAFE Circular No. 13, which took effect on June 1, 2015. SAFE Circular No. 13 delegates to the qualified banks the authority to register all PRC residents' investment in "special purpose vehicle" pursuant to SAFE Circular No. 37, except that those PRC residents who have failed to comply with SAFE Circular No. 37 will continue to fall within the jurisdiction of the relevant local SAFE branches and must continue to make their supplementary registration applications with the such local SAFE branches.

We have requested PRC residents holding direct or indirect interest in our company to our knowledge to make the necessary applications, filings and amendments as required under SAFE regulations. Mr. Sean Shenglong Zou, Mr. Hao Cheng and Ms. Fang Wang have completed the initial registration with the local SAFE branch as required by the SAFE regulations and conducted amendment registrations. However, we cannot assure you that these PRC resident shareholders have completed and will complete all subsequent amendment registrations as required by the SAFE regulations as we do not have control over these PRC resident shareholders. We may also not be informed of the identities of all the PRC residents holding direct or indirect interest in our company, and we cannot provide any assurances that these PRC residents will comply with our request to make or obtain any applicable registrations or comply with other requirements required by SAFE regulations since we do not have control over these the PRC resident shareholders. The failure or inability of our PRC resident shareholders or our future PRC resident shareholders to make any required registrations or comply with other requirements under SAFE regulations may subject such PRC residents or our PRC subsidiaries to fines and legal sanctions and may also limit our ability to raise additional financing and contribute additional capital into or provide loans to (including using the proceeds from our initial public offering) our PRC subsidiaries, limit our PRC subsidiaries' ability to pay dividends or otherwise distribute profits to us, or otherwise adversely affect us.

Furthermore, because of the uncertainty over how the SAFE regulations will be interpreted and implemented, and how SAFE will apply them to us, we cannot predict how these regulations will affect our business operations or future strategies. For example, we may be subject to a more stringent review and approval process with respect to our foreign exchange activities, such as remittance of dividends and foreign-currency-denominated borrowings, which may adversely affect our financial condition and results of operations. In addition, if we decide to acquire a PRC domestic company, we cannot assure you that we or the owners of such company, as the case may be, will be able to obtain the necessary approvals or complete the necessary filings and registrations required by the foreign exchange regulations. This may restrict our ability to implement our acquisition strategy and could adversely affect our business and prospects.

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

In December 2006, the People's Bank of China promulgated the Administrative Measures of Foreign Exchange Matters for Individuals, which set forth the respective requirements for foreign exchange transactions by individuals (both PRC or non-PRC citizens) under either the current account or the capital account. On February 15, 2012, SAFE promulgated the Notices on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plans of Overseas Publicly-Listed Companies, or the Stock Option Rules, which replaced the Application Procedures of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Ownership Plans or Stock Option Plans of Overseas Publicly-Listed Companies issued by SAFE on March 28, 2007. Under the Stock Option Rules and other relevant rules and regulations, PRC residents who participate in stock incentive plan in an overseas publicly-listed company are required to register with SAFE or its local branches and complete certain other procedures. Participants of a stock incentive plan who are PRC residents must retain a qualified PRC agent, which could be a PRC subsidiary of such overseas publicly listed company or another qualified institution selected by such PRC subsidiary, to conduct the SAFE registration and other procedures with respect to the stock incentive plan on behalf of its participants. Such participants must also retain an overseas entrusted institution to handle matters in connection with their exercise of stock options, the purchase and sale of corresponding stocks or interests and fund transfers. In addition, the PRC agent is required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the stock incentive plan, the PRC agent or the overseas entrusted institution or other material changes. We and our PRC employees who have been granted stock options are subject to these regulations. Failure of our PRC stock option holders to complete their SAFE registrations may subject these PRC residents to fines and legal sanctions and may also limit our ability to contribute additional capital into our PRC subsidiaries, limit our PRC subsidiaries' ability to distribute dividends to us, or otherwise materially adversely affect our business.

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

The State Administration of Taxation, or the SAT, has issued several rules and notices to tighten its scrutiny over acquisition transactions in recent years, including the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises issued in December 2009, or SAT Circular 698, the Notice on Several Issues Regarding the Income Tax of Non-PRC Resident Enterprises issued in March 2011, or SAT Circular 24, and the Notice on Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-PRC Resident Enterprises issued in February 2015, or SAT Circular 7. Pursuant to these rules and notices, if a non-PRC resident enterprise indirectly transfers PRC taxable properties, which refer to properties of an establishment or a place in the PRC, real estate properties in the PRC or equity investments in a PRC tax resident enterprise, by disposing of equity interest in an overseas non-public holding company without a reasonable commercial purpose and resulting in the avoidance of PRC enterprise income tax, such indirect transfer should be deemed a direct transfer of PRC taxable properties, and gains derived from such indirect transfer may be subject to the PRC withholding tax at a rate of up to 10%. SAT Circular 7 sets out several factors to be taken into consideration by tax authorities in determining whether an indirect transfer has a reasonable commercial purpose. An indirect transfer satisfying all the following criteria will be deemed to lack reasonable commercial purpose and be taxable under PRC law: (i) 75% or more of the equity value of the intermediary enterprise being transferred is derived directly or indirectly from the PRC taxable properties; (ii) at any time during the one-year period before the indirect transfer, 90% or more of the asset value of the intermediary enterprise (excluding cash) is comprised directly or indirectly of investments in the PRC, or 90% or more of its income is derived directly or indirectly from the PRC; (iii) the functions performed and risks assumed by the intermediary enterprise and any of its subsidiaries that directly or indirectly hold the PRC taxable properties are limited and are insufficient to prove their economic substance; and (iv) the foreign tax payable on the gain derived from the indirect transfer of the PRC taxable properties is lower than the potential PRC enterprise income tax on the direct transfer of such assets. Nevertheless, the indirect transfer falling into the safe harbor available under SAT Circular 7 may not be subject to PRC tax and the scope of the safe harbor includes qualified group restructuring, public market trading and tax treaty exemptions. On October 17, 2017, the SAT issued the Public Notice on Issues Concerning the Withholding of Non-resident Enterprise Income Tax at Source, or SAT Public Notice 37, which took effect on December 1, 2017. SAT Public Notice 37 replaced a series of important circulars, including but not limited to SAT Circular 698 and amended the rules governing the administration of withholding tax on China-source income derived by the non-resident enterprise. SAT Public Notice 37 also introduced certain key changes to the current withholding regime, such as (i) non-resident enterprise's withholding obligation for dividend was changed to arise on the date the payment is actually made as opposed to dividend declaration date; and (ii) non-resident enterprise's obligation to self-report tax within seven days upon withholding agent's failure to withhold was removed.

Under SAT Circular 7 and SAT Public Notice 37, the entities or individuals obligated to pay the transfer price to the transferor are the withholding agents and must withhold the PRC enterprise income tax from the transfer price. If the withholding agent fails to do so, the transferor should report to and pay the PRC enterprise income tax to the PRC tax authorities. In the event that neither the withholding agent nor the transferor fulfills their obligations under SAT Circular 7 and SAT Public Notice 37, apart from imposing penalties such as late payment interest on the transferor, the tax authority may also hold the withholding agent liable and impose a penalty of 50% to 300% of the unpaid tax on the withholding agent. The penalty imposed on the withholding agent may be reduced or waived if the withholding agent has submitted the relevant materials in connection with the indirect transfer to the PRC tax authorities in accordance with SAT Circular 7.

However, there is a lack of clear statutory interpretation of these rules and notices, we face uncertainties on the reporting and consequences on future private equity financing transactions, share exchange or other transactions involving the transfer of shares in our company by investors that are non-PRC resident enterprises, or sale or purchase of shares in other non-PRC resident companies or other taxable assets by us. Our Cayman Islands holding company and other non-resident enterprises in our company may be subject to filing obligations or may be taxed if our Cayman Islands holding company and other non-resident enterprises in our company are transferors in such transactions, and may be subject to withholding obligations if our Cayman Islands holding company and other non-resident enterprises in our company are transferees in such transactions. For the transfer of shares in our Cayman Islands holding company by investors that are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under the rules and notices. As a result, we may be required to expend valuable resources to comply with these rules and notices or to request the relevant transferors from whom we purchase taxable assets to comply, or to establish that our Cayman Islands holding company and other non-resident enterprises in our company should not be taxed under these rules and notices, which may have a material adverse effect on our financial condition and results of operations. There is no assurance that the tax authorities will not apply the rules and notices to our offshore restructuring transactions where non-PRC resident investors were involved if any of such transactions were determined by the tax authorities to lack reasonable commercial purpose. As a result, we and our non-PRC resident investors may be at risk of being taxed under these rules and notices and may be required to comply with or to establish that we should not be taxed under such rules and notices, which may have a material adverse effect on our financial condition and results of operations or such non-PRC resident investors' investments in us. We have conducted acquisition transactions in the past and may conduct additional acquisition transactions in the future. We cannot assure you that the PRC tax authorities will not, at their discretion, adjust any capital gains and impose tax return filing obligations on us or require us to provide assistance for the investigation of PRC tax authorities with respect thereto. Heightened scrutiny over acquisition transactions by the PRC tax authorities may have a negative impact on potential acquisitions we may pursue in the future.

Discontinuation or reduction of any of the preferential tax treatments or other government incentives available to us in the PRC, or imposition of any additional PRC taxes could adversely affect our financial condition and results of operations.

The Chinese government has provided various tax incentives to our subsidiaries in China. These incentives include reduced enterprise income tax rates. For example, under the PRC Enterprise Income Tax Law which became effective in January 2008 and was amended in February 2017, or the EIT Law, the statutory enterprise income tax rate is 25%. The EIT Law permits companies established before March 16, 2007 to continue to enjoy their existing tax incentives, adjusted by certain transitional phase-out rules set forth in the Circular to Implementation of the Transitional Preferential Policies for the Enterprise Income Tax promulgated by the State Council on December 26, 2007, and provides tax incentives, subject to various qualification criteria. Pursuant to the circular, the income tax rates for us and our wholly-owned subsidiary established in the Shenzhen Special Economic Zone before March 16, 2007 were 24% for 2011 and are 25% starting from 2012. The EIT Law and its implementation rules also permit qualified "high and new technology enterprises," or HNTEs, to enjoy a preferential enterprise income tax rate of 15% upon filing with relevant tax authorities. The qualification as a HNTE generally has a valid term of three years and the renewal of such qualification is subject to review by the relevant authorities in China. Shenzhen Xunlei, our variable interest entity, Shenzhen Wangwenhua, a subsidiary of Shenzhen Xunlei, and Shenzhen Onething currently hold a HNTE certificate and are entitled to enjoy a preferential enterprise income tax rate of 15% for the next three years ended August 2020 (for Shenzhen Xunlei and Shenzhen Wangwenhua) and October 2020 (for Shenzhen Onething). In addition, the PRC government has provided various incentives to accredited "software enterprise" incorporated in the PRC in order to encourage development of the software industry. In 2018, Shenzhen Xunlei obtained the certificate of the Key Software Enterprise for the year ended December 31, 2017, which entitled Shenzhen Xunlei to a preferential tax rate of 10% for the 2017 fiscal year. In 2018, Xunlei Computer obtained the Hi-Tech Enterprise certification and thus entitled to enjoy a preferential tax rate of 15% for the 2018, 2019 and 2020 fiscal years. Moreover, local governments have adopted incentives to encourage the development of technology companies. Shenzhen Xunlei, Shenzhen Onething, Shenzhen Wangwenhua and Xunlei Computer currently benefit from the tax incentives. See "Item 5. Operating and Financial Overview and Prospects—A. Operating Results—Taxation."

Preferential tax treatment and other government incentives granted to Xunlei Computer and Shenzhen Xunlei by the local governmental authorities are subject to review and may be adjusted or revoked at any time. The discontinuation or reduction of any preferential tax treatment currently available to us and our wholly-owned PRC subsidiaries will cause our effective tax rate to increase, which could have a material adverse effect on our financial condition and results of operations. We cannot assure you that we will be able to maintain our current effective tax rate in the future.

Our global income may be subject to PRC taxes under the PRC EIT Law, which may have a material adverse effect on our results of operations.

Under the EIT Law and its implementation rules, an enterprise established outside of the PRC with a "de facto management body" within the PRC is considered a resident enterprise and will be subject to the enterprise income tax at the rate of 25% on its global income. The implementation rules define the term "de facto management bodies" as "establishments that carry out substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc. of an enterprise." On April 22, 2009, the SAT issued a circular, or SAT Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on Tax—PRC enterprise income tax." Although SAT Circular 82 applies only to offshore enterprises controlled by PRC enterprises or PRC enterprise groups and not to those controlled by PRC individuals or foreigners, the determining criteria set forth in the SAT Circular 82 may reflect the SAT's general position on how the "de facto management body" test should be applied in determining the tax resident status of all offshore enterprises.

According to SAT Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its "de facto management body" in China and will be subject to PRC enterprise income tax on its worldwide income only if all of the following conditions set forth in the SAT Circular 82 are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC; (iii) the enterprise's primary assets, accounting books and records, company seals, and board and shareholder resolutions are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

Xunlei Limited is not controlled by a PRC enterprise or PRC enterprise group and we do not believe that Xunlei Limited meets all of the conditions above. Xunlei Limited is a company incorporated outside the PRC. As a holding company, certain of Xunlei Limited's key assets are located, and records (including the resolutions of its board of directors and the resolutions of its shareholders) are maintained, outside the PRC. Therefore, we do not believe Xunlei Limited should be treated as a "resident enterprise" for PRC tax purposes if the criteria for "de facto management body" as set forth in the relevant SAT Circular 82 were deemed applicable to us. However, as the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body" as applicable to Xunlei Limited, we may be considered a resident enterprise and may therefore be subject to the enterprise income tax at 25% on our global income. If we are considered a resident enterprise and earn income other than dividends from our PRC subsidiaries, a 25% enterprise income tax on our global income could increase our tax burden and adversely affect our cash flow and profitability. In addition to the uncertainty regarding how the new "resident enterprise" classification may apply, it is also possible that the rules may change in the future, possibly with retroactive effect.

Dividends paid by us to our foreign investors and gains on the sale of our ADSs or common shares by our foreign investors may be subject to taxes under PRC tax laws.

Under the EIT Law and its implementation regulations issued by the State Council, a 10% PRC withholding tax is applicable to dividends paid to investors that are "non-resident enterprises," which do not have an establishment or place of business in the PRC or which have such establishment or place of business but the dividends are not effectively connected with such establishment or place of business, to the extent such dividends are derived from sources within the PRC. Any gain realized on the transfer of ADSs or common shares by such investors is subject to PRC tax, at a rate of 10% unless otherwise reduced or exempted by relevant tax treaties, if such gain is regarded as income derived from sources within the PRC. If we are deemed a "PRC resident enterprise," dividends paid on our common shares or ADSs, and any gain realized from the transfer of our common shares or ADSs, may be treated as income derived from sources within the PRC and may as a result be subject to PRC taxation (which in the case of dividends would be withheld at source). It is unclear whether our non-PRC individual investors would be subject to any PRC tax in the event we are deemed a "PRC resident enterprise." If any PRC tax were to apply to such dividends or gains of non-PRC individual investors, it would generally apply at a rate of 20% (unless a reduced rate is available under an applicable tax treaty). It is also unclear whether, if we are considered a PRC "resident enterprise," holders of our ADSs or common shares would be able to claim the benefit of income tax treaties or agreements entered into between China and other countries or areas (and we do not expect to withhold at treaty rates if any withholding is required). If dividends payable to our non-PRC investors, or gains from the transfer of our common shares or ADSs by such investors are subject to PRC tax, the value of your investment in our common shares or ADSs may be adversely affected.

Increases in labor costs and enforcement of stricter labor laws and regulations in the PRC may adversely affect our business and our profitability.

China's overall economy and the average wage in China have increased in recent years and are expected to continue to grow. The average wage level for our employees has also increased in recent years. We expect that our labor costs, including wages and employee benefits, will continue to increase. Unless we are able to pass on these increased labor costs to our users by increasing prices for our products or services, our profitability and results of operations may be materially and adversely affected.

In addition, we have been subject to stricter regulatory requirements in terms of entering labor contracts with our employees and paying various statutory employee benefits, including pensions, housing fund, medical insurance, work-related injury insurance, unemployment insurance and childbearing insurance to designated government agencies for the benefit of our employees. Pursuant to the PRC Labor Contract Law, or the Labor Contract law, that became effective in January 2008, as amended on December 28, 2012 and effective as of July 1, 2013, and its implementation rules that became effective in September 2008, employers are subject to stricter requirements in terms of signing labor contracts, minimum wages, paying remuneration, determining the term of employees' probation and unilaterally terminating labor contracts. In the event that we decide to terminate some of our employees or otherwise change our employment or labor practices, the Labor Contract Law and its implementation rules may limit our ability to effect those changes in a desirable or cost-effective manner, which could adversely affect our business and results of operations. On October 28, 2010, the SCNPC promulgated the PRC Social Insurance Law, or the Social Insurance Law, which became effective on July 1, 2011. According to the Social Insurance Law, employees must participate in pension insurance, work-related injury insurance, medical insurance, unemployment insurance and maternity insurance and the employers must, together with their employees or separately, pay the social insurance premiums for such employees.

As the interpretation and implementation of labor-related laws and regulations are still evolving, we cannot assure you that our employment practice do not and will not violate labor-related laws and regulations in China, which may subject us to labor disputes or government investigations. If we are deemed to have violated relevant labor laws and regulations, we could be required to provide additional compensation to our employees and our business, financial condition and results of operations could be materially and adversely affected.

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

Auditors of companies that are registered with the Securities and Exchange Commission, or the SEC, and traded publicly in the United States, including our independent registered public accounting firm, must be registered with the Public Company Accounting Oversight Board, or the PCAOB, and are required by the laws of the United States to undergo regular inspections by PCAOB to assess their compliance with the laws of the United States and professional standards. Because we have substantiated operations within the Peoples' Republic of China and the PCAOB is currently unable to conduct inspections of the work of our auditors as it relates to those operations without the approval of the Chinese authorities, our auditor's work related to our operations in China is not currently inspected by the PCAOB. On December 7, 2018, the SEC and the PCAOB issued a joint statement highlighting continued challenges faced by the U.S. regulators in their oversight of financial statement audits of U.S.-listed companies with significant operations in China. The joint statement reflects a heightened interest in an issue that has vexed U.S. regulators in recent years. However, it remains unclear what further actions the SEC and PCAOB will take to address the problem.

This lack of PCAOB inspections of audit work performed in China prevents the PCAOB from regularly evaluating audit work of any auditors that was performed in China including that performed by our independent registered public accounting firm. As a result, investors may be deprived of the full benefits of PCAOB inspections.

The inability of the PCAOB to conduct inspections of audit work performed in China makes it more difficult to evaluate the effectiveness of our auditor's audit procedures as compared to auditors in other jurisdictions that are subject to PCAOB inspections on all of their work. Investors may lose confidence in our reported financial information and procedures and the quality of our financial statements.

If additional remedial measures are imposed on certain PRC-based accounting firms in administrative proceedings brought by the SEC, we could be unable to file future financial statements on a timely basis in compliance with the requirements of the Exchange Act.

In December 2012, the SEC instituted administrative proceedings against certain PRC-based accounting firms, including our independent registered public accounting firm, alleging that these firms had violated U.S. securities laws and the SEC's rules and regulations thereunder by failing to provide to the SEC the firms' work papers related to their audits of certain PRC-based companies that are publicly traded in the United States. On January 22, 2014, an initial administrative law decision was issued, sanctioning these accounting firms and suspending them from practicing before the SEC for a period of six months. On February 12, 2014, four of these PRC-based accounting firms appealed to the SEC against this sanction. In February 2015, each of the four PRC-based accounting firms agreed to a censure and to pay a fine to the SEC to settle the dispute and avoid suspension of their ability to practice before the SEC. The settlement requires the firms to follow detailed procedures to seek to provide the SEC with access to Chinese firms' audit documents via the CSRC. If the firms do not follow these procedures or if there is a failure in the process between the SEC and the CSRC, the SEC could impose penalties such as suspensions, or it could restart the administrative proceedings.

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

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

Risks Related to Our ADSs

The market price for our ADSs may be volatile.

The trading prices of our ADSs are likely to be volatile and could fluctuate widely due to factors beyond our control. This may happen because of broad market and industry factors, like the performance and fluctuation in the market prices or the underperformance or deteriorating financial results of other similarly situated companies in China that have listed their securities in the United States in recent years. The securities of some of these companies have experienced significant volatility since their initial public offerings, including, in some cases, substantial price declines in the trading prices of their securities. The trading performances of these Chinese companies' securities after their offerings, including companies in the internet businesses, may affect the attitudes of investors toward Chinese companies listed in the United States, which consequently may impact the trading performance of our ADSs, regardless of our actual operating performance. In addition, any negative news or perceptions about inadequate corporate governance practices or fraudulent accounting or other practices at other Chinese companies may also negatively affect the attitudes of investors towards Chinese companies in general, including us, regardless of whether we have engaged in such practices. In addition, securities markets may from time to time experience significant price and volume fluctuations that are not related to our operating performance, which may have a material adverse effect on the market price of our ADSs.

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

- regulatory developments affecting us, our advertisers or our industry;
- announcements of studies and reports relating to our services or those of our competitors;
- changes in the economic performance or market valuations of other internet companies in China;
- actual or anticipated fluctuations in our quarterly results of operations and changes of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the internet or online advertising industry in China;
- announcements by us or our competitors of new services, acquisitions, strategic relationships, joint ventures or capital commitments;
- additions to or departures of our senior management;
- fluctuations of exchange rates between the Renminbi and the U.S. dollar;
- release or expiry of lock-up or other transfer restrictions on our outstanding shares or ADSs; and
- sales or perceived potential sales of additional shares or ADSs.

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

If securities or industry analysts cease to publish research or reports about our business, or if they adversely change their recommendations regarding our ADSs, the market price for our ADSs and trading volume could decline.

The trading market for our ADSs will be influenced by research or reports that industry or securities analysts publish about our business. If one or more analysts who cover us downgrade our ADSs, the market price for our ADSs would likely decline. If one or more of these analysts cease to cover us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which, in turn, could cause the market price or trading volume for our ADSs to decline.

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

We currently intend to retain most, if not all, of our available funds and any future earnings to fund the development and growth of our business. Subject to our ongoing financial performance, cash position, budget and business plan and market conditions, we may consider paying special dividends. However, we do not plan to pay dividends in the foreseeable future and you should not rely on an investment in our ADSs as a source for any future dividend income.

Our board of directors has discretion as to whether to distribute dividends, subject to applicable laws. Our shareholders may by ordinary resolution declare dividends, but no dividend may exceed the amount recommended by our board of directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. Even if our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on, among other things, our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiaries, our financial condition, contractual restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in our ADSs will likely depend entirely upon any future price appreciation of our ADSs. There is no guarantee that our ADSs will appreciate in value or even maintain the price at which you purchased the ADSs. You may not realize a return on your investment in our ADSs and you may even lose your entire investment in our ADSs.

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

Sales of our ADSs in the public market, or the perception that these sales could occur, could cause the market price of our ADSs to decline. As of March 31, 2019, we had 337,190,726 common shares outstanding, which excludes (i) 9,519,144 common shares issued to Leading Advice Holdings Limited for grants under our 2013 Plan and 2014 Plan that remained then unexercised or unvested, and (ii) 22,167,335 common shares, consisting of shares issued to our depositary bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our share incentive plans and shares repurchased by the company from 2015 to 2017 but not yet cancelled. All our outstanding common shares represented by ADSs were freely transferable by persons other than our “affiliates” without restriction or additional registration under the Securities Act of 1933, as amended, or Securities Act. The remaining common shares will be available for sale subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Certain holders of our common shares have the right to cause us to register under the Securities Act the sale of their shares. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs, in the public market could cause the price of our ADSs to decline.

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

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

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

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

Your ADSs are transferable on the books of the depositary. However, the depositary may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

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

We are incorporated in the Cayman Islands and conduct substantially all of our operations in China through our PRC subsidiaries and variable interest entity and its subsidiaries. Substantially all of our directors and officers reside outside the United States. As a result, it may be difficult or impossible for you to bring an action against us or against these individuals in the Cayman Islands or in the United States in the event that you believe that your rights have been infringed under the U.S. securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of China may render you unable to enforce a judgment against our assets or the assets of our directors and officers.

There are uncertainties as to whether Cayman Islands courts would:

- recognize or enforce against us judgments of courts of the United States based on certain civil liability provisions of U.S. securities laws; and

- impose liabilities against us, in original actions brought in the Cayman Islands, based on certain civil liability provisions of U.S. securities laws that are penal in nature.

There is no statutory recognition in the Cayman Islands of judgments obtained in the United States, although the courts of the Cayman Islands will in certain circumstances recognize and enforce a non-penal judgment of a foreign court of competent jurisdiction without retrial on the merits.

Our corporate affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and by the Companies Law (2018 Revision) and common law of the Cayman Islands. The rights of shareholders to take legal action against us and our directors, actions by minority shareholders and the fiduciary duties of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from English common law, which provides persuasive, but not binding, authority in a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedents in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States and provides significantly less protection to investors. In addition, shareholders in Cayman Islands companies may not have standing to initiate a shareholder derivative action in U.S. federal courts.

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

We are an emerging growth company within the meaning of the Securities Act and may take advantage of certain reduced reporting requirements.

We are an “emerging growth company,” as defined in the JOBS Act, and we may take advantage of certain exemptions from various requirements applicable to other public companies that are not emerging growth companies including, most significantly, not being required to comply with the auditor attestation requirements of Section 404 for so long as we are an emerging growth company. We have elected not to voluntarily comply with such auditor attestation requirements. Therefore, our investors may not have access to certain information they may deem important.

The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. However, we have elected to “opt out” of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

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

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

Our corporate actions are substantially controlled by our directors, executive officers and other principal shareholders, who can exert significant influence over important corporate matters, which may reduce the price of our ADSs and deprive you of an opportunity to receive a premium for your shares.

As of March 31, 2019, our directors, executive officers and existing principal shareholders beneficially owned approximately 50.6% of our outstanding common shares. These shareholders, if acting together, could exert substantial influence over matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. This concentration of ownership may also discourage, delay or prevent a change in control of our company, which could have the dual effect of depriving our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and reducing the price of our ADSs. These actions may be taken even if they are opposed by our other shareholders. In addition, these persons could divert business opportunities away from us to themselves or others.

We incur increased costs as a result of being a public company, particularly after we cease to qualify as an "emerging growth company."

As a public company in the United States, we incur significant accounting, legal and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the Securities and Exchange Commission and the NASDAQ Global Select Market, require significantly heightened corporate governance practices of public companies, including Section 404 relating to internal control over financial reporting. We qualify as an "emerging growth company" pursuant to the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002 in the assessment of the emerging growth company's internal control over financial reporting and permission to delay adopting new or revised accounting standards until such time as those standards apply to private companies. However, we have elected to "opt out" of this provision and, as a result, we will comply with new or revised accounting standards as required when they are adopted for public companies. This decision to opt out of the extended transition period under the JOBS Act is irrevocable.

We expect these and other rules and regulations applicable to public companies will increase our accounting, legal and financial compliance costs and will make certain corporate activities more time-consuming and costly. After we are no longer an "emerging growth company," we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 and the other rules and regulations of the SEC. Compliance with these rules and requirements may be especially difficult and costly for us because we may have difficulty locating sufficient personnel in China with experience and expertise relating to U.S. GAAP and U.S. public company reporting requirements, and such personnel may command high salaries relative to similarly experienced personnel in the United States. If we cannot employ sufficient personnel to ensure compliance with these rules and regulations, we may need to rely more on outside legal, accounting and financial experts, which may be costly. If we fail to comply with these rules and requirements, or are perceived to have weaknesses with respect to our compliance, we could become the subject of a governmental enforcement action and investor confidence could be negatively impacted and the market price of our ADSs could decline. In addition, we will incur additional costs associated with our public company reporting requirements. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate with reasonable certainty the amount of additional costs we may incur or the timing of such costs.

We believe we were a passive foreign investment company for our taxable year ended December 31, 2018, which could subject United States investors in the ADSs or common shares to significant adverse United States income tax consequences.

Based on the market price of our ADSs and the composition of our assets (in particular the retention of a substantial amount of cash), we believe that we were a "passive foreign investment company," (or a "PFIC"), for United States federal income tax purposes for our taxable year ended December 31, 2018, and we will very likely be a PFIC for our current taxable year ending December 31, 2019 unless the market price of our ADSs increases and/or we invest a substantial amount of the cash and other passive assets we hold in assets that produce or are held for the production of active income. In addition, it is possible that one or more of our subsidiaries may be or become classified as a PFIC for United States federal income tax purposes. A non-U.S. corporation will be classified as a PFIC for any taxable year if either (1) 75% or more of its gross income consists of certain types of passive income or (2) 50% or more of the average quarterly value of its assets (as generally determined on that basis of fair market value) during such year produce or are held for the production of passive income.

If we are classified as a PFIC for any taxable year during which a U.S. Holder (as defined in Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations) holds our ADSs or common shares, such U.S. Holder may incur significantly increased United States income tax on gain recognized on the sale or other disposition of the ADSs or common shares and on the receipt of distributions on the ADSs or common shares to the extent such gain or distribution is treated as an "excess distribution" under the United States federal income tax rules. Further, if we are classified as a PFIC for any year during which a U.S. Holder holds our ADSs or common shares, we generally will continue to be treated as a PFIC for all succeeding years during which such U.S. Holder holds our ADSs or common shares ("PFIC Tainted Shares") even if, we, in fact, cease to be a PFIC in subsequent taxable years. Accordingly, a U.S. Holder of our ADSs or common shares is urged to consult its tax advisor concerning the United States federal income tax considerations related to holding and disposing of ADSs or common shares (including, to the extent an election is available, making a "mark-to-market" election to avoid owning PFIC-Tainted Shares and the unavailability of an election to treat us as a qualified electing fund). For more information, see the section titled "Item 10. Additional Information—E. Taxation—United States Federal Income Tax Considerations—Passive Foreign Investment Company Considerations."

Item 4. Information on the Company

A. History and Development of the Company

We commenced operations in January 2003 through the establishment of Shenzhen Xunlei, which currently, together with its various subsidiaries in the PRC, operates our Xunlei internet platform.

In February 2005, we established Xunlei Limited as our holding company in the Cayman Islands. Xunlei Limited directly owns Giganology Shenzhen, our wholly owned subsidiary in China established in June 2005. Giganology Shenzhen primarily engages in the research and development of new technologies.

Giganology Shenzhen has entered into a series of contractual arrangements with Shenzhen Xunlei and its shareholders. These contractual arrangements enable us to exercise effective control over Shenzhen Xunlei and receive substantially all of the economic benefits of Shenzhen Xunlei. As a result, Shenzhen Xunlei is our variable interest entity and we have consolidated the financial results of Shenzhen Xunlei and its subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. The existing principal subsidiaries of Shenzhen Xunlei include the following:

- Shenzhen Xunlei Wangwenhua Co., Ltd. (formerly known as "Shenzhen Fengdong Networking Technologies Co., Ltd."), or Wangwenhua, which was established in December 2005, and it primarily engages in software development, technical consulting and other related technical services.

- Shenzhen Zhuolian Software Co., Ltd. (formerly known as "Xunlei Software (Shenzhen) Co., Ltd."), which was established in January 2010, and it primarily engages in the development of software technology and the development of computer software.

- Xunlei Games Development (Shenzhen) Co., Ltd., or Xunlei Games, which was established in February 2010, and it primarily engages in the development of online game and computer software and advertising services.

- Shenzhen Onething Technologies Co., Ltd., or Shenzhen Onething, which was established in September 2013, and it primarily engages in cloud computing technology development and related services.

- Beijing Xunjing Technology Co., Ltd. (formerly known as "Wangxin Century Technologies (Beijing) Co., Ltd."), or Beijing Xunjing, which was established in October 2015 and currently a subsidiary of Wangwenhua. Beijing Wangxin primarily engages in technology development and related services.

- Shenzhen Crystal Interactive Technologies Co., Ltd., which was established in May 2016 and currently a subsidiary of Shenzhen Onething, and it primarily engages in development of computer software and provision of information technology services.

- Beijing Onething Technologies Co., Ltd., which was established in January 2017, and it primarily engages in development of computer software and provision of information technology service.

- Henan Tourism Information Co., Ltd., which we acquired 80% of the total equity interest from an independent third party in June 2018 and it primarily engages in computer software development, information consultation, entertainment services, advertising, and certain information services under Type II value-added telecommunication businesses.

- In February 2011, we established a direct wholly owned subsidiary, Xunlei Network Technologies Limited, or Xunlei Network BVI, in the British Virgin Islands. In March 2011, we established Xunlei Network Technologies Limited, or Xunlei Network HK, in Hong Kong, which is the direct wholly owned subsidiary of Xunlei Network BVI. Xunlei Network HK primarily engages in the development of computer software and advertising services.

In November 2011, we established Xunlei Computer in China, which is the direct wholly owned subsidiary of Xunlei Network HK. Xunlei Computer primarily engages in the development of computer software and information technology services.

In May 2018, Xunlei Network HK acquired all equity interest of HK Onething Technologies Limited, or Onething HK. Onething HK operates our cloud computing business in Hong Kong, including selling our cloud computing device, Onething Cloud in Hong Kong and business development for international markets. In July 2018, Onething HK, together with a Thai individual and a Thai company, established Onething Co., Ltd. (Thailand), or Onething Thailand, in Thailand. Onething HK holds 49% of the total equity interest of Onething Thailand while has 90.57% of the total voting power of all equity interest of Onething Thailand. Onething Thailand primarily engages in cloud computing business in Thailand, including selling our cloud computing device, Onething Cloud in Thailand.

In June 2014, we completed the initial public offering of our ADSs, which are listed on the NASDAQ Global Select Market under the symbol "XNET."

In September 2014, we, through Shenzhen Xunlei Networking Technologies Co., Ltd., acquired from subsidiaries of Kingsoft Corporation Limited Kuaipan Personal and Kansunzi, both software services in support of cloud-sourced storage and sharing, and their related business and assets, for an aggregate cash consideration of US$33 million. Kuaipan Personal has recently developed into a cloud-sourced content service platform.

In July 2015, we completed the sale of our entire stake in Xunlei Kankan to Beijing Nesound International Media Corp., Ltd., an independent third party, for a consideration of RMB130.0 million (US$18.9 million), of which RMB26.0 million (US$4.0 million) remains unpaid and has been impaired as of December 31, 2017. In 2018, Shenzhen Xunlei Networking Technologies Co., Ltd. entered into a settlement agreement with Beijing Nesound International Media Corp., Ltd. Pursuant to the settlement agreement, Beijing Nesound International Media Corp., Ltd. has paid us RMB10.0 million (US$1.5 million) in 2018 and will settle the remaining RMB16.0 million (US$2.3 million) in 2019. This sale is part of our strategy to streamline our business and continue our transition into mobile internet.

Our principal executive offices are located at: 20-23/F, Block B, Building No. 12, No.18 Shenzhen Bay ECO-Technology Park, Keji South Road, Yuehai Street, Nanshan District, Shenzhen, the People's Republic of China. Our telephone number at this address is +86 755-8633-8443. Our registered office in the Cayman Islands is located at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Our agent for service of process in the United States is Law Debenture Corporate Services Inc.

See "Item 5. Operating and Financial Review and Prospects—B. Liquidity and Capital Resources—Capital Expenditures" for a discussion of our capital expenditures.

B. Business Overview

Overview

We are a leading cloud-based acceleration technology company and an innovator in shared cloud computing and blockchain technology in China. We operate a powerful internet platform in China based on cloud technology to enable our users to quickly access, manage, and consume digital media content on the internet. In recent years, we have expanded our products and services from PC-based devices to mobile devices in part through pre-installed acceleration products in mobile phones to further enlarge our user base and offer our users a wider range of access points. We provide a wide range of products and services across cloud acceleration, blockchain, shared cloud computing and digital entertainment to deliver an efficient, smart and safe internet environment.

To address deficiencies of digital media transmission over the internet in China, such as low speed and high delivery failure rates, we provide users with quick and easy access to online digital media content through core products and services below:

- Xunlei Accelerator, our most popular and free product, which enables users to accelerate digital transmission over the internet and has approximately 128.4 million monthly unique visitors in December 2018, according to our internal record; and

- Cloud acceleration subscription services, which are delivered through our product, Green Channel, and offer users premium services for speed and reliability.

Benefitting from the large user base of our core product, Xunlei Accelerator, we have further developed various value-added services or products to meet a fuller spectrum of our users' digital media content access and consumption needs. These value-added services and products primarily include (i) cloud computing services, (ii) live video services, and (iii) online game services.

As a part of our cloud-based mobile strategies, we launched Mobile Xunlei, a mobile app that allows users to search, download and consume digital media content on their mobile devices in a user friendly way, in 2012 as an important step in expanding our services to mobile devices. Mobile Xunlei gained popularity while bigger screen phones with enhanced storage capacity changed mobile phone users' behavior in accessing and consuming digital media content. Based on our own record, the monthly average daily active user of this application was about 7.4 million in 2018. Mobile Xunlei is also one of the most downloaded applications in its category. In the fourth quarter of 2015, we started to monetize our mobile traffic through advertising sales and generated our first mobile advertising revenues. Mobile Xunlei supplements our existing subscriptions business, enabling us to reach a wider scope of user base and expand our services to additional devices of a user who has multiple devices.

Our mobile initiatives also benefits from our relationship with Xiaomi, one of our strategic shareholders. Since 2014, we have entered into a pre-installing services agreement with a Xiaomi group company which manufactures Xiaomi phones, a well-recognized brand of smart phones in China. Pursuant to the agreement, we agree to provide our Mobile Xunlei acceleration plug-in, and the mobile phone manufacturer agrees to install such plug-in on its phones, free of charge. Such pre-installment arrangement provides mobile phone users with access to our acceleration services, which we believe enhances our ability to generate more user traffic. Our mobile acceleration software has been officially adopted by Xiaomi's operating systems, MIUI6, MIUI7, MIUI8, MIUI9 and MIUI10 and the software has been installed on Xiaomi phones sold in China, including both new phones shipments and system upgrades from existing Xiaomi phones.

Another key part of our strategies is to continue our innovation in crowdsourcing of idle bandwidth capacity and potential storage from users of our cloud computing hardware devices so that we can continuously deliver computing resources to third parties, such as internet content providers, through our CDN services. We started to generate revenue from selling crowdsourced uplink capacity we collected from users of our cloud computing services to third parties in the third quarter of 2015. To further develop our cloud computing business, we launched our decentralized cloud computing product, OneThing Cloud, in 2017. OneThing Cloud is essentially a cloud-based storage and sharing device that allows users to share their idle internet bandwidth and storage resources with our content delivery networks. In 2018, the third parties that purchased our crowdsourced bandwidth capacity mainly include internet content providers such as iQiyi and Xiaomi. As an important part of our cloud strategy, LinkToken, a blockchain product formerly known as OneCoin, was developed in 2017. LinkToken essentially is a type of digital ticket generated by using our OneThing Cloud hardware device. The underlying technology of LinkToken is blockchain technology. By voluntarily participating in our OneThing reward program, users of our OneThing Cloud can be rewarded with LinkToken upon meeting certain conditions. The amount of LinkTokens awarded depends on a number of factors including, but not limited to, the size of bandwidth and external storage users contribute, the length of time online, and the usage of computing resources. Rewarded LinkTokens can be used to redeem for a variety of products and services offered in the LinkToken Mall and exchange for a limited number of products and services offered by us or developed by third parties. As of the date of this annual report, a vast majority of the redemption was for the products and services in the LinkToken Mall with a minimal amount of redemption for services and products offered by us or by third parties. In 2018, we entered into an agreement with an independent third party to transfer of our LinkToken operations and the related assets and liabilities. Upon the completion of the disposal in April 2019, the transferee obtained the exclusive right to carry out LinkToken operations inside and outside mainland China, including without limitation, the formulation, amendment and execution of the rules governing the rewarding of LinkToken to users, operations of LinkToken Pocket and the LinkToken Mall. After the disposal, subject to rewarding rules determined by the independent third party, users of our OneThing Cloud are still able to be rewarded with LinkTokens and holders of LinkTokens are still able to redeem for products and services offered by us or developed by third parties. In addition, we will also provide technical support to such independent third party with respect to their LinkToken operations.

In 2018, we continued our efforts in cloud computing and blockchain area and launched StellarCloud and ThunderChain. StellarCloud is a shared cloud computing platform that upgraded our existing content delivery network (CDN) services to Infrastructure as a Service (IaaS). It provides powerful and cost-effective cloud computing solutions and shares its extensive node distribution with its enterprise users, enabling efficient and cost-effective access. StellarCloud also offers edge computing, function computing and shared CDN (SCDN) solutions to our enterprise users. ThunderChain signifies our first accomplishment in our research and development of blockchain infrastructure. ThunderChain is an open platform that enables our enterprise users to develop, manage and migrate to blockchain-based decentralized applications. StellarCloud and ThunderChain, together with our OneThing Cloud, form an ecosystem participated by a large number of users, developers and companies. Within the ecosystem, OneThing Cloud users can voluntarily share their idle computing resources to receive LinkTokens as a proof of contribution. LinkTokens can be used to exchange for a limited number of products and services offered by us or developed by third parties. With LinkTokens, enterprise users can also exchange for the idle computing resources contributed by OneThing Cloud users.

The technological backbone of our products and services is our cloud acceleration technology, comprised of a proprietary file locating system and massive file index database. Our technology enables us to support greater user expansion with incremental increases in server and bandwidth costs. This technology, based on distributed computing architecture, along with our indexing technology, enables users to access internet content in an efficient manner.

We generated revenues by monetizing our large user base, primarily through the following services:

- Cloud acceleration subscription services. We provide premium acceleration services to subscribers to enable faster and more reliable access to digital media content;

- Online advertising services (including mobile advertising). We offer advertising services by providing marketing opportunities on our websites, mobile Xunlei application and platform to our advertisers;

- Sales of our cloud computing devices. OneThing Cloud is a hardware device that provides our users with easy access to our cloud computing services. We generate a portion of our revenue from selling OneThing Cloud device to our users; and

- Other internet value-added services. We offer multiple other value-added services to our users including our cloud computing services, live video services and online game services.

Our revenues increased from US$141.0 million in 2016 to US$201.9 million in 2017 and further to US$232.1 million in 2018. We had a net loss attributable to Xunlei Limited of US$24.1 million in 2016, US$37.8 million in 2017 and US$39.3 million in 2018.

Our platform

On our platform, users can accelerate internet content transmission, develop and operate blockchain-based services and applications and enjoy popular forms of internet-based entertainment, such as watching live online performance and playing a broad range of the latest online games.

Cloud-based acceleration

We provide data transmission acceleration services based on cloud computing technology to internet users. Our cloud computing technology utilizes a network of computers hosted on the internet to store, manage, and process data, thus providing our users with acceleration in internet data transmission and improves their download success rates. We provide our acceleration services to internet users with the following products and services.

Accelerator

We launched our core product, Xunlei Accelerator, in 2004 to address deficiencies of digital media content transmission over internet in China, such as low speed and high delivery failure rates. Xunlei Accelerator allows users to accelerate digital transmission over the internet for free. Xunlei Accelerator also bridges users with diverse needs to other services we offer, such as: Xunlei Media Player, which supports both online and offline video watching, and our various online games, by recommending and providing links to these services on its user interface.

Xunlei Accelerator is designed to provide an effective digital media content transmission solution to our users. In addition to our featured transmission acceleration function, we have integrated certain features into the interface of Xunlei Accelerator to enhance the overall user experience while helping users transmit their desired content efficiently. For example, Xunlei Accelerator provides a platform to integrate other third-party plug-in applications. Users can add application tabs to create shortcuts to various services that are provided by us, third-party application developers and application venders who have business relationships with us. Xunlei Accelerator also has a task management console to allow users to track and manage their transmissions in progress, to manage and prioritize cloud-based data transmission tasks, or manage and synchronize transmitted content across multiple internet-enabled devices.

Mobile acceleration plug-in

We offer a mobile acceleration plug-in, which provides mobile device users with benefits of download speed acceleration and download success rate improvements similar to those offered by the PC-based Xunlei Accelerator. Our mobile acceleration plug-in has been adopted by Xiaomi, a Chinese smartphone maker, on its operating systems, MIUI6, MIUI7, MIUI8, MIUI9 and MIUI10. Xiaomi installs our mobile acceleration plug-in on all of its new phones sold in China free of charge and adds such plug-in to the existing ones via system upgrade. Xiaomi phone users thus have access to our acceleration services.

Subscription services

We charge monthly or annual fees for our premium cloud acceleration subscription services. The benefits and services within the subscription package, which typically include incrementally larger bandwidth and faster acceleration speed, are upgraded according to the VIP levels. The subscription fees generally remain unchanged for subscribers at higher VIP levels. Our cloud acceleration subscription services are delivered through our major premium acceleration product, Green Channel. It allows our subscribers to transmit digital media files from the internet, which significantly improves speed and reliability of such transmission. This is particularly helpful when subscribers need to transmit files that are only available from slow or unreliable data transmission sources, or to transmit a group of files while having only limited internet connectivity time. In addition to our major premium acceleration product, our product, Fast Bird, also accelerates our subscribers' internet access by increasing the bandwidth of the network system provided by telecommunications service providers.

We adopted different strategies and various promotion programs for each VIP level. For example, when we discovered that some of our users were not aware of our subscription services, we provided users with greater exposure to our subscription services in different parts of our platform and promoted products with significant potential interests to specific users. We use our powerful digital data analysis capabilities to explore different areas of user needs previously unmet by existing functions and research and develop relevant functions based on such analysis. We offer users promotional measures, such as providing some free trials of premium acceleration services, to show the differences in the data transmission speeds to demonstrate how our premium services tremendously enhance data delivery speed and overall subscriber experience. In order to promote customer loyalty, we may elevate the VIP levels of our subscribers if they actively engage in our services. Once upgraded to certain higher VIP levels, our subscribers may be offered additional independent accounts, internally termed as sub-accounts, at no additional charges. Such sub-accounts allow users to access our premium acceleration services, at no additional charge.

We had a subscriber base of 4.2 million, 4.3 million and 3.8 million as of December 31, 2016, 2017 and 2018, respectively. In this annual report, the number of subscribers as of a given day excludes any sub-accounts.

Mobile Xunlei

Mobile Xunlei is a mobile application that allows users to search, download and consume digital media content on their mobile devices. The monthly average daily active user of this product was about 7.4 million in 2018. We started to monetize our mobile traffic through advertising sales and generated our first mobile advertising revenues in late 2015. Since then, our mobile advertising business has grown rapidly. In 2018, our revenue generated from our mobile advertising business increased by 28.8% from US$21.2 million in 2017 to US$27.3 million in 2018.

Moreover, this mobile application also supplements our existing subscriptions business. Many of our mobile application users also became users of our PC-based Xunlei Accelerator.

Cloud computing

We launched our cloud computing project in 2014, which crowdsources idle uplink capacity from internet users who have bought and connected our proprietary hardware, Zhuanqianbao, or ZQB, to their network router. Our ZQB devices can allocate those users' idle uplink capacity to us for our further allocation to internet content providers. We pay users of our ZQB devices for the use of their idle uplink capacity.

To further develop our cloud computing business and at the same time explore emerging blockchain technology, we launched our decentralized cloud computing product, OneThing Cloud, in 2017. OneThing Cloud is a cloud-based storage and sharing device, which crowdsources idle uplink capacity from our users who have bought and connected their OneThing Cloud devices to their network router. Similar to ZQB, OneThing Cloud crowdsources users' idle computing resources for our further allocation to third parties, such as internet content providers, through our CDN services. However, an important difference between OneThing Cloud and ZQB is that users of OneThing Cloud can voluntarily participate in OneThing reward program and be rewarded with LinkTokens, which can be used to redeem for products and services. To focus more on the research and development of blockchain infrastructure, we transferred our LinkToken operations exclusively to an independent third party. Upon the completion of the transaction in April 2019, the transferee obtained the exclusive right to carry out LinkToken operations inside and outside mainland China including, without limitation, the exclusive right to formulate, amend and implement the rules governing the rewarding of LinkTokens to users, the exclusive right to operate LinkToken Pocket and LinkToken Mall. Intangible assets associated with the LinkToken operations were also transferred to the transferee in the transaction.

In 2018, we further advanced our cloud computing business and launched StellarCloud. StellarCloud is a distributed cloud computing platform that integrates the idea of shared economy and blockchain technology with cloud computing technology. Leveraging our proprietary technologies, such as stellar scheduling, weak network acceleration and network dynamic defense, and the advantages of extensive distribution of nodes over traditional cloud vendors, StellarCloud provides powerful and cost-effective cloud computing solutions, such as edge computing, function computing and shared CDN (SCDN) and shares its extensive node distribution with its enterprise users.

The crowdsourced uplink capacities are valuable resources that we target to commercialize with potential customers such as streaming websites and app stores. Depending on our own needs, we also utilize those crowdsourced uplink capacities for our business from time to time, reducing our purchase of bandwidth from traditional third party carriers.

ThunderChain

We rolled out our first blockchain infrastructure product, ThunderChain, in May 2018. ThunderChain is an open platform that enables users to develop, operate and migrate to blockchain-based decentralized applications and services. It currently has three modules and offers three corresponding services: (i) smart contract open platform that facilitates the formulation and implementation of smart contracts in an efficient manner, (ii) LinkToken redemption function that allows users to exchange LinkTokens for certain services by scanning QR code or using mobile applications, and (iii) ThunderChain file system that enables blockchain developers and enterprises to develop decentralized applications featuring distributed data storage, transparency, tamper-proof ability, traceability, reliability, security and encryption, mass storage and authorized distribution.

Live video services

We launched our live video services in 2016 and adjusted our business model in 2017. Under the new business model, while viewing live online performance given by broadcasters, users may interact on real-time basis with broadcasters, purchase virtual items from us to reward broadcasters they like. Users can access our live video services through Xunlei Live website and mobile app.

Xunlei Media Player

Xunlei Media Player, which we launched in 2008, is a supplementary tool that helps to deliver a more comprehensive viewing experience of digital media content to the users of Xunlei Accelerator. Xunlei Media Player is our proprietary product that supports both online and offline play of digital media content as well as simultaneous play of digital media content while it is being transmitted by Xunlei Accelerator.

Online game services

To better serve our users, we offer online games through our online game website and purchase licenses from, or enter into revenue sharing arrangements with, game developers. Such game play platform helps raise the average spending of our subscribers. Online game players can play the games free of charge, but are offered the opportunity to purchase in-game virtual items for a fee to enhance their game-playing experience.

In light of the overall decline in the web game market and our intention to allocate more resources on the development of our cloud computing business, we streamlined our online game business by disposing of our web game business in January 2018. After the disposal, we only operate MMOGs and mobile games for our online game services.

We may also from time to time offer other ancillary services to cater to users' needs and to supplement the major services we provide.

Technology

We provide accelerated data transmission services, available on PC and mobile devices, based on our distributed file locating system, designed to utilize our proprietary file indexing technology.

Indexing technology

Key elements of our file indexing technology include:

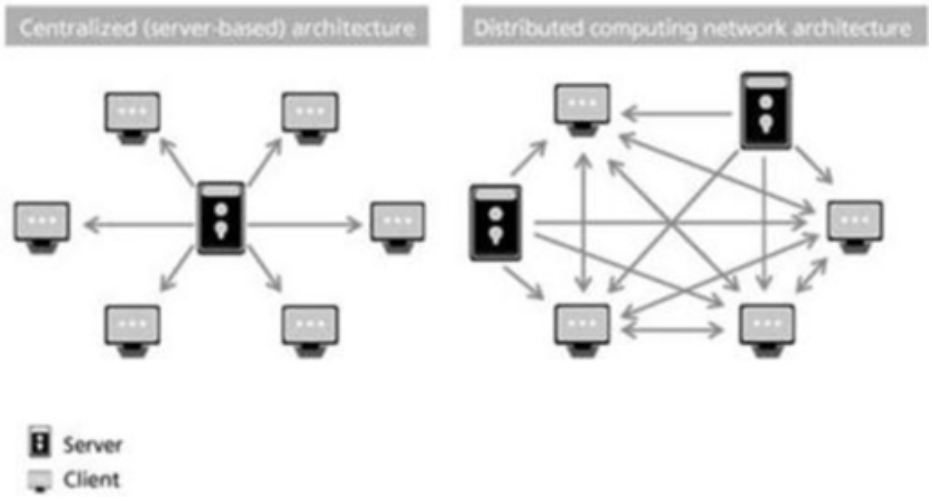
File indexing. We have created, and continue to maintain, a proprietary file index database that stores a massive index of unique file signatures representing all digital media content file that Xunlei Accelerator has found across the internet. Each file signature uniquely identifies the index of a given file. We store a list of each unique file's available data transmission locations from across the internet, which may include both peer and server computers, along with the estimated speed and reliability of each location.

Data mining. We also employ data mining algorithms, studying user habits in order to maximize the speed of our data delivery by ranking the keyword indexes that users search for and placing digital media content more likely to be searched by users in the more easily accessible locations in our network for optimal delivery speed.

Distributed internet crawling techniques. Our Xunlei Accelerator network acts as a system of distributed spiders to crawl the internet to search for digital media content files. Whenever the user initiates data transmission by using our Xunlei Accelerator, the URL of the data transmission location is uploaded to our server. We then use that URL to traverse and locate any other digital media content files that may also be available from the URL's internet page repositories. We then update our file index according to each traversal result.

Distributed file locating system

Our distributed file locating system is based on distributed computing architecture, which consists of all Xunlei Accelerator clients that are running and connected to the internet at a given time, along with the server addresses stored in our file index database. When users launch Xunlei Accelerator on a network-connected device, they are automatically connected to our distributed file locating system and contribute their bandwidth and computing power to our distributed file locating system, which enables users to locate and connect efficiently.



Key technologies include:

Multi-protocol file transfer technology. Our multi-protocol file transfer technology allows our product client to transmit, in parallel, from multiple sources that may use different file transfer protocols. Our multi-protocol file transfer technology significantly increases the number of data transmission sources available to further enhance data transmission performance.

Distributed file locating system. Our distributed file locating system helps users discover the best data transmission locations from across the internet, where a particular file may be transmitted or streamed for optimal performance. When a user requests data transmission using our Xunlei Accelerator, distributed file locating system will algorithmically prioritize and select from among the file's available data transmission locations an optimized subset of URLs based on their respective transmit speed and reliability, which is estimated through real-time collaborative interactions between our file index server and our massive network of active Xunlei Accelerator clients across the internet.

Network transport and traversal optimization. Our proprietary software algorithms perform dynamic internet bandwidth and throughput assessments across the Xunlei network and optimization of traffic routing to identify the most efficient path for data transport. These algorithms are designed to maximize delivery speed, reliability and efficiency, and support significant growth in network usage.

Cloud-based implementation

We provide cloud acceleration subscription services powered by our indexing technology and distributed file locating system. Our platform is compatible with different operating systems and hardware devices. As part of the infrastructure for the subscription services, except for proprietary load balancing and resource optimization algorithms, we maintain a virtual private network consisting of 155 co-location centers and over one million third party servers and over 10,000 servers that we own located throughout China.

We maintain proprietary load balancing and resource optimization algorithms, both of which help enhance our mass data mining on user habits to compile and maintain information on users' data transmission acceleration needs and requirements. As a cloud service provider, we use data mining for user habit prediction and co-location purposes. In user habit prediction, we analyze, sample and index user behavior data to help predict user acceleration needs and requirements. For co-location purposes, our program finds the most efficient and stable connection in our network for each transmission task. We also cooperate with telecom operators, maintaining logics and algorithms for our co-location centers in each telecom operator's network to enable real-time dynamic allocation of our servers and bandwidth to support user acceleration requirements. Our system automatically optimizes user connections based on key factors such as provincial network, firewall penetration and interconnection among various telecom operators.

Shared cloud computing model

We created a shared computing model and network by encouraging millions of personal users to share idle resources such as computing capacity, storage space and bandwidth through sharing economy smart devices OneThing Cloud and ZQB. With the shared cloud computing model, Xunlei provides high-quality, cost-effective cloud services for corporate clients. StellarCloud is a shared cloud computing platform which expands Xunlei's existing CDN services to Infrastructure as a Service (IaaS), offering edge computing, function computing and shared CDN solutions. StellarCloud is created to help companies in their transition to cloud, including content delivery, live streaming, data storage and artificial intelligence.

Blockchain platform

We launched ThunderChain, a high-performance blockchain platform, which can concurrently process millions of transactions per second. Based on our proprietary homogeneous multi-chain framework, ThunderChain is designed to realize confirmation and interaction among homogeneous chains and enable multiple transactions to be executed on different chains in parallel. An optimized practical byzantine fault tolerance, or PBFT, is adopted by ThunderChain as its consensus model which results in low latency and makes it possible to generate one block per second. PBFT, as a consistency algorithm, is also able to avoid soft fork. ThunderChain supports smart contracts written in solidity language and is compatible with Ethereum virtual machine, making it easy to migrate applications from other blockchain platforms.

Advertising services

We provide advertising services primarily through various forms of advertisements placed on our PC websites and mobile platform. We started to generate mobile advertising revenue for the first time in the fourth quarter of 2015, and it has grown rapidly since then. In 2016, 2017 and 2018, we had 115, 112 and 89 advertisers, respectively. The number of advertisers include the number of third party advertising platforms we cooperate with in each corresponding year, such as Guangdiantong. Our brand advertisers include international and domestic companies that operate in a variety of industries. A significant majority of our advertisers purchase our advertising services through third-party advertising agencies. We focus on providing advertisers with creative and cost-effective advertising solutions. We strive to creatively utilize our integrated service interface in designing a particular advertising campaign for advertisers.

Marketing

We built up our reputation and maintain our popularity primarily through word-of-mouth. We believe satisfied users and customers are more likely to recommend our services to others. Thus, we continue to focus on improving our services and enhancing our user experience. In the meanwhile, we also invest in a variety of marketing activities to further promote our brand awareness among existing and potential users as well as other customers. For example, we host or attend various public relations events, such as seminars, conferences and trade shows, in the advertising, online video and online game industries to attract users and advertisers. To retain and drive the growth of our subscribers, we market our premium paid services and place subscription advertisements at prominent locations throughout our integrated service offerings.

Intellectual property

Protection of our intellectual property

Our patents, copyrights, trademarks, trade secrets and other intellectual property rights are critical to our business. We rely on a combination of patent, copyright, trademark, trade secret and other intellectual property-related laws in the PRC and contractual restrictions to establish and protect our intellectual property rights. In addition, we require all of our employees to enter into agreements requiring them to keep confidential all information they obtain during the course of their employment relating to our technology, methods, business practices, customers and trade secrets. As of December 31, 2018, we had 61 patents granted in the PRC and four granted in the United States, while another 223 patent applications are being examined by the State Intellectual Property Office of the PRC. We also seek to vigorously protect our Xunlei brand and the brands of our other services. As of December 31, 2018, we have applied to register 863 trademarks, of which we have received 294 registered trademarks in different applicable trademark categories including one trademark registered with World Intellectual Property Organization.

Digital media data monitoring and copyright protection

We take initiatives to protect third-party copyrights. The internet industry in China suffers from copyright infringement issues and online digital media content providers are frequently involved in litigation based on allegations of infringement or other violations of copyrights. Assisted by an intellectual property team dedicated to copyright protection, we have implemented internal procedures pursuant to the legal requirements under relevant PRC laws and regulations to promptly disenable the download URL of contents for which we receive notice of infringement from the legitimate rights holder, and we work closely with the relevant regulatory authorities in China to ensure compliance with all relevant rules and regulations. We seek assurances in our contracts with digital media content providers that (i) they have the legal right to license the digital media data for the uses we require; (ii) the digital media content itself as well as the authorization or rights granted to us neither breach any applicable law, regulations or public morals, nor impair any third-party rights; and (iii) they will indemnify us for losses resulting from both the non-compliance of such digital media content with the laws and claims from third parties.

As of the date of this annual report, we have implemented several initiatives to further commit to copyright protection. In May 2014, we entered into a content protection agreement with the MPAA and its members, which are six major U.S. entertainment content providers. In that agreement, we agreed to implement a comprehensive system of measures designed to prevent unauthorized downloading of and access to such content providers' works. Despite the fact that we put in place preventive measures, we may still be subject to copyright infringement suits. For example, in January 2015, a few MPAA member studios filed 28 copyright infringement lawsuits against us on 28 video products in the Shenzhen Nanshan District Court in China. The court combined these cases into two cases for trial and entered a judgment on both cases on August 21, 2017. The court held, among others, that we infringed the plaintiffs' copyright on 28 video products and were required by the court to compensate the plaintiffs for a total of RMB1.4 million (US$0.2 million). As of the date of this annual report, we had paid a total of RMB1.4 million (US$0.2 million) to MPAA in accordance with the judgment entered by Shenzhen Nanshan District Court. For details, see "Item 3. Key Information—D. Risk Factors—Risks related to our business—We face and expect to continue to face copyright infringement claims and other related claims, including claims based on content available through our services, which could be time-consuming and costly to defend and may result in damage awards, injunctive relief and/or court orders, divert our management's attention and financial resources and adversely impact our business" and "Item 8. Financial Information—A. Consolidated Statements and Other Financial Information—Legal Proceedings."

User data safety

User data safety is a significant advantage we offer to our users. We try to improve user experience by usually maintaining two to four copies of one specific user file for data recovery in extreme circumstances such as system shutdown, private transmission backbone network problems and other contingencies beyond our control. The read and write characteristics of our distributed file locating system is identical to those of hard disks, and our unique user file decomposition and encryption algorithm enables us to maintain high standards for user data safety.

Competition

Due to our multiple service offerings, we face competition in several aspects of the internet services market in China. We believe that the key competitive factors in the overall internet services market in China include brand recognition, user traffic, technology platform and monetization abilities. We also face competition for the advertisement budgets of our advertisers from other internet companies and other forms of media.

Regulation

This section sets forth a summary of the most significant rules and regulations that affect our business activities in China.

Regulation on catalogue relating to foreign investment

Investment activities in the PRC by foreign investors are subject to the Catalogue for the Guidance of Foreign Investment Industry, or the Catalogue, which was promulgated and is amended from time to time by the Ministry of Commerce and the National Development and Reform Commission, or the NDRC. The Catalogue divides industries into three categories: encouraged, restricted and prohibited. Industries not listed in the Catalogue are generally open to foreign investment unless specifically restricted by other PRC regulations.

Pursuant to the latest Catalogue amended in June 2017, which took effect on July 28, 2017, which was revised by the Special Management Measures (Negative List) for the Access of Foreign Investment issued by the NDRC and MOFCOM on 28 June 2018, industries listed therein are divided into two categories: encouraged industries and the industries within the catalogue of special management measures, or the Negative List. The Negative List is further divided into two sub-categories: restricted industries and prohibited industries. Establishment of wholly foreign-owned enterprises is generally allowed in industries not included in the Negative List. For the restricted industries within the Negative List, some of them are limited to equity or contractual joint ventures, while in some cases Chinese partners are required to hold the majority interests in such joint ventures. In addition, restricted category projects are subject to government approvals and certain special requirements. Foreign investors are not allowed to invest in industries in the prohibited category. The provision of value-added telecommunications services falls in the restricted category and the percentage of foreign ownership cannot exceed 50% (excluding e-commerce). The provision of internet cultural operating service (including online game operation services), internet publication service and online transmission of audio-visual programs service fall in the prohibited category and the foreign investors are prohibited to engage in such services. We conduct our operations in China principally through contractual arrangements among Giganology Shenzhen, our wholly-owned PRC subsidiary, and Shenzhen Xunlei, our VIE, and its shareholders. Shenzhen Xunlei or its relevant subsidiary, holds the licenses and permits necessary to conduct our resource discovery network, cloud computing, online advertising, online games and related businesses in China and holds various operating subsidiaries that conduct a majority of our operations in China. Shenzhen Onething has obtained an updated VATS License to cover CDN service for our cloud computing business. Both of Giganology Shenzhen and Xunlei Computer, another wholly-owned PRC subsidiary of ours, engage in the development of computer software, technical consulting and other related technical services and businesses, none of which falls into any of encouraged, restricted or prohibited categories under the Catalogue. Hence, these activities are deemed as permitted and open to foreign investment.

In October 2016, the Ministry of Commerce issued the Interim Measures for Record-filing Administration of the Establishment and Change of Foreign-invested Enterprises, or FIE Record-filing Interim Measures, effective on the same day. Pursuant to FIE Record-filing Interim Measures, the establishment and change of foreign-invested enterprises are subject to record-filing procedures, instead of prior approval requirements, provided that the establishment or change does not involve special entry administration measures. If the establishment or change of FIE matters involve the special entry administration measures, the approval of the Ministry of Commerce or its local counterparts is still required. Pursuant to the Announcement 2016 No. 22 of the National Development and Reform Commission and the Ministry of Commerce dated October 8, 2016, the special entry administration measures for foreign investment apply to restricted and prohibited categories specified in the Catalogue, and the encouraged categories are subject to certain requirements relating to equity ownership and senior management under the special entry administration measures.

Regulation on telecommunications and internet information services

The telecommunications industry, including the internet sector, is highly regulated in the PRC. Regulations issued or implemented by the State Council, MIIT, and other relevant government authorities cover many aspects of operation of telecommunications and internet information services, including entry into the telecommunications industry, the scope of permissible business activities, licenses and permits for various business activities and foreign investment.

The principal regulations governing the telecommunications and internet information services we provide in the PRC include:

- *Telecommunications regulations* (2016, revised), or the Telecom Regulations. The Telecom Regulations categorize all telecommunications businesses in the PRC as either basic or value-added. Value-added telecommunications services are defined as telecommunications and information services provided through public network infrastructures. The "Catalogue of Telecommunications Business," an attachment to the Telecom Regulations and updated by MIIT's Notice on Adjusting the Catalogue of Telecommunications Business effective from April 1, 2003 and amended on March 1, 2016, categorizes various types of telecommunications and telecommunications-related activities into basic or value-added telecommunications services, according to which, internet content provider services, or ICP services, are classified under the second category of value-added telecommunications businesses and the CDN services, the internet access services and the internet data center services are classified under the first category of value-added telecommunications business. Under the Telecom Regulations, commercial operators of value-added telecommunications services must obtain the VATS License covering the business classified under the relevant category from MIIT or its provincial level counterparts.

- *Administrative measures on internet information services* (2011, revised), or the Internet Measures. According to the Internet Measures, a commercial ICP service operator must obtain a VATS License from the relevant government authorities before engaging in any commercial ICP service within the PRC. When the ICP service involves areas of news, publication, education, medical treatment, health, pharmaceuticals, medical equipment and other industry and if required by law or relevant regulations, prior approval from the respective regulating authorities must be obtained prior to applying for the VATS License covering the ICP services from MIIT or its local branch at the provincial level. Moreover, an ICP service operator must display its ICP License number in a conspicuous location on its website and must monitor its website to remove categories of harmful content that are broadly defined.

- Administrative measures for telecommunications business operating license (2017, revised), or the Telecom License Measures. The Telecom License Measures set forth more specific provisions regarding the types of licenses required to operate value-added telecommunications services, the qualifications and procedures for obtaining such licenses and the administration and supervision of such licenses. For example, an ICP service operator conducting business within a single province must apply for the VATS License from MIIT's applicable provincial level counterpart, while an ICP service operator providing ICP services across provinces must apply for a Trans-regional VATS License directly from MIIT. The appendix to the VATS License must detail the permitted activities to be conducted by the ICP service operator. An approved ICP service operator must conduct its business in accordance with the specifications recorded on its VATS License. The VATS License is subject to annual report requirement. An ICP service operator shall report certain information to the issuing authorities through the administrative platform in the first quarter every year. Such information includes the business performance of the telecommunications business in the previous year, service quality, the actual implementation of the network and information security guarantee systems and measures, among others. ICP service operator shall be responsible for the truthfulness of the information in the annual report.

- *Detailed rules on the administration of internet websites* (2005), which set forth that the website operator is required to apply for the ICP filing from MIIT or its local branches at the provincial level on its own or through the access service provider.

- *Regulations for administration of foreign-invested telecommunications enterprises* (2016, revised), or the FITE Regulations. The FITE Regulations set forth detailed requirements with respect to, among others, capitalization, investor qualifications and application procedures in connection with the establishment of a foreign-invested telecommunications enterprise. Under the FITE Regulations, a foreign entity is prohibited from owning more than 50% of the total equity interest in any value-added telecommunications service business in the PRC and the major foreign investor in any value-added telecommunications service business in the PRC shall have good and profitable records and operating experiences in such industry.

- *Circular on strengthening the administration of foreign investment in and operation of value-added telecommunications business (2006)*. Under this circular, a domestic PRC company that holds a VATS License is prohibited from leasing, transferring or selling the VATS License to foreign investors in any form, and from providing any assistance, including providing resources, sites or facilities, to foreign investors that conduct value-added telecommunications business illegally in the PRC. Further, the domain names and registered trademarks used by an operating company providing value-added telecommunications service shall be legally owned by such company and/or its shareholders. In addition, such company's operation premises and equipment should comply with the approved covering region on its VATS License, and such company should establish and improve its internal internet and information security policies and standards and emergency management procedures.

- *Circular of the Ministry of Industry and Information Technology on Clearing up and Regulating the Internet Access Service Market (2017)*, which, among others, further strengthens the supervision and management of the applications of cloud computing, big data and other applications. For an enterprise that conducts the CDN business without a VATS License specifically covering such business, it must submit a written commitment to the original license issuing authority before March 31, 2017, undertaking that an eligible VATS License will be obtained by the end of 2017. If such enterprise fails to make the commitment on time, it must carry out business activities strictly in compliance with their existing licenses. Furthermore, if the enterprise fails to obtain the eligible VATS License as committed it should terminate the relevant business starting from January 1, 2018.

To comply with these PRC laws and regulations, we operate our websites through Shenzhen Xunlei, our PRC variable interest entity. We, through Shenzhen Xunlei or its subsidiaries, currently hold a VATS License covering its ICP services expiring on April 30, 2020 and another VATS License for its provision of could computing services including internet data center services and internet access services expiring on January 19, 2021, and own the essential trademarks and domain names in relation to our value-added telecommunications business. Shenzhen Onething has obtained an updated VATS License to cover the CDN service for our cloud computing business.

Under various laws and regulations governing ICP services, ICP services operators are required to monitor their websites. They may not produce, duplicate, post or disseminate any content that falls within the prohibited categories and must remove any such content from their websites, including any content that:

- opposes the fundamental principles determined in the PRC's Constitution;

- compromises state security, divulges state secrets, subverts state power or damages national unity;

- harms the dignity or interests of the State;

- incites ethnic hatred or racial discrimination or damages inter-ethnic unity;

- sabotages the PRC's religious policy or propagates heretical teachings or feudal superstitions;

- disseminates rumors, disturbs social order or disrupts social stability;

- propagates obscenity, pornography, gambling, violence, murder or fear or incites the commission of crimes;

- insults or slanders a third party or infringes upon the lawful rights and interests of a third party; or

- includes other content prohibited by laws or administrative regulations.

The PRC government may shut down the websites of VATS License holders that violate any of such content restrictions and requirement, revoke their VATS Licenses or impose other penalties pursuant to applicable law. To comply with these PRC laws and regulations, we have adopted internal procedures to monitor content displayed on our website.

Regulation on online transmission of audio-visual programs

On April 25, 2016, SAPPRFT issued the *Administrative Provisions on Audio-Visual Program Services through Private Network and Targeted Communication*, which replaced the Measures for the Administration of Publication of Audio-visual Programs through Internet or Other Information Network, or the 2004 Internet A/V Measures. Pursuant to these provisions, "audio-visual program services through private network and targeted communication" refer to radio, TV program and other audio-visual program services to a targeted audience with TV and all types of handheld electronic equipment as terminal recipients, and through setting up virtual private network through local networks and internet or with Internet and other information networks as targeted transmission channels, including the provision of contents, integrated broadcast control, transmission and distribution, and other activities conducted by such forms as Internet protocol television (IPTV), private network mobile TV, and Internet TV. Any provider who engages in aforesaid service must obtain a license from GAPPRFT. Wholly foreign-owned enterprises, Sino-foreign joint ventures and Sino-foreign cooperative enterprises are not allowed to engage in the above business. On April 13, 2005, the State Council promulgated the Certain Decisions on the Entry of the Non-State-owned Capital into the Cultural Industry. On July 6, 2005, MOC, GAPPRFT, the NDRC and the Ministry of Commerce, jointly adopted the Several Opinions on Canvassing Foreign Investment into the Cultural Sector. According to these regulations, non-State-owned capital and foreign investors are not allowed to conduct the business of transmitting audio-visual programs via information network.

On December 20, 2007, GAPPRFT and MIIT jointly promulgated the *Administrative Provisions on Internet Audio-visual Program Service*, or the Audio-visual Program Provisions, which came into effect on January 31, 2008 and was revised on August 28, 2015. The Audio-visual Program Provisions apply to the provision of audio-visual program services to the public via internet (including mobile network) within the territory of the PRC. Providers of internet audio-visual program services are required to obtain a License for Online Transmission of Audio-visual Programs issued by GAPPRFT or complete certain registration procedures with GAPPRFT. Providers of internet audio-visual program services are generally required to be either State-owned or State-controlled by the PRC government, and the business to be carried out by such providers must satisfy the overall planning and guidance catalog for internet audio-visual program services determined by GAPPRFT. In a press conference jointly held by GAPPRFT and MIIT to answer questions with respect to the Audio-visual Program Provisions in February 2008, GAPPRFT and MIIT clarified that providers of internet audio-visual program services who engaged in such services prior to the promulgation of the Audio-visual Program Provisions shall be eligible to register their business and continue their operation of internet audio-visual program services so long as those providers had not been in violation of the laws and regulations. On March 10, 2017, SAPPRFT promulgated the *Categories of the Internet Audio-Video Program Services*, which classifies internet audio-video programs into four categories.

On May 21, 2008, GAPPRFT issued a *Notice on Relevant Issues Concerning Application and Approval of License for Online Transmission of Audio-visual Programs*, which further sets forth detailed provisions concerning the application and approval process regarding the License for Online Transmission of Audio-visual Programs. The notice also provides that providers of internet audio-visual program services who engaged in such services prior to the promulgation of the Audio-visual Program Provisions shall also be eligible to apply for the license so long as their violation of the laws and regulations is minor and can be rectified timely and they have no records of violation during the latest three months prior to the promulgation of the Audio-visual Program Provisions.

On December 28, 2007, GAPPRFT issued the *Notice on Strengthening the Administration of TV Dramas and Films Transmitted via the Internet, or the Notice on Dramas and Films*. According to this notice, if audio-visual programs published to the public through an information network fall under the film and drama category, the requirements of the Permit for Issuance of TV Dramas, Permit for Public Projection of Films, Permit for Issuance of Cartoons or academic literature movies and Permit for Public Projection of Academic Literature Movies and TV Plays will apply accordingly. In addition, providers of such services should obtain prior consents from copyright owners of all such audio-visual programs.

Further, on March 31, 2009, GAPPRFT issued the *Notice on Strengthening the Administration of the Content of Internet Audio-visual Programs*, or the *Notice on Content of A/V Programs* which reiterates the requirement of obtaining the relevant permit of audio-visual programs to be published to the public through information network, where applicable, and prohibits certain types of internet audio-visual programs containing violence, pornography, gambling, terrorism, superstition or other hazardous factors. In addition, on August 14, 2009, GAPPRFT issued the *Notice on Relevant Issues Regarding Strengthening of the Administration of Internet Audio/visual Program Services Received by Television Terminals*, which specifies that prior to providing audio-visual program services for television terminals, an ICP service operator shall obtain the License for Online Transmission of Audio-visual Programs containing the scope of "Integration and Operation Services of Audio-visual Programs Received by Television Terminals." On March 10, 2017, SAPPRFT issued the *Internet Audio/Visual Program Services Categories (Provisional)*, or the Provisional Categories, which classified internet audio-visual programs into four categories.

To comply with these laws and regulations, Henan Tourism Information Co., Ltd., or Henan Tourism, one of our operating subsidiaries in the PRC, currently holds a License for Online Transmission of Audio-visual Programs with an effective period from February 2018 to February 2021. See "Risk factors —Risks related to our business—We are strictly regulated in China. Any lack of requisite licenses or permits applicable to our business and any changes in government policies or regulations may have a material and adverse impact on our business, financial condition and results of operations."

Regulation on online cultural activities

On February 17, 2011, MOC promulgated the *Provisional Measures on Administration of Internet* Culture, or the Internet Culture Measures, which became effective as of April 1, 2011 and amended on December 15, 2017, and the *Notice on Issues Relating to Implementing the Newly Amended Provisional Measures on Administration of Internet Culture* on March 18, 2011. MOC also abolished the *Provisional Measures on Administration of Internet Culture* promulgated on May 10, 2003 and amended on July 1, 2004 as well as the *Notice on Issues Relating to Implementing the Provisional Measures on Administration of Internet Culture* issued on July 4, 2003. The Internet Culture Measures apply to entities that engage in activities related to "online cultural products." "Online cultural products" are classified as cultural products produced, disseminated and circulated via internet which mainly include: (i) online cultural products particularly produced for the internet, such as online music entertainment, network games, network performance programs, online performing arts, online artworks and online animation features and cartoons; and (ii) online cultural products converted from music entertainment, games, performance programs, performing arts, artworks and animation features and cartoons, and disseminated via the internet. Pursuant to these measures, entities are required to obtain relevant Online Culture Operating Permits from the applicable provincial level culture administrative authority if they intend to commercially engage in any of the following types of activities:

- production, duplication, importation, distribution or broadcasting of online cultural products;
- publication of online cultural products on the internet or transmission thereof via information networks such as the internet and the mobile networks to computers, fixed-line or mobile phones, television sets or gaming consoles for the purpose of browsing, reviewing, using or downloading such products by online users; or
- exhibitions or contests related to online cultural products.

On December 2, 2016, the MOC issued *the Administrative Measures for Business Activities of Online Performances*, which became effective on January 1, 2017. According to these measures, the business of transmitting in real time the content of online games presented or narrated via information networks such as the internet, mobile communication networks and mobile internet or uploading such contents for communication in the audio-visual form shall be administered as online performances. An operator of online performances shall apply for Online Culture Operating Permit with the competent provincial cultural administration department, and the business scope indicated on the Online Culture Operating Permit shall clearly include online performances. In addition, an operator of online performances shall present the number of its Online Culture Operating Permit in a prominent position on the homepage of its websites.

To comply with these then and currently effective laws and regulations, Shenzhen Xunlei obtained an Online Culture Operating Permit, which was last renewed in March 2019 with an effective period from March 16, 2019 to March 15, 2022 to operate online games (including issuance of virtual currency for online games), offer music entertainment product online, operate online performance business and online shows business, and engage in the exhibition of online culture products and competition activities. Xunlei Games obtained an Online Culture Operating Permit, which was renewed with an effective period from July 31, 2016 to July 30, 2019 to operate online games (including issuance of virtual currency for online games). Shenzhen Wangwenhua obtained an Online Culture Operating Permit with an effective period from May 2, 2017 to May 1, 2020 to operate online games (including issuance virtual currencies for online games), online performance business, and online shows business. In addition, Shenzhen Zhuolian Software Co., Ltd. obtained an Online Culture Operating Permit with an effective period from January 9, 2018 to January 8, 2019 to operate online performance business and online shows business.

Regulation on online games

MOCT (formerly the MOC) is the government agency primarily responsible for regulating online games in the PRC. On June 3, 2010, MOC promulgated the *Provisional Measures on the Administration of Online Games*, amended on December 15, 2017, pursuant to which the content of the online games are subject to the review of MOC. These measures set forth a series of prohibitions regarding the content of the online games, including but without limitation the prohibition on content that oppose the fundamental principles stated in the PRC Constitution, compromise state security, divulge state secrets, subvert state power or damage national unity, and content that is otherwise prohibited by laws or administrative regulations. Moreover, in accordance with these measures, ICP service operators engaging in any activities involving the operation of online games, issuance or trading of virtual currency must obtain the Online Culture Operating Permit and handle the censorship procedures for imported online games and the filing procedures for domestically developed online games with MOC and its provincial counterparts. The procedures for the censorship of imported online games must be conducted with MOC prior to the commencement date of the online operation and the filing procedures for domestic online games must be conducted with MOC within 30 days after the commencement date of the online operation or the occurrence date of any material alteration of such online games. Regarding virtual currency trading, ICP service operators can only issue virtual currency in exchange of the service provided by itself rather than trading for service or products provided by third parties. ICP service operators cannot appropriate the advance payment by the players and are not allowed to provide trading service of virtual currency to minors. All the transactions in the accounts shall be kept in records for a minimum of 180 days. To comply with these laws and regulations, Shenzhen Xunlei, Xunlei Games, and Shenzhen Wangwenhua have obtained an Online Culture Operating Permit for our operation of online games.

Further, the online publication of online games is subject to the regulation of SAPPRFT under the *Administrative Provisions on Online Publishing Services* and ICP service operators must obtain the Network Publication Service License prior to provision of any online game services. On September 28, 2009, GAPPRFT, the National Copyright Administration and the National Office of Combating Pornography and Illegal Publications jointly published the *Notice Regarding the Consistent Implementation of the "Stipulations on 'Three Provisions' of the State Council and the Relevant Interpretations of the State Commission Office for Public Sector Reform and the Further Strengthening of the Administration of Pre-examination and Approval of Internet Games and the Examination and Approval of Imported Internet Games*", or the Notice of Three Provisions and Internet Games, which expressly requires that all online games need to be screened by GAPPRFT through the advanced approvals before they are operated online, and any updated online game versions or any change to the online games shall be subject to further advanced approvals before they can be operated online. In addition, foreign investors are prohibited from operating online games by the forms of Sino-foreign joint ventures, Sino-foreign cooperatives and wholly foreign-owned enterprises. The indirect functions such as contractual control and technology supply are also prohibited.

Moreover, on December 1, 2016, MOC issued *the Circular of the Ministry of Culture on Regulating the Operations of Online Games and Strengthening Interim and Ex-Post Regulation*, which will become effective on May 1, 2017. MOC further clarified the scope of online game operation in the circular. If an enterprise conducts technical testing of online games by means of, among others, making the online games available for user registration, opening the fee-charging system of the online games or providing client-end software with direct server registration and log-in functions, such enterprise is deemed to be an online game operator. If an enterprise provides user systems, fee-charging systems, program downloading, publicity and promotion and other services for the online game products of another game operator and participates in sharing the revenue from the operations of online games, such enterprise is deemed as a joint operator, and must bear corresponding liabilities. In addition, enterprises engaging in online game operations must require users to register their real names by using valid identity documents and must limit the amount that a user may top up each time in a single game. In addition, the enterprises are required to send information that requires confirmation by users when they top up or make the payments, and the contact details for protecting users' rights and interests must be indicated conspicuously in an online game.

Our online game services are currently operated by Shenzhen Xunlei, which holds an Internet Publication License for its publication of online games. Such license will expire on September 17, 2022. We also require the developers of certain online games to obtain the requisite approvals of relevant online games from SAPPRFT, and make the filings with MOCT, for relevant online games. See "Risk factors—Risks related to our business—We may not be able to successfully address the challenges and risks we face in the online games market, such as a failure to acquire and operate popular, high-quality games or to obtain all the licenses required to operate online games, which may subject us to penalties from relevant authorities, including the discontinuance of our online game business."

Regulation on anti-fatigue system, real-name registration system and parental guardianship project

In April 2007, GAPPRFT and several other government agencies issued a circular requiring the implementation of an anti-fatigue system and a real-name registration system by all PRC online game operators to curb addictive online game playing by minors. Under the anti-fatigue system, three hours or less of continuous playing by minors, defined as game players under 18 years of age, is considered to be "healthy," three to five hours to be "fatiguing," and five hours or more to be "unhealthy." Game operators are required to reduce the value of in-game benefits to a minor player by half if the minor has reached the "fatiguing" level, and to zero once reaching the "unhealthy" level.

To identify whether a game player is a minor and thus subject to the anti-fatigue system, a real-name registration system must be adopted to require online game players to register their real identity information before playing online games. The online game operators are also required to submit the identity information of game players to the public security authority for verification. In July 2011, GAPPRFT, together with several other government agencies, jointly issued the *Notice on Initializing the Verification of Real-name Registration for the Anti-Fatigue System on Online Games*, or the Real-name Registration Notice, to strengthen the implementation of the anti-fatigue and real-name registration system. The main purpose of the Real-name Registration Notice is to curb addictive online game playing by minors and protect their physical and mental health. This notice indicates that the National Citizen Identity Information Center of the Ministry of Public Security will verify identity information of game players submitted by online game operators. The Real-name Registration Notice also imposes stringent penalties on online game operators that do not implement the required anti-fatigue and real-name registration systems properly and effectively, including terminating their online game operations.

In January 2011, MOC, together with several other government agencies, jointly issued a Circular on Printing and Distributing Implementation Scheme regarding Parental Guardianship Project for Minors Playing Online Games to strengthen the administration of online games and protect the legitimate rights and interests of minors. This circular indicates that online game operators must have person in charge, set up specific service webpages and publicize specific hotlines to provide parents with necessary assistance to prevent or restrict minors' improper game playing behavior. Online game operators must also submit a report regarding its performance under the Parental Guardianship Project to the local MOC office each quarter.

We have developed and implemented an anti-fatigue and compulsory real-name registration system in our online games, and will cooperate with the National Citizen Identity Information Center to launch the identity verification system upon the issuance of relevant implementing rules. For game players who do not provide verified identity information, we assume that they are minors under 18 years of age. In order to comply with the anti-fatigue rules, we set up our system so that after three hours of playing our online games, minors only receive half of the virtual items or other in-game benefits they would otherwise earn, and after playing for more than five hours, minors would receive no in-game benefits.

Regulation on online game virtual currency

On February 15, 2007, MOC, the People's Bank of China and other relevant government authorities jointly issued the *Notice on Further Strengthening Administrative Work on the Internet Cafes and Online Games*, or the Internet Cafes Notice, pursuant to which the People's Bank of China is directed to strengthen the administration of virtual currency in online games to avoid any adverse impact on the economy and financial system. This notice provides that the total amount of virtual currency issued by online game operators and the amount purchased by individual game players should be strictly limited, with a strict and clear division between virtual transactions and real transactions carried out by way of electronic commerce. It also provides that virtual currency shall only be used to purchase virtual items. On June 4, 2009, MOC and Ministry of Commerce jointly issued the *Notice on Strengthening the Administrative Work on Virtual Currency of Online Games*, pursuant to which no enterprise may concurrently provide both virtual currency issuance service and virtual currency transaction service. In addition, the Provisional Measures on the Administration of Online Games require companies that (i) issue online game virtual currency (including prepaid cards and/or pre-payment or prepaid card points) or (ii) offer online game virtual currency transaction services to apply for the Online Culture Operating Permit from provincial branches of MOC. The regulations prohibit companies that issue online game virtual currency from providing services that would enable the trading of such virtual currency. Any company that fails to submit the requisite application will be subject to sanctions, including but not limited to termination of operation, confiscation of incomes and fines. The regulations also prohibit online game operators from allocating virtual items or virtual currency to players based on random selection through lucky draw, wager or lottery that involves cash or virtual currency directly paid by the players. In addition, companies that issue online game virtual currency must comply with certain specific requirements, for example, online game virtual currency can only be used for products and services related to the issuance company's own online games.

To comply with these regulations, Shenzhen Xunlei, Xunlei Games, and Shenzhen Wangwenhua have obtained an Online Culture Operating Permit for issuing online game virtual currency, and have filed their issuance of virtual currency with the local branch of MOC in Guangdong.

Regulation on internet publication

SAPPRFT (formerly the GAPPRFT) is the government agency responsible for regulating publication activities in the PRC. On June 27, 2002, MIIT and GAPPRFT jointly promulgated the *Tentative Administration Measures on Internet Publication*, or the Internet Publication Measures, which took effect on August 1, 2002. The Internet Publication Measures require internet publishers to secure approval, or the Internet Publication License, from GAPPRFT to conduct internet publication activities. In February 2016, the SAPPRFT and the MIIT jointly issued the *Administrative Measures on Network Publication*, which took effect in March 2016 and replaced the Internet Publication Measures. Pursuant to the Administrative Measures on Network Publication, Internet publishers shall be approved by and obtain a Network Publication Service License from GAPPRFT to engage in network publication service. The network publication services refer to the activities of providing network publications to the public through information networks; and the network publications refer to the digitalized works with the publishing features such as editing, producing and processing. The Administrative Measures on Network Publication also provide the detailed qualifications and application procedures for obtaining the Network Publication Service License. The Notice of Three Provisions and Internet Games issued jointly by GAPPRFT and other relevant administrations confirmed that the entities operating internet games must obtain the Internet Publication License. On February 21, 2008, the GAPPRFT promulgated the *Rules for the Administration of Electronic Publication*, or the Electronic Publication Rules, which took effect on April 15, 2008 and was amended on August 28, 2015. Under the Electronic Publication Rules and other regulations issued by the GAPPRFT, online games are classified as a kind of electronic publication, and publishing of online games is required to be conducted by licensed electronic publishing entities that have been issued standard publication codes. Pursuant to the Electronic Publication Rules, if a PRC company is contractually authorized to publish foreign electronic publications, it must obtain the approval of, and register the copyright license contract with, the GAPPRFT.

Shenzhen Xunlei holds an Internet Publication License for the publication of internet games with an expiry date of September 17, 2022. See “Item 3. Key Information—D. Risk factors—We may not be able to successfully address the challenges and risks we face in the online games market, such as a failure to acquire and operate popular, high-quality games or to obtain all the licenses required to operate online games, which may subject us to penalties from relevant authorities, including the discontinuance of our online game business.”

Regulation on internet privacy

The PRC Constitution states that PRC law protects the freedom and privacy of communications of citizens and prohibits infringement of such rights. In recent years, PRC government authorities have enacted legislation on internet use to protect personal information from any unauthorized disclosure. The Internet Measures prohibit ICP service operators from insulting or slandering a third party or infringing upon the lawful rights and interests of a third party. Pursuant to the BBS Measures, ICP service operators that provide electronic messaging services must keep users’ personal information confidential and must not disclose such personal information to any third party without the users’ consent, unless such disclosure is required by law. The regulations further authorize the relevant telecommunications authorities to order ICP service operators to rectify unauthorized disclosure. ICP service operators are subject to legal liability if the unauthorized disclosure results in damages or losses to users. The PRC government, however, has the power and authority to order ICP service operators to turn over personal information if an internet user posts any prohibited content or engages in illegal activities on the internet. Under the *Several Provisions on Regulating the Market Order of Internet Information Services* issued by MIIT on December 29, 2011, without the consent of a user, an ICP operator may not collect any user personal information or provide any such information to third parties. An ICP service operator shall expressly inform the users of the method, content and purpose of the collection and processing of such user personal information and may only collect such information necessary for the provision of its services. An ICP service operator is also required to properly keep the user personal information, and in case of any leak or likely leak of the user personal information, the ICP service operator shall take immediate remedial measures and in severe consequences, to make an immediate report to the telecommunications regulatory authority. In addition, pursuant to the *Decision on Strengthening the Protection of Online Information* issued by the SCNPC of the PRC on December 28, 2012, or the Decision, and the *Order for the Protection of Telecommunication and Internet User Personal Information* issued by MIIT on July 16, 2013, or the Order, any collection and use of user personal information shall be subject to the consent of the user, abide by the principles of legality, rationality and necessity and be within the specified purposes, methods and scopes. An ICP service operator shall also keep such information strictly confidential, and is further prohibited from divulging, tampering or destroying of any such information, or selling or proving such information to other parties. Any violation of the Decision or the Order may subject the ICP service operator to warnings, fines, confiscation of illegal gains, revocation of licenses, cancellation of filings, closedown of websites or even criminal liabilities.

Pursuant to the Ninth Amendment to the Criminal Law of the PRC issued by the SCNPC on August 29, 2015, any internet service provider that fails to fulfill the obligations related to internet information security as required by applicable laws and refuses to take corrective measures, will be subject to criminal liability for (i) any large-scale dissemination of illegal information; (ii) any severe effect due to the leakage of users' personal information; (iii) any serious loss of evidence of criminal activities; or (iv) other severe situations, and any individual or entity that (a) sells or provides personal information to others unlawfully or (b) steals or illegally obtains any personal information will be subject to criminal liability in severe situations.

The SCNPC promulgated the Cybersecurity Law of the PRC, or the Cybersecurity Law, on November 7, 2016. Pursuant to the Cybersecurity Law, network operators shall follow their cybersecurity obligations according to the requirements of the classified protection system for cybersecurity, including: (a) formulating internal security management systems and operating instructions, determining the persons responsible for cybersecurity, and implementing the responsibility for cybersecurity protection; (b) taking technological measures to prevent computer viruses, network attacks, network intrusions and other actions endangering cybersecurity; (c) taking technological measures to monitor and record the network operation status and cybersecurity incidents; (d) taking measures such as data classification, and back-up and encryption of important data; and (e) other obligations provided by laws and administrative regulations. In addition, network operators shall follow the principles of legitimacy to collect and use personal information and disclose their rules of data collection and use, clearly express the purposes, means and scope of collecting and using the information, and obtain the consent of the persons whose data is gathered.

To comply with these laws and regulations, we have required our users to consent to our collecting and using their personal information, established information security systems to protect user's privacy.

Regulation on internet medicine information service

The State Food and Drug Administration, or the SFDA, promulgated the Administration Measures on Internet Medicine Information Service on July 8, 2004, which was amended in November 2017, and certain implementing rules and notices thereafter. These measures set out regulations governing the classification, application, approval, content, qualifications and requirements for internet medicine information services. An ICP service operator that provides information regarding medicine or medical equipment must obtain an Internet Medicine Information Service Qualification Certificate from the applicable provincial level counterpart of SFDA. Shenzhen Xunlei has obtained a Medicine Information Service Qualification Certificate from Guangdong Food and Drug Administration for the provision of internet medical information services with an expiry date of August 21, 2023. Shenzhen Wangwenhua has also obtained a Medicine Information Service Qualification Certificate from Guangdong Food and Drug Administration for the provision of internet medical information services with an expiry date of September 17, 2022.

Regulation on advertising business

The State Administration for Industry and Commerce, or the SAIC, is the government agency responsible for regulating advertising activities in the PRC.

According to the PRC laws and regulations, companies that engage in advertising activities must obtain from SAIC or its local branches a business license which specifically includes operating an advertising business within its business scope. The business license of an advertising company is valid for the duration of its existence, unless the license is suspended or revoked due to a violation of any relevant law or regulation. PRC advertising laws and regulations set forth certain content requirements for advertisements in the PRC including, among other things, prohibitions on false or misleading content, superlative wording, socially destabilizing content or content involving obscenities, superstition, violence, discrimination or infringement of the public interest. Advertisers, advertising agencies, and advertising distributors are required by PRC advertising laws and regulations to ensure that the content of the advertisements they prepare or distribute is true and in full compliance with applicable law. In providing advertising services, advertising operators and advertising distributors must review the supporting documents provided by advertisers for advertisements and verify that the content of the advertisements complies with applicable PRC laws and regulations. Prior to distributing advertisements that are subject to government censorship and approval, advertising distributors are obligated to verify that such censorship has been performed and approval has been obtained. The release or delivery of advertisements through the Internet shall not impair the normal use of the network by users. The advertisements released in pop-up form on the webpage of the Internet and other forms shall indicate the close flag in prominent manner and ensure one-key close. Violation of these regulations may result in penalties, including fines, confiscation of advertising income, orders to cease dissemination of the advertisements and orders to publish an advertisement correcting the misleading information. In circumstances involving serious violations, SAIC or its local branches may revoke violators' licenses or permits for their advertising business operations.

In July 2016, the SAIC issued *the Interim Measures for the Administration of Internet Advertising to regulate internet advertising activities*. According to these measures, no advertisement of any medical treatment, medicines, food for special medical purpose, medical apparatuses, pesticides, veterinary medicines, dietary supplement or other special commodities or services subject to examination by an advertising examination authority as stipulated by laws and regulations may be published unless the advertisement has passed such examination. In addition, no entity or individual may publish any advertisement of over-the-counter medicines or tobacco on the internet. An internet advertisement must be identifiable and clearly identified as an "advertisement" to the consumers. Paid search advertisements are required to be clearly distinguished from natural search results. In addition, the following internet advertising activities are prohibited: providing or using any applications or hardware to intercept, filter, cover, fast forward or otherwise restrict any authorized advertisement of other persons; using network pathways, network equipment or applications to disrupt the normal data transmission of advertisements, alter or block authorized advertisements of other persons or load advertisements without authorization; or using fraudulent statistical data, transmission effect or matrices relating to online marketing performance to induce incorrect quotations, seek undue interests or harm the interests of others. Internet advertisement publishers are required to verify relevant supporting documents and check the content of the advertisement and are prohibited from publishing any advertisement with unverified content or without all the necessary qualifications. Internet information service providers that are not involved in internet advertising business activities but simply provide information services are required to block any attempt to publish an illegal advisement that they are aware of or should reasonably be aware of through their information services.

To comply with these laws and regulations, we have obtained a business license, which allows us to operate advertising businesses, and adopted several measures. Our advertising contracts require that substantially all advertising agencies or advertisers that contract with us must examine the advertising content provided to us to ensure that such content are truthful, accurate and in full compliance with PRC laws and regulations. In addition, we have established a task force to review all advertising materials to ensure the content does not violate the relevant laws and regulations before displaying such advertisements. See "Risk factors—Risks related to our business—Advertisements we display may subject us to penalties and other administrative actions."

Regulation on information security and censorship

The applicable PRC laws and regulations specifically prohibit the use of internet infrastructure where it may breach public security, provide content harmful to the stability of society or disclose state secrets. According to these regulations, it is mandatory for internet companies in the PRC to complete security filing procedures and regularly update information security and censorship systems for their websites with the local public security bureau. In addition, the amended *Law on Preservation of State Secrets* which became effective on October 1, 2010 provides that whenever an internet service provider detects any leakage of state secrets in the distribution of online information, it should stop the distribution of such information and report to the authorities of state security and public security. As per request of the authorities of state security, public security or state secrecy, the internet service provider should delete any content on its website that may lead to disclosure of state secrets.

On June 28, 2016, the CAC issued the *Administrative Provisions on Mobile Internet Applications Information Services*, which became effective on August 1, 2016, to further strengthen the administration over the mobile internet application information services. Pursuant to these provisions, owners or operators of mobile internet applications that provide information services are required to be responsible for information security management, which, among others, includes the following:

- certifying the identification information of the registered users;
- establishing and improving the protective mechanism for users information, following the principle of legality, rightfulness and necessity, and expressly stating the purpose, method and scope of, and obtaining user consent to, the collection and use of users' personal information; and
- establishing and improving the verification mechanism for the content, taking measures against any illegal content, keeping the relevant records and reporting such content to relevant competent authorities.

On November 7, 2016, the SCNPC promulgated the *Cyber Security Law of the People's Republic of China*, or Cyber Security Law, which became effective on June 1, 2017 to protect cyberspace security and order. Pursuant to the Cyber Security Law, any individual or organization using the network must comply with the constitution and the applicable laws, follow the public order and respect social moralities, and must not endanger cyber security, or engage in activities by making use of the network that endanger the national security, honor and interests, or infringe on the fame, privacy, intellectual property and other legitimate rights and interests of others. In addition, the new Cyber Security Law requires network operators must not collect personal information irrelevant to their services. The network operators are required to strictly keep confidential users' personal information that they have collected and to establish and improve user information protective mechanism. In the event of any unauthorized disclosure, damage or loss of collected personal information, network operators must take immediate remedial measures, notify the affected users and report the incidents to the relevant authorities in a timely manner.

On August 25, 2017, the CAC promulgated the Provisions on the Administration of Internet Comments Posting Services, which became effective on October 1, 2017. According to such provisions, internet comments posting services refer to the services of publishing transcripts, symbols, expressions, pictures, audio and video and other information offered by Internet websites, applications, interactive communication platforms and other types of communication platforms with news and public opinion property and social mobilization function by way of post, reply, message, bullet screen and using other means. Providers of the internet comments posting services shall strictly assume the primary responsibilities and discharge the following obligations accordingly:

- verify the real identity information of registered users following the principle of using real name at foreground and volunteering to do so at background and forbid the provision of internet comments posting services for users whose real identity information is not verified;
- establish and improve a user information protection system;
- establish a system to review new comments before they are published when providing internet comments posting services;
- establish and improve an internet comments posting review and management, real-time check, emergency response and other information security management systems, timely identify and process illicit information and submit a report to the relevant competent authorities;
- develop information protection and management technologies for the internet comments posting, timely identify security flaws and bugs and other risks in internet comments posting services, take remedial measures and submit a report to the relevant competent authorities; and
- set up a reviewing and editing team and improve the professionalism of editors.

In addition, on August 25, 2017, the CAC promulgated the *Administrative Provisions on Internet Forum and Community Services*, which became effective on October 1, 2017, pursuant to which the internet forum and community service providers shall assume the primary responsibility for establishing and improving the information inspection and verification, public information real-time check, emergency response and personal information protection and other information security management systems, put in place safe and controllable preventative measures, employ professionals based on service scope, and provide necessary technical support for the relevant departments in performing duties according to the law. The internet forum and community service providers shall not use internet forum and community services to publish or disseminate information banned by laws, regulations and the relevant provisions of the state. Where the internet forum and community service providers identify any aforementioned information, they shall cease the transmission of such information forthwith, delete and take other measures, retain the relevant records and timely submit a report to the CAC or its local branches.

Violation of these laws and provisions may result in penalties, including fines, confiscation of illegal income. In the case of serious violations, the competent telecommunication authority, public security authority and other relevant authorities may suspend relevant business, rectification or close down the website, or revoke licenses or permits for their business operations.

We are subject to the laws and regulations relating to information security and censorship. To comply with these laws and regulations, we have completed the mandatory security filing procedures with the local public security authorities, and regularly updates its information security and content-filtering systems with newly issued content restrictions as required by the relevant laws and regulations. We require our users to consent to our collecting and using their personal information, and have established an account system to protect user's privacy and data security.

Regulation on torts

The Tort Law was promulgated by the SCNPC on December 26, 2009 and became effective on July 1, 2010. Under this law, internet users and internet service providers shall bear tortious liability in the event they infringe upon other people's civil rights and interests through the internet. Where an internet user is infringing upon the civil rights or interests of another person via internet, the injured party shall have the right to demand the relevant internet service provider to take necessary measures such as deleting the infringing content, etc. by serving the internet service provider a notice. Where the internet service provider fails to take any necessary measures, it shall be jointly and severally liable with the internet user for any additional injury or damage incurred thereafter. Under the circumstance that the internet service provider is aware that an internet user is infringing upon the civil rights or interests of another person and fails to take necessary measures, the internet service provider shall be jointly liable for such infringement with such internet user.

Regulation on intellectual property rights

The PRC has adopted comprehensive legislation governing intellectual property rights, including copyrights, patents, trademarks and domain names.

Copyright law

Under the Copyright Law (1990), as revised in 2001 and 2010, and its related Implementing Regulations (2002), as revised in 2013, creators of protected works enjoy personal and property rights, including, among others, the right of dissemination via information network of the works. The term of a copyright, other than the rights of authorship, alteration and integrity of an author which shall be unlimited in time, is life plus 50 years for individual authors and 50 years for corporations.

To address the problem of copyright infringement related to content posted or transmitted on the internet, the PRC National Copyright Administration and MIIT jointly promulgated the *Measures for Administrative Protection of Copyright* Related *to Internet* on April 29, 2005. These measures, which became effective on May 30, 2005, apply to acts of automatically providing services such as uploading, storing, linking or searching works, audio or video products, or other contents through the internet based on the instructions of internet users who publish contents on the internet, without editing, amending or selecting any transmitted content. When imposing administrative penalties upon the act which infringes upon any users' right of communication through information networks, the *Measures for Imposing Copyright Administrative Penalties*, promulgated in 2009, shall be applied.

Pursuant to the *Regulation on Protection of the Right of Communication through Information Network (2006)*, as amended in 2013, an ICP service provider may be exempted from indemnification liabilities under certain circumstances:

- any ICP service provider, who provides automatic internet access service upon instructions of its users or provides automatic transmission service of works, performance and audio-visual products provided by its users, will not be required to assume the indemnification liabilities if (i) it has not chosen or altered the transmitted works, performance and audio-visual products; and (ii) it provides such works, performance and audio-visual products to the designated user and prevents any person other than such designated user from obtaining the access.

- any ICP service provider who, for the sake of improving network transmission efficiency, automatically provides to its own users, based on the technical arrangement, the relevant works, performances and audio-visual products obtained from any other ICP service providers will not be required to assume the indemnification liabilities if (i) it has not altered any of the works, performance or audio-visual products that are automatically stored; (ii) it has not affected such original ICP service provider in grasping the circumstances where the users obtain the relevant works, performance and audio-visual products; and (iii) when the original ICP service provider revises, deletes or shields the works, performance and audio-visual products, it will automatically revise, delete or shield the same based on the technical arrangement.

- any ICP service provider, who provides its users with information memory space for such users to provide the works, performance and audio-visual products to the general public via the information network, will not be required to assume the indemnification liabilities if (i) it clearly indicates that the information memory space is provided to the users and publicizes its own name, contact person and web address; (ii) it has not altered the works, performance and audio-visual products that are provided by the users; (iii) it is not aware of or has no reason to know the infringement of the works, performance and audio-visual products provided by the users; (iv) it has not directly derived any economic benefit from the provision of the works, performance and audio-visual products by its users; and (v) after receiving a notice from the right holder, it has deleted such works, performance and audio-visual products as alleged for infringement pursuant to such regulation.

- any ICP service provider, who provides its users with search services or links, will not be required to assume the indemnification liabilities if, after receiving a notice from the rights holder, it has deleted the works, performance and audio-visual products as alleged for copyright infringement pursuant to this regulation. However, the ICP service provider shall be subject to joint liabilities for copyright infringement if it is aware of or has reason to know the infringement of the works, performance and audio-visual products to which it provides links.

In December 2012, the Supreme People's Court of China promulgated the *Provisions on Certain Issues Related to the Application of Law in the Trial of Civil Cases Involving Disputes over Infringement of the Right of Dissemination through Information Networks*, which provides that the courts will require ICP service providers to remove not only links or content that have been specifically mentioned in the notices of infringement from rights holders, but also links or content they "should have known" to contain infringing content. The provisions further provide that where an ICP service provider has directly obtained economic benefits from any content made available by an internet user, it has a higher duty of care with respect to internet users' infringement of third-party copyrights.

To comply with these laws and regulations, we have implemented internal procedures to monitor and review the content we have licensed from content providers before they are released on our websites and platforms and remove any infringing content promptly after we receive notice of infringement from the legitimate rights holder.

Patent law

The NPC adopted the Patent Law in 1984, and amended it in 1992, 2000 and 2008, respectively. A patentable invention, utility model or design must meet three conditions: novelty, inventiveness and practical applicability. Patents cannot be granted for scientific discoveries, rules and methods for intellectual activities, methods used to diagnose or treat diseases, animal and plant breeds or substances obtained by means of nuclear transformation or designs that are mainly used for marking the pattern, color or combination of these two of prints. The State Intellectual Property Office under the State Council is responsible for receiving, examining and approving patent applications. A patent is valid for a twenty-year term in the case of an invention and a ten-year term in the case of a utility model or design, starting from the application date. A third-party user must obtain consent or a proper license from the patent owner to use the patent except for certain specific circumstances provided by law. Otherwise, the use will constitute an infringement of the patent rights. As of December 31, 2018, we had 61 registered patents in the PRC and 223 patent applications were being examined by the State Intellectual Property Office of the PRC.

Trademark law

Registered trademarks are protected under the Trademark Law adopted in 1982 and amended in 1993, 2001 and 2013 and its implementation rules. The PRC Trademark Office of SAIC is responsible for the registration and administration of trademarks throughout the PRC. The Trademark Law has adopted a "first-to-file" principle with respect to trademark registration. Where a trademark for which a registration has been made is identical or similar to another trademark that has already been registered or been subject to a preliminary examination and approval for use on the same kind of or similar commodities or services, the application for registration of such trademark may be rejected. Any person applying for the registration of a trademark shall not prejudice the existing right of others obtained by priority, nor shall any person register in advance a trademark that has already been used by another person and has already gained "sufficient degree of reputation" through that person's use. After receiving an application, the PRC Trademark Office will make a public announcement if the relevant trademark passes the preliminary examination. Within three months after such public announcement, any person may file an opposition against a trademark that has passed a preliminary examination. The PRC Trademark Office's decisions on rejection, opposition or cancellation of an application may be appealed to the PRC Trademark Review and Adjudication Board, whose decision may be further appealed through judicial proceedings. If no opposition is filed within three months after the public announcement period or if the opposition has been overruled, the PRC Trademark Office will approve the registration and issue a registration certificate, upon which the trademark is registered and will be effective for a renewable ten-year period, unless otherwise revoked. As of December 31, 2018, we had applied for registration of 863 trademarks, of which 294 had been successfully registered in different applicable trademark categories, including one trademark registered with World Intellectual Property Organization.

Domain name

The domain names are protected under the *Administrative Measures on the Internet Domain Names* promulgated by MIIT on August 24, 2017 and effective on November 11, 2017. MIIT is the major regulatory body responsible for the administration of the PRC internet domain names, under supervision of which China Internet Network Information Center, or CNNIC, is responsible for the daily administration of CN domain names and Chinese domain names. On September 25, 2002, CNNIC promulgated the *Implementation Rules of Registration of Domain Name*, or the CNNIC Rules, which was renewed on June 5, 2009 and May 29, 2012, respectively. Pursuant to the *Administrative Measures on the Internet Domain Names* and the CNNIC Rules, the registration of domain names adopts the "first to file" principle and the registrant shall complete the registration via the domain name registration service institutions. In the event of a domain name dispute, the disputed parties may lodge a complaint to the designated domain name dispute resolution institution to trigger the domain name dispute resolution procedure in accordance with the *CNNIC Measures on Resolution of the Top Level Domains Disputes*, file a suit to the People's Court or initiate an arbitration procedure. We have registered www.xunlei.com and other domain names.

Regulation on tax

PRC enterprise income tax

The PRC enterprise income tax is calculated based on the taxable income determined under the PRC laws and accounting standards. On March 16, 2007, the NPC enacted a new *PRC Enterprise Income Tax Law*, or the EIT Law, which became effective on January 1, 2008 and last revised on December, 2018. On December 6, 2007, the State Council promulgated the Implementation Rules to the PRC Enterprise Income Tax Law, or the Implementation Rules, which also became effective on January 1, 2008. On December 26, 2007, the State Council issued the Notice on Implementation of Enterprise Income Tax Transition Preferential Policy under the PRC Enterprise Income Tax Law, or the Transition Preferential Policy Circular, which became effective simultaneously with the EIT Law. The EIT Law imposes a uniform enterprise income tax rate of 25% on all domestic enterprises, including foreign-invested enterprises unless they qualify for certain exceptions, and terminates most of the tax exemptions, reductions and preferential treatments available under previous tax laws and regulations. Under the EIT Law and the Transition Preferential Policy Circular, enterprises that were established before March 16, 2007 and already enjoyed preferential tax treatments will continue to enjoy them (i) in the case of preferential tax rates, for a period of five years from January 1, 2008; during the five-year period, the tax rate will gradually increase from 15% to 25%, or (ii) in the case of preferential tax exemption or reduction for a specified term, until the expiration of such term. In addition, the EIT Law and its implementation rules permit qualified high and new technology enterprises, or HNTEs, to enjoy a reduced enterprise income tax rate of 15%.

Moreover, under the EIT Law, enterprises organized under the laws of jurisdictions outside China with their "de facto management bodies" located within China may be considered PRC resident enterprises and therefore subject to PRC enterprise income tax at the rate of 25% on their worldwide income. The Implementation Rules define the term "de facto management body" as the management body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In addition, the *Circular Related to Relevant Issues on the Identification of a Chinese holding Company Incorporated Overseas as a Residential Enterprise under the Criterion of De Facto Management Bodies* issued by the SAT on April 22, 2009 provides that a foreign enterprise controlled by a PRC enterprise or a PRC enterprise group will be classified as a "resident enterprise" with its "de facto management bodies" located within China if the following requirements are satisfied: (i) the senior management and core management departments in charge of its daily operations function mainly in the PRC; (ii) its financial and human resources decisions are subject to determination or approval by persons or bodies in the PRC; (iii) its major assets, accounting books, company seals, and minutes and files of its board and shareholders' meetings are located or kept in the PRC; and (iv) at least half of the enterprise's directors or senior management with voting rights reside in the PRC. Although the circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups and not those controlled by PRC individuals or foreigners, the determining criteria set forth in the circular may reflect the SAT's general position on how the "de facto management body" text should be applied in determining the tax resident status of offshore enterprises, regardless of whether they are controlled by PRC enterprises, individuals or foreigners.

Although we are not controlled by a PRC enterprise or PRC enterprise group and we do not believe that we meet all of the above-mentioned conditions, substantial uncertainty exists as to whether we will be deemed a PRC resident enterprise for enterprise income tax purpose. In the event that we are considered a PRC resident enterprise, we would be subject to the PRC enterprise income tax at the rate of 25% on our worldwide income, but the dividends that we receive from our PRC subsidiaries would be exempt from the PRC withholding tax since such income is exempted under the PRC Enterprise Income Tax Law for a PRC resident enterprise recipient. See "Item 3. Key Information—D. Risk factors—Risks related to doing business in China —Our global income may be subject to PRC taxes under the PRC EIT Law, which may have a material adverse effect on our results of operations."

Under applicable PRC tax laws and regulations, arrangements and transactions among related parties may be subject to audit or scrutiny by the PRC tax authorities within ten years after the taxable year when the arrangements or transactions are conducted. We could face material and adverse tax consequences if the PRC tax authorities were to determine that the contractual arrangements among Giganology Shenzhen, our wholly-owned subsidiary in China and Shenzhen Xunlei, our variable interest entity in China and its shareholders were not entered into on an arm's-length basis and therefore constituted unfavorable transfer pricing arrangements. Unfavorable transfer pricing arrangements could, among other things, result in an upward adjustment to the tax liability of Shenzhen Xunlei, and the PRC tax authorities may impose interest on late payments on Shenzhen Xunlei for the adjusted but unpaid taxes. Our results of operations may be materially and adversely affected if Shenzhen Xunlei's tax liabilities increase significantly or if it is required to pay interest on late payments.

PRC value added tax

On May 24, 2013, the Ministry of Finance, or the MOF, and the SAT issued the *Circular on Tax Policies in the Nationwide Pilot Collection of Value Added Tax in Lieu of Business Tax in the Transportation Industry and Certain Modern Services Industries*, or the Pilot Collection Circular. The scope of certain modern services industries under the Pilot Collection Circular extends to the inclusion of radio and television services. On March 23, 2016, the MOF and the SAT jointly issued the Circular on the Pilot Program for Overall Implementation of the Collection of Value Added Tax Instead of Business Tax, or Circular 36, which took effect on May 1, 2016. Pursuant to the Circular 36, all of the companies operating in construction, real estate, finance, modern service or other sectors which were required to pay business tax are required to pay VAT, in lieu of business tax. The VAT rate is 6%, except for rate of 11% for real estate sale, land use right transferring and providing service of transportation, postal sector, basic telecommunications, construction, real estate lease; rate of 17% for providing lease service of tangible property; and rate of zero for specific cross-bond activities.

On April 4, 2018, the Ministry of Finance and the State Administration of Taxation issued *the Circular on Adjustment of VAT Rates*, which became effective on May 1, 2018. According to *the Circular on the Adjustment of VAT Rates*, relevant VAT rates have been reduced since May 1, 2018, such as (i) VAT rates of 17% and 11% applicable to the taxpayers who have VAT taxable sales activities or imported goods are adjusted to 16% and 10%, respectively; and (ii) VAT rate of 11% originally applicable to the taxpayers who purchase agricultural products is adjusted to 10%.

PRC dividend withholding tax

Under the PRC tax laws effective prior to January 1, 2008, dividends paid to foreign investors by foreign-invested enterprises were exempt from PRC withholding tax. Pursuant to the EIT Law and the Implementation Rules, dividends generated after January 1, 2008 and payable by a foreign-invested enterprise in China to its foreign enterprise investors are subject to a 10% withholding tax, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for a different withholding arrangement. Under the China-HK Taxation Arrangement, income tax on dividends payable to a company resident in Hong Kong that holds more than a 25% equity interest in a PRC resident enterprise may be reduced to a rate of 5%. In February 2018, the SAT issued a new circular on issues relating to "beneficial owner" in tax treaties, or Circular No. 9, which will become effective on April 1, 2018 and replace Circular No. 601. Circular No. 9 provides a more flexible guidance to determine whether the applicant engages in substantive business activities. Furthermore, under the *Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties*, non-resident taxpayers which satisfy the criteria for entitlement to tax treaty benefits may, at the time of tax declaration or withholding declaration through a withholding agent, enjoy the tax treaty benefits and are subject to further regulation by the tax authorities. If non-resident taxpayers fail to claim the tax treaty benefits with the withholding agent, or the materials and the information contained in the relevant reports and statements provided to the withholding agent do not satisfy the criteria for entitlement to tax treaty benefits, the withholding agent shall withhold tax pursuant to the provisions of PRC tax laws. In addition, according to a tax circular issued by SAT in February 2009, if the main purpose of an offshore arrangement is to obtain a preferential tax treatment, the PRC tax authorities have the discretion to adjust the preferential tax rate enjoyed by the relevant offshore entity. Although Xunlei Computer is currently wholly owned by Xunlei Network HK, we cannot assure you that we will be able to enjoy the preferential withholding tax rate of 5% under the China-HK Taxation Arrangement.

Regulation on labor laws and social insurance

Pursuant to the PRC Labor Law and the PRC Labor Contract Law, employers must execute written labor contracts with full-time employees. All employers must compensate their employees with wages equal to at least the local minimum wage standards. All employers are required to establish a system for labor safety and sanitation, strictly abide by state rules and standards and provide employees with workplace safety training. Violations of the PRC Labor Contract Law and the PRC Labor Law may result in the imposition of fines and other administrative liabilities. Criminal liability may arise for serious violations.

In addition, employers in China are obliged to provide employees with welfare schemes covering pension insurance, unemployment insurance, maternity insurance, work-related injury insurance, medical insurance and housing funds.

To comply with these laws and regulations, we have caused all of our full-time employees to enter into labor contracts and provide our employees with the proper welfare and employment benefits.

Regulation on foreign exchange control and administration

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

- *Foreign Exchange Administration Rules*, or the Exchange Rules, promulgated by the State Council on January 29, 1996, which was amended on January 14, 1997 and on August 5, 2008 respectively; and

- *Administration Rules of the Settlement, Sale and Payment of Foreign Exchange*, or the Administration Rules promulgated by the People's Bank of The PRC on June 20, 1996.

Under the Exchange Rules, Renminbi is convertible for current account items, including the distribution of dividends, interest payments, trade and service-related foreign exchange transactions. As for capital account items, such as direct investments, loans, security investments and the repatriation of investment returns, however, the conversion of foreign currency is still subject to the approval of, or registration with, SAFE or its competent local branches; while for the foreign currency payments for current account items, the SAFE approval is not necessary for the conversion of Renminbi except as otherwise explicitly provided by laws and regulations. Under the Administration Rules, enterprises may only buy, sell or remit foreign currencies at banks that are authorized to conduct foreign exchange business after the enterprise provides valid commercial documents and relevant supporting documents and, in the case of certain capital account transactions, after obtaining approval from SAFE or its competent local branches. Capital investments by enterprises outside of the PRC are also subject to limitations, which include approvals by or registration with the Ministry of Commerce, SAFE and the National Development and Reform Commission, or their respective competent local branches. On July 21, 2005, the PRC government changed its policy of pegging the value of the Renminbi to the U.S. dollar. Under the new policy, the Renminbi is permitted to fluctuate within a band against a basket of certain foreign currencies.

On August 29, 2008, SAFE issued the *Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises*, or Circular No. 142. Pursuant to Circular No. 142, the Renminbi capital from the settlement of foreign currency capital of a foreign-invested enterprise must be used within the business scope as approved by the applicable government authority and unless it is otherwise provided by law, such Renminbi capital cannot be used for domestic equity investment. Documents certifying the purposes of the settlement of foreign currency capital into Renminbi, including a business contract, must also be submitted for the settlement of the foreign currency. In addition, SAFE strengthened its oversight of the flow and use of the Renminbi capital converted from foreign currency registered capital of a foreign-invested company. The use of such Renminbi capital may not be altered without the SAFE's approval, and such Renminbi capital may not be used to repay Renminbi loans if such loans have not been used. Violations of the Circular No. 142 could result in severe monetary fines or penalties. In March 2015, SAFE issued SAFE Circular No. 19, which took effect on June 1, 2015 and replaced SAFE Circular No. 142 and subsequently issued the Notice of the State Administration of Foreign Exchange on Reforming and Standardizing the Policy on the Management of Foreign Exchange Settlement under Capital Account, or SAFE Circular No. 16 on June 9, 2016. Although SAFE Circular No. 19 and SAFE Circular No. 16 allow the use of RMB converted from the foreign currency-denominated capital for equity investments in the PRC, the restrictions continue to apply as to foreign-invested enterprises' use of the converted RMB for purposes beyond the business scope, issuing loans to non-associated companies (except the cases expressly allowed in the business scope), or issuing inter-company RMB loans.

On November 19, 2012, SAFE promulgated the *Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment*, or Circular 59, which became effective on December 17, 2012. Circular 59 substantially amends and simplifies the current foreign exchange procedure. The major developments under Circular 59 are that the opening of various special purpose foreign exchange accounts (e.g. pre-establishment expenses account, foreign exchange capital account, guarantee account) no longer requires the approval of SAFE. Furthermore, multiple capital accounts for the same entity may be opened in different provinces, which was not possible before the issuance of Circular 59. Reinvestment of RMB proceeds by foreign investors in the PRC no longer requires SAFE approval or verification, and remittance of foreign exchange profits and dividends by a foreign-invested enterprise to its foreign shareholders no longer requires SAFE approval.

On May 10, 2013, SAFE promulgated the *Circular on Printing and Distributing the Provisions on Foreign Exchange Administration over Domestic Direct Investment by Foreign Investors and the Supporting Documents*, which specifies that the administration by SAFE or its local branches over direct investment by foreign investors in the PRC shall be conducted by way of registration. Institutions and individuals shall register with SAFE and/or its branches for their direct investment in the PRC. Banks shall process foreign exchange business relating to the direct investment in the PRC based on the registration information provided by SAFE and its branches.

In February 2015, SAFE promulgated the Circular of the State Administration of Foreign Exchange on Further Simplifying and Improving the Policies Concerning Foreign Exchange Control on Direct Investment, or SAFE Circular No. 13, which took effect on June 1, 2015. SAFE Circular No. 13 delegates the authority to enforce the foreign exchange registration in connection with the inbound and outbound direct investment under relevant SAFE rules to certain banks and therefore further simplifies the foreign exchange registration procedures for inbound and outbound direct investment. On April 26, 2016, SAFE issued the Circular of the State Administration of Foreign Exchange on Further Promoting Trade and Investment Facilitation and Improving Authenticity Review, which provides that for outward remittances of the profit equivalent of more than US$ 50,000 (exclusive) by domestic institutions, banks shall review the relevant board resolution (or the partnership resolution) on profit distribution, the original copies of tax return forms and the financial statements evidencing the profits, in accordance with the principle of authentic transactions.

In January 2017, SAFE promulgated *the Circular on Further Improving the Reform of Foreign Exchange Administration and Optimizing Genuineness and Compliance Verification*, or SAFE Circular 3, which provides several capital control measures with respect to the outbound remittance of profit from domestic entities to offshore entities, including (i) under the principle of genuine transaction, banks should check board resolutions regarding profit distribution, the original version of tax filing records and audited financial statements; and (ii) domestic entities should hold income to account for previous years' losses before remitting the profits. Furthermore, according to SAFE Circular 3, domestic entities should make detailed explanations of the sources of capital and utilization arrangements, and provide board resolutions, contracts and other proof when completing the registration procedures in connection with an outbound investment.

Regulation on foreign exchange registration of offshore investment by PRC residents

On October 21, 2005, SAFE issued the *Circular on Several Issues concerning Foreign Exchange Administration for Domestic Residents to Engage in Financing and in Return Investments via Overseas Special Purpose Companies*, or Circular No. 75, which went into effect on November 1, 2005. Circular No. 75 and related rules provide that if PRC residents establish or acquire direct or indirect interests of offshore special purpose companies, or offshore SPVs, for the purpose of financing these offshore SPVs with assets of, or equity interests in, an enterprise in the PRC, or inject assets or equity interests of PRC entities into offshore SPVs, they must register with local SAFE branches with respect to their investments in offshore SPVs. Circular No. 75 also requires PRC residents to file changes to their registration if their offshore SPVs undergo material events such as capital increase or decrease, share transfer or exchange, merger or division, long-term equity or debt investments, and provision of guaranty to a foreign party. SAFE promulgated *the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles*, or SAFE Circular No. 37, on July 4, 2014, which replaced the SAFE Circular No. 75. SAFE Circular No. 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, referred to in SAFE Circular No. 37 as a "special purpose vehicle." The term "control" under SAFE Circular No. 37 is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by the PRC residents in the offshore special purpose vehicles or PRC companies by such means as acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. SAFE Circular No. 37 further requires amendment to the registration in the event of any changes with respect to the basic information of the special purpose vehicle, such as changes in a PRC resident individual shareholder, name or operation period, or any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material event. If the shareholders of the offshore holding company who are PRC residents do not complete their registration with the local SAFE branches, the PRC subsidiaries may be prohibited from distributing their profits and proceeds from any reduction in capital, share transfer or liquidation to the offshore company, and the offshore company may be restricted in its ability to contribute additional capital to its PRC subsidiaries. Moreover, failure to comply with SAFE registration and the amendment requirements described above could result in liability under PRC law for the evasion of applicable foreign exchange restrictions. On February 13, 2015, SAFE issued SAFE Circular No. 13, which took effect on June 1, 2015. SAFE Circular No. 13 has delegated to the qualified banks the authority to register all PRC residents' investment in "special purpose vehicle" pursuant to the SAFE Circular No. 37, except that those PRC residents who have failed to comply with the SAFE Circular No. 37 will continue to fall within the jurisdiction of the relevant local SAFE branches and must make their supplementary registration application with such local SAFE branches.

We have requested PRC residents holding direct or indirect interest in our company to our knowledge to make the necessary applications, filings and amendments as required under Circular No. 37 and other related rules. However, we may not be informed of the identities of all the PRC residents holding direct or indirect interest in our company, and we cannot provide any assurances that these PRC residents will comply with our request to make or obtain any applicable registrations or comply with other requirements required by Circular No. 37 or other related rules. The failure or inability of our PRC resident shareholders to make any required registrations or comply with other requirements under Circular No. 37 and other related rules may subject such PRC residents or our PRC subsidiaries to fines and legal sanctions and may also limit our ability to raise additional financing and contribute additional capital into or provide loans to (including using the proceeds from our initial public offering) our PRC subsidiaries, limit our PRC subsidiaries' ability to pay dividends or otherwise distribute profits to us, or otherwise adversely affect us.

Regulation on employee share options

On December 25, 2006, the People's Bank of China promulgated the *Administrative Measures for Individual Foreign Exchange*. On February 15, 2012, SAFE issued the *Notices on Issues concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plans of Overseas Publicly-Listed Companies*, or the Stock Option Rules, which replaced the *Application Procedures of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Ownership Plans or Stock Option Plans of Overseas Publicly-Listed Companies* issued by SAFE on March 28, 2007. Pursuant to the Stock Option Rules, PRC residents who are granted shares or stock options by companies listed on overseas stock exchanges according to the stock incentive plans are required to register with SAFE or its local branches, and PRC residents participating in the stock incentive plans of overseas listed companies shall retain a qualified PRC agent, which could be a PRC subsidiary of such overseas publicly-listed company or another qualified institution selected by such PRC subsidiary, to conduct the SAFE registration and other procedures with respect to the stock incentive plans on behalf of these participants. Such participants must also retain an overseas entrusted institution to handle matters in connection with their exercise of stock options, purchase and sale of corresponding stocks or interests, and fund transfer. In addition, the PRC agents are required to amend the SAFE registration with respect to the stock incentive plan if there is any material change to the stock incentive plan, the PRC agents or the overseas entrusted institution or other material changes. The PRC agents shall, on behalf of the PRC residents who have the right to exercise the employee share options, apply to SAFE or its local branches for an annual quota for the payment of foreign currencies in connection with the PRC residents' exercise of the employee share options. The foreign exchange proceeds received by the PRC residents from the sale of shares under the stock incentive plans granted and dividends distributed by the overseas listed companies must be remitted into the bank accounts in the PRC opened by the PRC agents before distribution to such PRC residents. In addition, the PRC agents shall file each quarter the form for record-filing of information of the Domestic Individuals Participating in the Stock Incentive Plans of Overseas Listed Companies with SAFE or its local branches.

Our PRC citizen employees who have been granted share options or restricted shares, or PRC grantees, are subject to the Stock Option Rules. If we or our PRC grantees fail to comply with the Individual Foreign Exchange Rule and the Stock Option Rules, we and/or our PRC grantees may be subject to fines and other legal sanctions. We may also face regulatory uncertainties that could restrict our ability to adopt additional share incentive plans for our directors and employees under PRC law. In addition, the State Administration for Taxation has issued certain circulars concerning employee share awards. Under these circulars, our employees working in the PRC who exercise share options or hold the vested restricted shares will be subject to PRC individual income tax. Our PRC subsidiaries have obligations to file documents related to employee share awards with relevant tax authorities and to withhold individual income taxes of those employees who exercise their share options or hold the vested restricted shares. If our employees fail to pay or we fail to withhold their income taxes according to relevant laws and regulations, we may face sanctions imposed by the tax authorities or other PRC government authorities.

Regulation on dividend distributions

The principal regulations governing the distribution of dividends paid by wholly foreign-owned enterprises include:

- *Company Law (2005);*
- *Wholly Foreign-Owned Enterprise Law (1986), as amended in 2000 and 2016; and*

- *Wholly Foreign-Owned Enterprise Law Implementation Regulations (1990), as amended in 2001.*

Under these regulations, wholly foreign-owned enterprises in the PRC may pay dividends only out of their accumulated profits, if any, as determined in accordance with PRC accounting standards and regulations. In addition, a wholly foreign-owned enterprise in the PRC is required to set aside at least 10% of its after-tax profit based on PRC accounting standards each year to its general reserves until its cumulative total reserve funds reaches 50% of its registered capital. The board of directors of a wholly foreign-owned enterprise has the discretion to allocate a portion of its after tax profits to its employee welfare and bonus funds. These reserve funds, however, may not be distributed as cash dividends.

Regulation on overseas listings

On August 8, 2006, six PRC regulatory agencies, namely, the Ministry of Commerce, the State Assets Supervision and Administration Commission, the State Administration for Taxation, SAIC, CSRC and SAFE, jointly adopted *the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors*, or the M&A Rules, which became effective on September 8, 2006 and were amended on June 22, 2009. The M&A Rules purport, among other things, to require that offshore special purpose vehicles, or SPVs, that are controlled by PRC companies or individuals and that have been formed for overseas listing purposes through acquisitions of PRC domestic interest held by such PRC companies or individuals, to obtain the approval of the CSRC prior to publicly listing their securities on an overseas stock exchange. On September 21, 2006, the CSRC published a notice on its official website specifying documents and materials required to be submitted to it by SPVs seeking CSRC approval of their overseas listings. While the application of the M&A Rules remains unclear, our PRC legal counsel has advised us that based on its understanding of the current PRC laws, rules and regulations and the M&A Rules, prior approval from the CSRC is not required under the M&A Rules for the listing and trading of our ADSs on the NASDAQ Global Select Market given that (i) our PRC subsidiaries were directly established by us as wholly foreign-owned enterprises, and we have not acquired any equity interest or assets of a PRC domestic company owned by PRC companies or individuals as defined under the M&A Rules that are our beneficial owners after the effective date of the M&A Rules, and (ii) no provision in the M&A Rules clearly classifies the contractual arrangements as a type of transaction subject to the M&A Rules.

However, our PRC legal counsel has further advised us uncertainties still exist as to how the M&A Rules will be interpreted and implemented and its opinions summarized above are subject to any new laws, rules and regulations or detailed implementations and interpretations in any form relating to the M&A Rules. If CSRC or another PRC regulatory agency subsequently determines that prior CSRC approval was required for our initial public offering, we may face regulatory actions or other sanctions from CSRC or other PRC regulatory agencies. These regulatory agencies may impose fines and penalties on our operations, limit our operating privileges, delay or restrict the repatriation of the proceeds from our initial public offering into the PRC or payment or distribution of dividends by our PRC subsidiaries, or take other actions that could materially adversely affect our business, financial condition, results of operations, reputation and prospects, as well as the trading price of our ADSs. In addition, if CSRC later requires that we obtain its approval for our initial public offering, we may be unable to obtain a waiver of CSRC approval requirements, if and when procedures are established to obtain such a waiver. Any uncertainties or negative publicity regarding CSRC approval requirements could have a material adverse effect on the trading price of our ADSs.

Regulation on initial coin offerings

On September 4, 2017, People's Bank of China, the Office of the Central Leading Group for Cyberspace Affairs, the MIIT, the State Administration for Industry and Commerce, the China Banking Regulatory Commission, the China Securities Regulatory Commission, and the China Insurance Regulatory Commission jointly promulgated the *Announcement on Prevention of Token Fundraising Risks* to strengthen the administration of the initial coin offerings activities. Pursuant to the announcement, "fundraising through token offerings" is referred to as a type of fundraising activities where an issuer raises "virtual currencies" such as Bitcoin or Ether from investors through the illegal issuance and subsequent circulation of tokens. Pursuant to the announcement, token fundraising activity is essentially an illegal public fundraising activity without obtaining government's approval. It is a suspected illegal offering of tokens, illegal offering of securities, illegal fundraising, financial fraud, pyramid scheme, which are criminal offenses under the PRC law. The announcement prohibits fundraising activities through token issuance. In addition, the announcement also provides that token trading platform should not be engaged in (i) the exchange between any statutory currency with tokens and "virtual currencies," (ii) the trading, either as a central counterparty or not, of the tokens or "virtual currencies," and (iii) token or "virtual currency" pricing, information intermediary services or other services for tokens or "virtual currencies."

We launched our LinkToken business in 2017 and transferred such business to an independent third party in April 2019. We strongly believe that we did not engage in token fundraising activities by virtue of carrying out LinkToken operations prior to our disposal of such operations, nor do we believe that we would have been deemed to be a token trading platform, which is operated under a completely different business model. To date, no governmental financial regulators have imposed any administrative penalties against us relating to LinkTokens on the basis that we engaged in token fundraising activities. However, we cannot assure you that going forward, relevant PRC authorities would have the same view with us and would not impose regulatory restrictions or penalties on us. Were that to happen, we may be subject to additional regulatory risks, and our business and results of operations as well as the price of our ADSs may be adversely affected. See "Item 4. Information on the Company—B. Business Overview—Our Platform—Cloud Computing" for more information on LinkToken and "Item 3. Key Information—D. Risk Factors—Regulatory uncertainties exist with respect to our previous LinkToken operations, which may have a material adverse effect on our business and results of operations" for regulatory uncertainties and risks relating to our previous LinkToken operations.

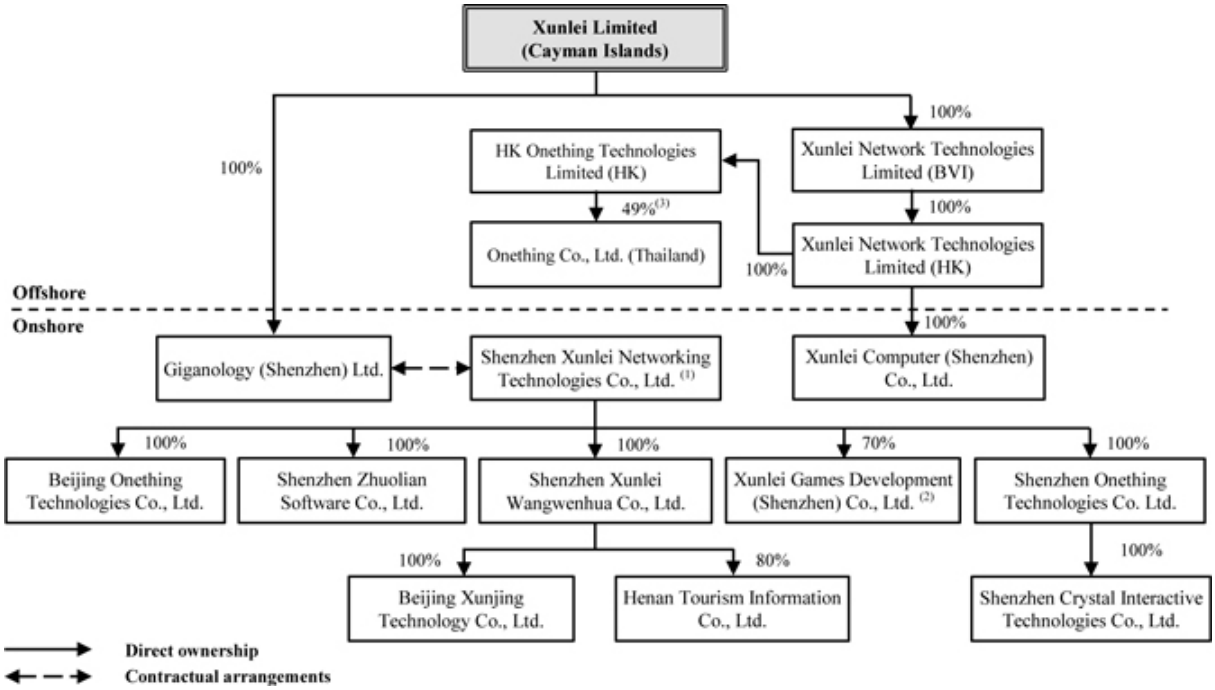
Regulation on blockchain information services

On January 10, 2019, the Cyberspace Administration of China, or CAC, issued the *Provisions on the Administration of Blockchain Information Services*, or the Blockchain Provisions, which came into effect on February 15, 2019. Pursuant to the Blockchain Provisions, a blockchain information service provider is required to file particulars of such service provider including its name, service category, service form, application field, and server address with the blockchain information service filing management system managed by the CAC and go through filing procedures within ten business days after it starts to provide services. After completing the filing procedure, the blockchain information service provider should display the filing number in a conspicuous position on the service provider's websites and applications through which it provides services. Service providers that had already started to provide blockchain information services before the Blockchain Provisions became effective are required to do make-up filings within 20 business days after the Blockchain Provisions became effective. As of the date of this annual report, we had submitted our record-filing application pursuant to the Blockchain Provisions but had not obtained the filing number.

In addition, the Blockchain Provisions also imposed an array of obligations to the providers of blockchain information services. For example, blockchain information service providers are required to set up various rules and procedures in terms of user registration, information verification, emergency response, and safeguard measures. Blockchain information service providers are also required to formulate and publish blockchain platform management rules and enter into a service agreement with users of blockchain information services. In addition, blockchain information service providers are obligated to verify the real name of the users of blockchain information services and are prohibited to offer services to users who fail to provide information relating to their real identity. Failure to comply with relevant requirements in the Blockchain Provisions may subject blockchain information service providers to administrative penalties such as warning, being ordered to temporarily suspend relevant business operations to rectify within prescribed time period, or fines, or criminal liabilities, depending on which provisions are violated.

C. Organizational Structure

The following diagram illustrates our corporate structure, including our variable interest entity and our principal subsidiaries and principal subsidiaries of our variable interest entity, as of the date of this annual report on Form 20-F:



Notes:

(1) Shenzhen Xunlei is our variable interest entity. Mr. Sean Shenglong Zou, our co-founder and director, Mr. Hao Cheng, our co-founder and director, Mr. Jianming Shi, Guangzhou Shulian Information Investment Co., Ltd. and Ms. Fang Wang respectively own 76.0%, 8.3%, 8.3%, 6.7% and 0.7% of Shenzhen Xunlei's equity interests.

(2) The remaining 30% of the equity interest is owned by Mr. Hao Cheng.

(3) The 49% of the shares of Onething Co., Ltd. held by HK Onething Technologies Limited has 90.57% of the total voting power of all shares.

Contractual arrangements with Shenzhen Xunlei

Agreements that provide us effective control over Shenzhen Xunlei

Business operation agreement

Pursuant to the business operation agreement among Giganology Shenzhen, Shenzhen Xunlei and the shareholders of Shenzhen Xunlei, as amended, Shenzhen Xunlei's shareholders must appoint the candidates nominated by Giganology Shenzhen to be the directors on its board of directors in accordance with applicable laws and the articles of association of Shenzhen Xunlei, and must cause the persons recommended by Giganology Shenzhen to be appointed as its general manager, chief financial officer and other senior executives. Shenzhen Xunlei and its shareholders also agree to accept and strictly follow the guidance provided by Giganology Shenzhen from time to time relating to employment, termination of employment, daily operations and financial management. Moreover, Shenzhen Xunlei and its shareholders agree that Shenzhen Xunlei will not engage in any transactions that could materially affect its assets, business, personnel, liabilities, rights or operations, including but not limited to the amendment of Shenzhen Xunlei's articles of association, without the prior consent of Giganology Shenzhen and Xunlei Limited or their respective designees. For instance, in May 2011, Shenzhen Xunlei sought and obtained consent from Giganology Shenzhen and Xunlei Limited to increase its registered capital by RMB20 million and to revise its articles of association accordingly. This agreement will expire in 2026.

Equity pledge agreement

Pursuant to the equity pledge agreement between Giganology Shenzhen and the shareholders of Shenzhen Xunlei, as amended, the shareholders of Shenzhen Xunlei have pledged all of their equity interests in Shenzhen Xunlei to Giganology Shenzhen to guarantee Shenzhen Xunlei and its shareholders' performance of their respective obligations and any ensuing liabilities under the exclusive technology support and service agreement, as amended, the exclusive technology consulting and training agreement, as amended, the proprietary technology license agreement, the business operation agreement, as amended, the equity interests disposal agreement, as amended, the loan agreements, as amended, and the intellectual properties purchase option agreement, as amended. In addition, the shareholders of Shenzhen Xunlei have completed the registration of equity pledge under the equity pledge agreement with the competent governmental authority. If Shenzhen Xunlei and/or its shareholders breach their contractual obligations under those agreements, Giganology Shenzhen, as pledgee, will be entitled to certain rights, including the right to sell the pledged equity interests.

Powers of attorney

Pursuant to the irrevocable powers of attorney executed by each shareholder of Shenzhen Xunlei, each such shareholder appointed Giganology Shenzhen as its attorney-in-fact to exercise such shareholders' rights in Shenzhen Xunlei, including, without limitation, the power to vote on its behalf on all matters of Shenzhen Xunlei requiring shareholder approval in accordance with PRC laws and regulations and the articles of association of Shenzhen Xunlei. Each power of attorney will remain in force for 10 years from the date of execution unless the business operation agreement, as amended, among Giganology Shenzhen, Shenzhen Xunlei and the shareholders of Shenzhen Xunlei is terminated at an earlier date. The term may be extended at Giganology Shenzhen's discretion.

Agreements that transfer economic benefits to us

Exclusive technology support and services agreement

Pursuant to the exclusive technology support and services agreement between Giganology Shenzhen and Shenzhen Xunlei, as amended, Giganology Shenzhen has the exclusive right to provide to Shenzhen Xunlei technology support and technology services related to all technologies needed for its business. Giganology Shenzhen exclusively owns any intellectual property rights resulting from the performance of this agreement. The service fee payable by Shenzhen Xunlei to Giganology Shenzhen is a certain percentage of its earnings. This agreement will expire in 2025 and may be extended with Giganology Shenzhen's written confirmation prior to the expiration date. Giganology Shenzhen is entitled to terminate the agreement at any time by providing 30 days' prior written notice to Shenzhen Xunlei.

Exclusive technology consulting and training agreement

Pursuant to the exclusive technology consulting and training agreement between Giganology Shenzhen and Shenzhen Xunlei, as amended, Giganology Shenzhen has the exclusive right to provide to Shenzhen Xunlei technology consulting and training services related to its business. Giganology Shenzhen exclusively owns any intellectual property rights resulting from the performance of this agreement. The service fee payable by Shenzhen Xunlei to Giganology Shenzhen is a certain percentage of its earnings. This agreement will expire in 2025 and may be extended with Giganology Shenzhen's written confirmation prior to the expiration date. Giganology Shenzhen is entitled to terminate the agreement at any time by providing 30 days' prior written notice to Shenzhen Xunlei.

Proprietary technology license contract

Pursuant to the proprietary technology license contract between Giganology Shenzhen and Shenzhen Xunlei, Giganology Shenzhen grants Shenzhen Xunlei a non-exclusive and non-transferable right to use Giganology Shenzhen's proprietary technology. Shenzhen Xunlei can only use the proprietary technology to conduct its business within China. Giganology Shenzhen or its designated representative(s) owns the rights to any improvements developed based on the proprietary technology licensed pursuant to this contract. This agreement will expire in 2022 and, at Giganology Shenzhen's discretion, may be extended for an additional 10 years or for other time period as agreed by both Giganology Shenzhen and Shenzhen Xunlei.

Intellectual properties purchase option agreement

Pursuant to the intellectual properties purchase option agreement between Giganology Shenzhen and Shenzhen Xunlei, as amended, Shenzhen Xunlei irrevocably grants Giganology Shenzhen (or its designated representative(s)) an exclusive option to purchase certain specified intellectual properties that it owns for RMB1.0 or the minimum amount of consideration permitted under the PRC law. This agreement will expire in 2022 and may be automatically extended for an additional 10 years at each expiration date as long as these intellectual properties have not been transferred to Giganology Shenzhen and/or its designee and Shenzhen Xunlei then still exist.

Agreements that provide us the option to purchase the equity interest in Shenzhen Xunlei

Equity interests disposal agreement

Pursuant to the equity interests disposal agreement among Giganology Shenzhen, Shenzhen Xunlei and the shareholders of Shenzhen Xunlei, as amended, Shenzhen Xunlei's shareholders irrevocably grant Giganology Shenzhen (or its designated representative(s)) an exclusive option to purchase all or part of their equity interests in Shenzhen Xunlei for RMB1.0 or the minimum amount of consideration permitted under PRC law. This agreement will expire in 2026.

Loan agreements

Under the loan agreement between Giganology Shenzhen and Guangzhou Shulian Information Investment Co., Ltd., Sean Shenglong Zou, Hao Cheng, Fang Wang and Jianming Shi, as amended, Giganology Shenzhen made interest-free loans of approximately RMB1.8 million, RMB2.5 million, RMB2.3 million, RMB0.2 million and RMB2.3 million, respectively, to each of the above shareholders of Shenzhen Xunlei and all of these shareholders have used the full amount of loans to make capital contribution to Shenzhen Xunlei. The term of this agreement is two years from the date it was signed, and will be automatically extended afterwards on a yearly basis until each shareholder of Shenzhen Xunlei has repaid the loan in its entirety in accordance with the loan agreement. The loan for each shareholder will be deemed to be repaid under this agreement only when all equity interest held by the relevant shareholder in Shenzhen Xunlei has been transferred to Giganology Shenzhen or its designated parties. As of the date of this annual report, all the loans under the loan agreements remain outstanding. At any time during the term of the loan agreement, Giganology Shenzhen may, at its sole discretion, require any of the shareholders of Shenzhen Xunlei to repay all or any portion of his outstanding loan under the agreement.

In addition, following the loan agreement mentioned above, under a separate loan agreement between Giganology Shenzhen and Mr. Sean Shenglong Zou as a shareholder of Shenzhen Xunlei, as amended, Giganology Shenzhen made an additional interest-free loan of RMB20 million to Mr. Zou, the entire amount of which was used to contribute to the registered capital of Shenzhen Xunlei, increasing the registered capital of Shenzhen Xunlei to RMB30 million. The term of this agreement is two years from the date it was signed, and will be automatically extended afterwards on a yearly basis until Mr. Zou has repaid the loan in its entirety in accordance with the loan agreement. This loan will be deemed to be repaid under this agreement only when all equity interest held by the relevant shareholder in Shenzhen Xunlei has been transferred to Giganology Shenzhen or its designated parties. At any time during the term of the loan agreement, Giganology Shenzhen may, at its sole discretion, require all or any portion of the outstanding loan under the agreement to be repaid.

In the opinion of King & Wood Mallesons, our PRC legal counsel:

- the ownership structures of our variable interest entity and our subsidiaries in China comply all applicable PRC Laws and regulations currently in effect; and

- the contractual arrangements among Giganology Shenzhen, our PRC subsidiary, Shenzhen Xunlei and its shareholders governed by PRC law are valid, binding and enforceable in accordance with the contractual arrangements' terms, and will not result in any violation of PRC laws or regulations currently in effect.

We have been advised by King & Wood Mallesons, our PRC legal counsel, however, that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules. Accordingly, the PRC regulatory authorities may take a view that is contrary to the above opinion of our PRC legal counsel. We have been further advised by our PRC legal counsel that if the PRC government finds that the agreements that establish the structure for operating our business to provide digital media data transmission and streaming services, online games and other value-added telecommunication services do not comply with PRC government restrictions on foreign investment in the aforesaid business we engage in, we could be subject to severe penalties including being prohibited from continuing operations. See "Item 3. Key Information—D. Risk factors—Risks related to our corporate structure—If the PRC government finds that the agreements that establish the structure for operating our businesses in China do not comply with PRC governmental restrictions on foreign investment in internet-related business and foreign investors' mergers and acquisition activities in China, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations."

D. Property, Plant and Equipment

Our principal executive offices are located at 20-23/F Block B, Building No.12, No.18 Shenzhen Bay ECO-Technology Park, Keji South Road, Yuehai Street, Nanshan District, Shenzhen, the People's Republic of China, which comprises approximately 10,100 square meters of office space. In addition to other offices in Shenzhen, we also have offices in Beijing and Hong Kong, respectively, totaling approximately 20,427 square meters. Our leased premises are leased from unrelated third parties who have valid title to the relevant properties. The lease for our principal executive offices will expire in December, 2021, and the other leases typically have terms of one to three years. Our servers are primarily hosted at internet data centers owned by major domestic internet data center providers. The hosting services agreements typically have one-year terms and are renewed upon expiration. We believe that we will be able to obtain adequate facilities, principally through leasing, to accommodate our future expansion plans.

Item 4A. Unresolved Staff Comments

None.

Item 5. Operating and Financial Review and Prospects

The following discussion of our financial condition and results of operations is based upon, and should be read in conjunction with, our audited consolidated financial statements and the related notes included in this annual report on Form 20-F. This report contains forward-looking statements. See "Forward-Looking Information." In evaluating our business, you should carefully consider the information provided under the caption "Item 3. Key Information—D. Risk Factors" in this annual report on Form 20-F. We caution you that our businesses and financial performance are subject to substantial risks and uncertainties. Unless otherwise specified, the results presented in this annual report do not include Xunlei Kankan and web game business, which have been classified as discontinued operations.

A. Operating Results

Overview

We operate a powerful internet platform in China based on cloud computing to enable our users to quickly access, manage and consume digital media content on the internet. In recent years, we have expanded our products and services from PC-based devices to mobile devices in part through pre-installed acceleration plug-ins on mobile phones to further enlarge our user base and offer our users a wider range of access points. In addition, we have also started to provide blockchain products and services recently.

We provide users with quick and easy access to digital media content on the internet through two core products and services, available to users for free and for a subscription fee, respectively. Our acceleration products and services include Xunlei Accelerator and our cloud acceleration subscription services (delivered through our product, Green Channel). Benefitting from the large user base accumulated by our core product, Xunlei Accelerator, we have further developed various value-added services to meet a fuller spectrum of our users' digital media content access and consumption needs. These value-added products and services include our cloud computing services and online game services. In July 2015, we completed the divesture of our entire stake in our online video streaming platform, Xunlei Kankan, to Beijing Nesound International Media Corp., Ltd., an independent third party.

We generate revenues primarily through the following services:

- *Service revenue.* We generate revenue from various services we offer to users and clients. The services we offer primarily include acceleration subscription services, online advertising services and other internet value-added services.

  - *Internet value-added services.* Internet value-added services primarily include shared cloud computing services, live video services, and online game services. Revenues from our internet value-added services accounted for 29.2% of our total revenue in 2018.

  - *Subscription services.* We provide cloud acceleration subscription services for subscribers to enable faster and more reliable access to digital media content. Revenues from subscription services contributed to 35.3% of our revenue in 2018. Subscription fees are time-based and are primarily collected up-front from subscribers on a monthly or yearly basis.

  - *Online advertising services (including mobile advertising).* We provide marketing opportunities on our PC websites and mobile platform to advertisers. Online advertising revenues contributed to 12.0% of our revenue in 2018. The revenues are derived principally from various forms of advertisements that we place on our mobile platform after we started to generate mobile advertising revenue in the fourth quarter of 2015.

- *Product revenue*. We sell hardware devices mainly related to our cloud computing services, such as OneThing Cloud. Product revenue contributed 23.5% of our revenue in 2018.

Our revenues increased from US$141.0 million in 2016 to US$201.9 million in 2017 and further to US$232.1 million in 2018. We had a net loss attributable to Xunlei Limited of US$24.1 million, US$37.8 million and US$39.3 in 2016, 2017 and 2018, respectively. Xunlei Kankan and web game business are accounted for as discontinued operations due to the sale of those two businesses and our consolidated statements of comprehensive income/(loss) in this annual report separately classifies the discontinued operations from our remaining business operations for all years presented.

Major factors affecting our results of operations

Our business and operating results are subject to general factors affecting the internet industry in China, including overall economic growth, which has resulted in increases in disposable income and consumer spending, government and industry initiatives accelerating the technological advancement and growth of internet industry, the growth of internet usage and penetration rate in China, strong preference of Chinese consumers for accessing digital media content through the internet, the greater availability of digital media content on the internet, and the increasing acceptance of online advertising as part of advertisers' overall marketing strategy and spending. Our results of operations will continue to be affected by such general factors.

Our results of operations are also directly affected by a number of company-specific factors, including:

Our ability to continue to enhance and innovate our service offerings, including our mobile products and our cloud computing services.

As our industry evolves rapidly and user preference for our services may change quickly, our revenues and results of operations significantly depend on our ability to continue enhancing and expanding our service offerings to meet evolving user preference and market demand, and to broaden our user base. We have a proven track record of developing our service offerings to successfully address the preferences of China's internet users. To address deficiencies of digital media content transmission over the internet in China, we provide users with quick and easy access to digital media content on the internet through two core products and services, Xunlei Accelerator and our cloud acceleration subscription services, available to users for free and for a subscription fee, respectively. To meet our users' digital media content access and consumption needs, we have further developed various value-added services, including online game and live video services. Furthermore, we focus more on user behaviors and study users' life cycles on our platform, so that we can offer relevant services at the right time and encourage users to continue using our services.

An important part of our business plan is to continue transitioning to mobile internet. As an increasing number of users are accessing online services through mobile devices, we are increasingly expanding our services to mobile devices, particularly through cooperation with smartphone makers, including Xiaomi, which currently offers our mobile acceleration plug-in pre-installed on its new phones and as updates on its existing phones. We intend to further work with more smartphone makers in China so that a larger number of mobile users can benefit from our mobile products, including acceleration and higher downloading success rates.

We have also launched our cloud computing project to allocate idle uplink capacity to internet content providers and other internet users in need. We gather idle uplink capacity from internet users who have bought and connected our proprietary ZQB and OneThing Cloud devices to their network router. Our ZQB devices and OneThing Cloud can allocate those users' idle computing resources to us for our further allocation to internet content providers and other internet users. We pay users of our ZQB device for the use of their idle computing resources. For the users of our OneThing Cloud, they can voluntarily participate in the OneThing reward program and be rewarded with LinkTokens, which can be used to redeem for products and services. The computing resources gathered from ZQB and OneThing Cloud devices are valuable resources that we target to commercialize with potential customers such as streaming websites and app stores. Depending on our own needs, we also utilize those crowdsourced capacities for our own business from time to time, reducing our purchase of bandwidth from traditional third party carriers.

Our ability to further monetize our user base.

Our revenues and results of operations depend on our ability to further monetize our user base, to convert more users to subscribers and to increase the spending of our subscribers. With enhanced knowledge of user behavior and preferences, we offer a diverse range of premium services tailored to their individual needs. For example, our cloud acceleration subscription services offer users value-added services for speed. We intend to further monetize our user base and aim to convert users to subscribers by expanding our offering of value-added services, such as cloud-based storage and mobile access. We plan to provide one-stop services for our users, in terms of accessing content and storage and synchronization of content across devices, including mobile devices and PC.

Our ability to maintain our technology leadership and cost-efficient infrastructure.

Our results of operations depend on our ability to maintain our technology leadership, with innovations such as our mobile technology, our uplink capacity crowdsourcing technology and our cloud acceleration technology. Our mobile technology allows users to access content from anywhere, our uplink capacity crowdsourcing technology enables us to utilize the idle capacity available from our large user base, and our cloud acceleration technology enables users to access content in an efficient manner. Our proprietary technology and highly scalable massive distributed computing network form our core competitive advantage, enabling us to deliver superior transmission acceleration services and enhanced user experience anywhere and with an efficient sort of acceleration. Our resource discovery network leverages our distributed computing power, computing and storage capacity and significantly reduces our reliance on servers operated by us. As part of our expansion strategy, we plan to devote substantial resources to research and development in order to better serve our users, particularly to our cloud computing services and mobile products and services. Therefore, the expenses associated with our research and development are expected to increase in the near future. However, we plan to continue to increase the uplink capacity we crowdsource through our cloud computing services, which is expected to reduce our bandwidth cost, contribute to the cost efficiency of our overall infrastructure and generate additional revenue when we sell those capacity to third parties.

Our ability to control our costs and operating expenses.

Our results of operations depend on our ability to control our costs and operating expenses. We expect our bandwidth costs to increase as we grow our business and raise the number of subscribers, although we expect such costs would be partly offset by the fact that we expect to source an increasing amount of bandwidth from our cloud computing services. In addition, our operating expenses are expected to increase in the future, since we expect increased headcount to reflect the growth of our business. We plan to continue to invest in research and development to maintain our technology leadership, especially to increase our research and development expenses and sales and marketing expenses in relation to our cloud computing services.

Description of certain statement of operations items

Revenues

We derive our revenues primarily from cloud acceleration subscription services, online advertising services, selling of cloud computing devices and other internet value-added services, which consists of online games services, live video services and cloud computing services. The following table sets forth the principal components of our revenues by amounts and percentages of our revenues for the periods presented.

	For the Year Ended December 31,					
	2016		2017		2018	
	US$	%	US$	%	US$	%
Continuing operations	(in thousands, except for percentages)					
Subscriptions	90,163	64.0	84,956	42.1	81,877	35.3
Online advertising	16,874	12.0	22,484	11.1	27,781	12.0
Product revenue	4,543	3.2	32,894	16.3	54,604	23.5
Other internet value-added services	29,405	20.8	61,577	30.5	67,870	29.2
Total	140,985	100.0	201,911	100.0	232,132	100.0

Subscriptions. We introduced our cloud acceleration subscription services in March 2009. We generate revenues from providing our users with exclusive services, such as access to high-speed online transmission, premium acceleration or access privileges, for a time-based subscription fee. The standard subscription fee is RMB10 (US$1.5) per month or RMB99 (US$15.0) per year, and we also offer premium subscription packages with prices at RMB15 (US$2.3) per month or RMB149 (US$22.6) per year or RMB30 (US$4.5) per month or RMB288 (US$43.7) per year to cater to subscribers' different demand for acceleration speed and user experience, which are becoming increasingly popular among our subscribers. Our subscription revenues, as a percentage of our revenues, decreased from 64.0% in 2016 to 42.1% in 2017, and further to 35.3% in 2018.

The most significant factor that directly affects our subscription revenues is the number of subscribers. We may maintain our subscriber base in the future by expanding our offering of fee-based services, but important factors outside of our control, such as the PRC government's regulation and censorship of information disseminated over the internet, may have a material adverse impact on our cloud acceleration services, which in turn may have an adverse effect on the number of our subscribers and on our revenues and results of operations. For example, in April 2014, the Chinese government initiated a campaign to enhance and enforce its scrutiny on internet content in China, particularly for pornographic content, and various websites were subject to penalties and in some cases outright suspension of website operations. We regularly conducted internal compliance investigation to ensure that the content transmitted by our products is in compliance with the strict standards set out by the authorities. We deleted millions of cached files, added thousands of keywords to our automatic keyword filtration system and permitted temporary suspension of services by approximately 192,000 existing subscribers as of the end of 2018. See "Item 3. Key Information—D. Risk Factors—Risks related to doing business in China—Regulation and censorship of information disseminated over the internet in China have adversely affected our business and may continue to adversely affect our business, and we may be liable for the digital media content on our platform." In the future, there may be other laws and regulations that lead to further voluntary or forced removal of content or other measures to ensure compliance with standards set out by relevant regulatory authorities, which may further reduce our subscriber base. To date, we have not been able to quantify the magnitude and extent of such impact.

Online advertising. Our online advertising revenues are derived from various forms of advertisements that we place on our PC websites and mobile platform. A significant majority of our advertisers purchase our online advertising services through third-party advertising agencies. As is customary in the advertising industry in China, we pay rebates to third-party advertising agencies and recognize revenues net of these rebates.

The revenues from our mobile advertising have grown rapidly since we generated such revenues for the first time in the fourth quarter of 2015 and reached US$27.3 million in 2018, accounting for 98.4% of the online advertising revenues. We expect the revenues from mobile advertising will account for the majority of our advertising revenues in the future with our on-going transition to mobile internet. Other advertising revenues decreased continuously from US$3.1 million in 2015 to US$0.5 million in 2018 after we sold Xunlei Kankan in July 2015. We do not expect to generate a significant amount of other advertising revenues in the foreseeable future. For details of our sale of Xunlei Kankan, see "Item 4. Information on the Company — A. History and Development of the Company."

Product revenue. Product revenue represents the revenue we generate primarily from the sales of hardware devices and OneThing Cloud, in relation to our cloud computing services. The product revenue increased from US$4.5 million in 2016 to US$32.9 million in 2017 and further to US$54.6 million in 2018. The significant increase in our product revenue in 2018 was primarily due to the increase in the sales of OneThing Cloud.

Other internet value-added services. We actively seek new business opportunities that complement our existing core acceleration business to further improve our users' overall experience. Revenues from other internet value-added services increased from US$29.4 million in 2016 to US$61.6 million in 2017 and further to US$67.9 million in 2018.

Revenues of other internet value-added services were generated primarily from our live video services, online game services and our cloud computing services. For live video services, users purchase virtual gifts from us and send the gifts they purchase to broadcasters to show their support. We recognized revenue from the sales of virtual gifts in an amount of US$31.0 million in 2018. Our online games business used to consist of web games, mobile games and MMOGs. In light of the overall decline in web game market and a shift of our strategy, we streamlined our business and disposed of our web game business in January 2018. After the disposal, our online game business only operates MMOGs and mobile games. We calculate the number of paying users during a given period as the cumulative number of users that have purchased virtual items or other products and services for online games at least once during the relevant period. We had approximately 95,464 paying users of our online games in 2016, 69,017 in 2017, and 33,343 in 2018, respectively. For cloud computing services, we recognize revenue when we provide bandwidth to our customers. We started to generate revenue from cloud computing services in 2015 and the revenue for the year ended December 31, 2018 decreased by 9.3% on a year-over-year basis due to an increased competition in the market. We expect the revenue from other internet value-added services to increase in the future.

Cost of revenues

Our cost of revenues consists primarily of (i) bandwidth costs, (ii) cost of inventories sold, (iii) cost of live video services, (iv) depreciation of servers and other equipment, (v) payment handling charges, and (vi) other costs. The following table sets forth the components of our cost of revenues by amounts and percentages of our revenues for the periods presented:

	For the Year Ended December 31,					
	2016		2017		2018	
	US$	%	US$	%	US$	%
Continuing operations	(in thousands, except for percentages)					
Bandwidth costs	55,135	39.1	68,441	33.9	48,118	20.7
Cost of inventories sold	4,357	3.1	21,485	10.6	31,634	13.6
Cost of live video services	2,505	1.8	12,724	6.3	23,928	10.3
Depreciation of servers and other equipment	5,848	4.1	7,647	3.8	5,018	2.2
Payment handling charges	6,919	4.9	4,855	2.4	3,016	1.3
Other costs	5,164	3.7	2,724	1.4	3,953	1.7
Total	79,928	56.7	117,876	58.4	115,667	49.8

Bandwidth costs. Bandwidth costs consist of the fees we pay to telecommunications carriers and other service providers for telecommunications services and for hosting our servers at their internet data centers and to a less extent, the fees we compensate users of our ZQB and OneThing Cloud devices for the use of their idle uplink capacity. Bandwidth is a significant component of our cost of revenues. We expect our bandwidth costs to increase as we grow our business although we expect such costs would be partly offset by our plan to source an increasing amount of bandwidth from our cloud computing services. For details on our cloud computing services, see "Item 4. Information on the Company — B. Business Overview."

Cost of inventories sold. Cost of inventories sold mainly consists of the cost associated with the sale of hardware devices including OneThing Cloud, in relation to our cloud computing services.

Cost of live video services. Cost of live video services mainly represents the fees we pay to broadcasters and the talent agencies. We expect such cost to continue to grow along with the growth of our live video services.

Depreciation of servers and other equipment. Depreciation expenses for servers and other equipment that are directly related to our business operations and technical support are included in our cost of revenues. We expect our depreciation expenses to decrease as cloud computing increases our use of cloud servers, which is also consistent with the industry trend.

Payment handling charges. Payment handling charges are the fees we pay to payment channels for cloud acceleration subscription services, online games and other paid services. Users can make payments for such services through third-party online, fixed phone line and mobile phone payment channels. These third-party payment channels typically charge a handling fee for their services. Our subscribers used to make subscription payments through mobile phones. However, as mobile carriers generally charge higher handling fees than other channels, we have modified our subscription fee structure to encourage our subscribers to use other available payment channels. We expect such payment handling charges to decrease as we continue to modify our subscription fee structure.

Other costs. Other costs mainly include fast bird service cost, which we pay to telecommunication service providers for accelerating service we provide for our subscribers' internet access, game sharing costs, which represent the share of online game revenue remitted to developers of exclusive licensed games, and LinkToken redemption cost, which represents the cost we incurred for making products and services available in the LinkToken Mall for holders of LinkTokens to redeem.

Operating expenses

Our operating expenses consist of (i) research and development expenses, (ii) sales and marketing expenses, (iii) general and administrative expenses, and (iv) assets impairment loss, net. The following table sets forth the components of our operating expenses by amounts and percentages of our revenues for the periods presented:

	For the Year Ended December 31,					
	2016		2017		2018	
	US$	%	US$	%	US$	%
	(in thousands, except for percentages)					
Research and development expenses	61,169	43.4	66,947	33.2	76,763	33.1
Sales and marketing expenses	14,601	10.4	19,888	9.8	35,322	15.2
General and administrative expenses	26,010	18.4	36,517	18.1	40,833	17.6
Assets impairment loss, net	—	—	13,556	6.7	6,348	2.7
Total	101,780	72.2	136,908	67.8	159,266	68.6

Research and development expenses. Research and development expenses consist primarily of salaries and benefits for our research and development personnel. Expenditures incurred during the research phase are expensed as incurred. Expenditures incurred for the development of the acceleration products prior to the establishment of technological feasibility are expensed when incurred. We expect our research and development expenses to increase in the short term as we need to retain talents and expand our research and development team to develop new products and update existing products, particularly our cloud computing services, blockchain technology, and our mobile products.

Sales and marketing expenses. Sales and marketing expenses consist primarily of salaries, sales commissions and benefits for our sales and marketing personnel and marketing and promotional expenses. We expect our sales and marketing expenses to increase in the short term as we expect to invest in brand enhancement efforts and the promotion of our products, particularly as we plan to increase our efforts in promoting our cloud computing services, blockchain services and Mobile Xunlei.

General and administrative expenses. General and administrative expenses consist primarily of salaries and benefits, professional service fees and other administrative expenses. We expect our general and administrative expenses to increase in the short term as we expect our business to continue to grow.

Assets impairment loss, net. Assets impairment loss, net consists of assets written-offs after impairment and recoverability assessment, net of recovered amount of impaired assets. The assets impairment in 2018 was related to (i) an impairment loss of accounts receivable related to cloud computing business, (ii) an impairment loss of other receivable from an investee company, and (iii) recovered amount of last installment of Xunlei Kankan purchase price.

Taxation

Cayman Islands

We are incorporated in the Cayman Islands. Under the current laws of the Cayman Islands, we are not subject to tax on income or capital gains. Additionally, there is no withholding tax on dividends paid by us to our shareholders.

China

On March 16, 2007, the NPC promulgated the EIT Law, which was revised on December 29, 2018, adopting a unified EIT rate of 25%. In addition, the EIT Law also provides a five-year transitional period starting from its effective date for those enterprises that were established before the date of promulgation of the EIT Law and that were entitled to preferential income tax rates under the then effective tax laws or regulations. On December 26, 2007, the State Council issued the “Circular for Implementation of the Transitional Preferential Policies for the Enterprise Income Tax.” Pursuant to this Circular, the transitional income tax rates for enterprises established in the Shenzhen Special Economic Zone before March 16, 2007 were 18%, 20%, 22%, 24% and 25% for 2008, 2009, 2010, 2011 and 2012, respectively. Thus, the applicable EIT rate for Giganology Shenzhen, the VIE and its subsidiaries, which were established in the Shenzhen Special Economic Zone before March 16, 2007, was 25% for each of the 2014, 2015, 2016, 2017 and 2018 fiscal years.

On January 29, 2016, relevant PRC governmental regulatory authorities released further qualification criteria, application procedures and assessment processes for meeting the High and New Technology Enterprise, or HNTE status under the EIT Law which would entitle qualified and approved entities to a favorable statutory tax rate of 15%. In April 2009, the State Administration for Taxation, or SAT, issued Circular Guoshuihan [2009] No. 203 stipulating that entities qualified for the HNTE status should apply with the relevant tax authorities to enjoy the reduced EIT rate of 15% provided under the EIT Law starting from the year when the HNTE certificate becomes effective. In addition, an entity qualified for the HNTE status can continue to enjoy its remaining tax holiday from January 1, 2008 provided that it has obtained the HNTE certificate according to the new recognition criteria set by the EIT Law and the relevant regulations. Shenzhen Xunlei possesses such HNTE certificate and is qualified to enjoy a preferential tax rate of 15% for the years ended December 31, 2017, 2018 and 2019. We are currently renewing such HNTE certificate for Shenzhen Xunlei. In addition, Shenzhen Onething and Shenzhen Wangwenhua also obtained the HNTE certificate in October 2017 and August 2017, respectively, and therefore enjoy a preferential income tax rate of 15% for the years ended December 31, 2017, 2018 and 2019. Xunlei Computer also obtained the HNTE certificate in November 2018 and thus entitled to enjoy a preferential income tax rate of 15% for the years ended December 31, 2018, 2019 and 2020.

According to a policy of the State Tax Administration of the PRC, enterprises that engage in research and development activities are entitled to claim 175% of the research and development expenses incurred in a year as tax deductible expenses in determining their tax assessable profits for that year, or Super Deduction, during the period from January 1, 2018 to December 31, 2020. Shenzhen Xunlei has been claiming this Super Deduction in ascertaining its tax assessable profits.

Shenzhen Xunlei obtained the certificate of National Key Software Enterprise for the year ended December 31, 2017 which entitled Shenzhen Xunlei a preferential tax rate of 10% for fiscal year 2017. Shenzhen Xunlei also hold a HNTE certificate which entitled Shenzhen Xunlei to enjoy an income tax rate of 15% for 2017, 2018 and 2019 fiscal year.

Pursuant to the relevant PRC regulations, Xunlei Computer is entitled to the 2-year Exemption and 3-year 50% Reduction treatment. The first year of profitable operation of Xunlei Computer is 2013. Accordingly, the applicable EIT rates for Xunlei Computer were 12.5%, 12.5% and 12.5% for the years ended December 31, 2015, 2016 and 2017, respectively. The term of 50% reduction treatment expired in 2017. Our other subsidiaries and VIE's subsidiaries, which were established after January 1, 2008, are subject to EIT at a rate of 25%. Xunlei Computer also obtained the HNTE certificate in November 2018 and thus entitled to enjoy a preferential income tax rate of 15% for the years ended December 31, 2018, 2019 and 2020.

According to the EIT Law and its implementation rules, foreign enterprises, which have no establishment or place in the PRC but derive dividends, interest, rents, royalties and other income (including capital gains) from sources in the PRC are subject to PRC withholding tax, or WHT, at 10% (a further reduced WHT rate may be available according to the applicable double tax treaty or arrangement). The 10% WHT is generally applicable to any dividends to be distributed from Giganology Shenzhen and Xunlei Computer to us out of any profits of Giganology Shenzhen and Xunlei Computer derived after January 1, 2008. Although Xunlei Computer and Giganology Shenzhen had retained earnings as of December 31, 2017 and December 31, 2018, the directors of the company decided to reinvest the retained earnings permanently in China and therefore no such WHT is required.

In addition, the current EIT Law treats enterprises established outside the PRC with "effective management and control" located in the PRC as PRC resident enterprises for tax purposes. The term "effective management and control" is generally defined as exercising overall management and control over the business, personnel, accounting, properties, etc. of an enterprise. If a company is considered as a PRC resident enterprise for tax purposes, it would be subject to the PRC Enterprise Income Tax at the rate of 25% on its worldwide income after January 1, 2008. As of December 31, 2018, our company has not accrued for PRC tax on such basis. Our company will continue to monitor its tax status.

Results of operations

The following table sets forth a summary of our consolidated results of continuing operations by amounts and percentages of our revenues for the years indicated. This information should be read together with our consolidated financial statements and related notes included elsewhere in this annual report. The results of operations in any period are not necessarily indicative of the results that may be expected for any future period.

	For the Year Ended December 31,					
	2016		2017		2018	
	US$	%	US$	%	US$	%
	(in thousands, except for percentages)					
Net revenues						
Service revenue	136,442	96.8	169,017	83.7	177,528	76.5
Product revenue	4,543	3.2	32,894	16.3	54,604	23.5
Total revenue, net of rebates and discounts	140,985	100.0	201,911	100.0	232,132	100.0
Business taxes and surcharge	(779)	(0.6)	(1,328)	(0.7)	(1,528)	(0.7)
Total net revenues	140,206	99.4	200,583	99.3	230,604	99.3
Cost of revenues						
Service	(75,571)	(53.6)	(96,391)	(47.7)	(84,033)	(36.2)
Product	(4,357)	(3.1)	(21,485)	(10.7)	(31,634)	(13.6)
Total cost of revenues	(79,928)	(56.7)	(117,876)	(58.4)	(115,667)	(49.8)
Gross profit	60,278	42.8	82,707	41.0	114,937	49.5
Operating expenses						
Research and development expenses	(61,169)	(43.4)	(66,947)	(33.2)	(76,763)	(33.1)
Sales and marketing expenses	(14,601)	(10.4)	(19,888)	(9.8)	(35,322)	(15.2)
General and administrative expenses	(26,010)	(18.4)	(36,517)	(18.1)	(40,833)	(17.6)
Assets impairment loss, net	—	—	(13,556)	(6.7)	(6,348)	(2.7)
Total operating expenses	(101,780)	(72.2)	(136,908)	(67.8)	(159,266)	(68.6)
Operating loss	(41,502)	(29.4)	(54,201)	(26.8)	(44,329)	(19.1)
Interest income	2,158	1.5	1,967	1.0	1,183	0.5
Interest expense	(239)	(0.2)	(239)	(0.1)	(239)	(0.1)
Other income, net	6,503	4.6	7,880	3.9	2,810	1.2
Share of loss from equity investees	(195)	(0.1)	(1,875)	(0.9)	(307)	(0.1)
Loss from continuing operations before income tax	(33,275)	(23.6)	(46,468)	(23.0)	(40,882)	(17.6)
Income tax benefit	2,469	1.8	2,252	1.1	89	—
Net loss from continuing operations	(30,806)	(21.9)	(44,216)	(21.9)	(40,793)	(17.6)
Discontinued operations:						
Income from discontinued operations before income taxes	7,791	5.5	7,538	3.7	1,533	0.7
Income tax expenses	(1,168)	(0.8)	(1,131)	(0.6)	(230)	(0.1)
Net income from discontinued operations	6,623	4.7	6,407	3.2	1,303	0.6
Net loss for the year	(24,183)	(17.2)	(37,809)	(18.7)	(39,490)	(17.0)
Less: Net profit/(loss) attributable to the non-controlling interest	(72)	(0.1)	13	0.0	212	0.1
Net loss attributable to Xunlei Limited	(24,111)	(17.1)	(37,822)	(18.7)	(39,278)	(16.9)

Year ended December 31, 2018 compared with year ended December 31, 2017.

Revenues. Our revenues increased by 15.0% from US$201.9 million in 2017 to US$232.1 million in 2018. The increase was primarily due to an increase in revenues from product sales, live video services, and mobile advertising services.

Service revenue. Our service revenue increased by 5.0% from US$169.0 million in 2017 to US$177.5 million in 2018, primarily due to increases in the revenue generated from our online advertising services and other internet value-added services, partially offset by slight decreases in revenues from subscription services.

Our revenue from subscription services decreased by 3.6% from US$85.0 million in 2017 to US$81.9 million in 2018, primarily due to a decline in the number of subscribers from 2017 to 2018.

Our online advertising revenues increased by 23.6% from US$22.5 million in 2017 to US$27.8 million in 2018, primarily due to higher average advertising fees we charged as we optimized our advertising channels.

Revenues derived from other internet value-added services increased by 10.2% from US$61.6 million in 2017 to US$67.9 million in 2018, primarily due to an increase in revenue from our live video business.

Product revenue. Our product revenue increased by 66.0% from US$32.9 million in 2017 to US$54.6 million in 2018, primarily due to an increase in the sales of OneThing Cloud devices in 2018.

Cost of revenues. Our cost of revenues decreased by 1.9% from US$117.9 million in 2017 to US$115.7 million in 2018, primarily attributable due to a decrease in bandwidth costs.

Bandwidth costs. Our bandwidth costs decreased by 29.7% from US$68.4 million in 2017 to US$48.1 million in 2018, primarily due to the use of crowdsourced bandwidth capacity that we obtained through our cloud computing service.

Cost of inventories sold. Our cost of inventories sold increased by 47.2% from US$21.5 million in 2017 to US$31.6 million in 2018, primarily due to an increase in cost of inventories sold associated with the sale of OneThing Cloud.

Cost of live video. Our cost of live video services increased by 88.1% from US$12.7 million in 2017 to US$23.9 million in 2018, primarily due to an increase in live video costs associated with the growth of our live video service in 2018.

Depreciation of servers and other equipment. Depreciation of servers and other equipment decreased by 34.4% from US$7.6 million in 2017 to US$5.0 million in 2018, primarily because we had a one-off acceleration in the depreciation of servers in an aggregate amount of US$1.3 million in 2017.

Payment handling charges. Our payment handling charges decreased by 37.9% from US$4.9 million in 2017 to US$3.0 million in 2018, primarily because we used more third-party payment service providers that charged lower service fees.

Other costs. These costs increased by 45.1% from US$2.7 million in 2017 to US$4.0 million in 2018, primarily due to the increase in LinkToken redemption cost.

Gross profit. As a result of the above, our gross profit increased by 39.0% from US$82.7 million in 2017 to US$114.9 million in 2018. Gross profit margin increased from 41.0% in 2017 to 49.5% in 2018, primarily due to an increase in the sales of high margin product and a decreased bandwidth costs.

Operating expenses. Our operating expenses increased by 16.3% from US$136.9 million in 2017 to US$159.3 million in 2018, primarily due to (i) our continued development and promotion of cloud computing service and blockchain business, and (ii) an increase in staff compensation expenses.

Research and development expenses. Our research and development expenses increased by 14.7% from US$66.9 million in 2017 to US$76.8 million in 2018, primarily because we hired additional research and development engineers for our cloud computing business and blockchain business.

Sales and marketing expenses. Our sales and marketing expenses increased by 77.6% from US$19.9 million in 2017 to US$35.3 million in 2018, primarily due to an increase in marketing expenses we incurred in promoting our cloud computing and blockchain products and services.

General and administrative expenses. Our general and administrative expenses increased by 11.8% from US$36.5 million in 2017 to US$40.8 million in 2018, primarily due to an increase in employee compensation as a result of an increased employee headcount and a higher average salary.

Assets impairment loss, net. We recorded assets impairment loss of US$13.6 million in 2017 and US$6.3 million in 2018. The balance in 2018 represented receivables that were written-off after impairment and recoverability assessment, net of recovered amount of impaired assets. The balance in 2017 represented the write-offs in relation to Xunlei Kankan, which we disposed of in July 2015 and Kuaipan Personal, with respect to which we performed an impairment assessment due to a change of our product focus.

Interest income. Our interest income decreased by 39.9% from US$2.0 million in 2017 to US$1.2 million in 2018, primarily due to a decrease in the balance of time deposits in our bank account.

Interest expense. Our interest expense remained stable at US$0.2 million in 2017 and US$0.2 million in 2018, which represented interest expenses accrued for long-term payables to certain shareholders resulting from repurchase of shares in 2014.

Other income, net. Our other income decreased by 64.3% from US$7.9 million in 2017 to US$2.8 million in 2018, primarily due to the write-off of long term investments in an amount of approximately US$7.8 million in 2018, partially offset by exchange gains of approximately US$1.2 million.

Income tax benefit. Our income tax benefit decreased from US$2.3 million in 2017 to US$0.1 million in 2018, primarily due to a decrease in deferred tax assets.

Net loss from continuing operations. As a result of the above, our net loss increased from US$44.2 million in 2017 to US$40.8 million in 2018.

Net income from discontinued operations. Net income from discontinued operations was US$6.4 million in 2017 and US$1.3 million in 2018.

Net loss attributable to Xunlei Limited. As a result of the above, we generated a net loss attributable to Xunlei Limited of US$37.8 million and US$39.3 million in 2017 and 2018, respectively.

Year ended December 31, 2017 compared with year ended December 31, 2016.

Revenues. Our revenues increased by 43.2% from US$141.0 million in 2016 to US$201.9 million in 2017. The increase was primarily due to increases in revenues from cloud computing services, product sales, live video and online advertising services.

Our revenues from subscription services decreased by 5.8% from US$90.2 million in 2016 to US$85.0 million in 2017, primarily due to the decrease in the number of subscribers from 2016 to 2017.

Our online advertising revenues increased by 33.2% from US$16.9 million in 2016 to US$22.5 million in 2017, primarily due to an increase in mobile advertising revenue.

Our product revenues increased by 624.1% from US$4.5 million in 2016 to US$32.9 million in 2017, primarily due to an increase in sales of OneThing Cloud devices in 2017.

Revenues derived from other internet value-added services increased by 109.4% from US$29.4 million in 2016 to US$61.6 million in 2017, primarily due to increases in revenues from our live video services and cloud computing services.

Cost of revenues. Our cost of revenues increased by 47.5% from US$79.9 million in 2016 to US$117.9 million in 2017. The increase in our cost of revenues was primarily due to increases in hardware costs and bandwidth costs.

Bandwidth costs. Our bandwidth costs increased by 24.1% from US$55.1 million in 2016 to US$$68.4 million in 2017, primarily due to the increased bandwidth costs associated with our cloud computing business.

Cost of inventories sold. Our cost of inventories sold increased by 393.1% from US$4.4 million in 2016 to US$21.5 million in 2017, primarily due to the increased cost of inventories sold associated with the sale of hardware device, OneThing Cloud.

Cost of live video. Our cost of live video services increased by 407.9% from US$2.5 million in 2016 to US$12.7 million in 2017, primarily due to the increased live video costs associated with the growth of live video service in 2017.

Depreciation of servers and other equipment. Depreciation of servers and other equipment increased by 30.8% from US$5.8 million in 2016 to US$7.6 million in 2017, primarily due to a one-off acceleration in depreciation of servers in an aggregate amount of US$1.3 million.

Payment handling charges. Our payment handling charges decreased by 29.8% from US$6.9 million in 2016 to US$4.9 million in 2017, driven primarily by a change in the combination of payment channels used by our subscribers.

Other costs. These costs decreased by 47.3% from US$5.2 million in 2016 to US$2.7 million in 2017, primarily related to the decreased costs associated with the fast bird cost and game sharing cost.

Gross profit. As a result of the above, our gross profit increased by 37.2% from US$60.3 million in 2016 to US$82.7 million in 2017. Gross profit margin decreased from 42.8% in 2016 to 41.0 % in 2017, primarily due to our continued investment in cloud computing business.

Operating expenses. Our operating expenses increased by 34.5% from US$101.8 million in 2016 to US$136.9 million in 2017, primarily due to (i) our continued development and promotion of cloud computing services, (ii) an increase in staff compensation expenses, and (iii) assets impairment loss.

Research and development expenses. Our research and development expenses increased by 9.4% from US$61.2 million in 2016 to US$66.9 million in 2017. The increase in our research and development expenses was primarily due to an increase in salaries and benefits of our research staff, including hiring additional engineers for our cloud computing business.

Sales and marketing expenses. Our sales and marketing expenses increased by 36.2% from US$14.6 million in 2016 to US$19.9 million in 2017. The increase in our sales and marketing expenses was primarily due to an increase in marketing expenses we incurred in promoting our cloud computing products.

General and administrative expenses. Our general and administrative expenses increased by 40.4% from US$26.0 million in 2016 to US$36.5 million in 2017. The increase in our general and administrative expenses was primarily because (i) we incurred more legal and litigation related expenses due to settlement we reached for certain cases and (ii) an increase in employee compensation we paid.

Assets impairment loss. We recorded assets impairment loss of US$13.6 million in 2017 primarily due to the write-offs in relation to Xunlei Kankan, which we disposed of in July 2015 and Kuaipan Personal, with respect to which we performed an impairment assessment due to a change of our product focus.

Interest income. Our interest income decreased by 8.8% from US$2.2 million in 2016 to US$2.0 million in 2017, primarily due to a decrease of time deposits in our bank account.

Interest expense. Our interest expense remained stable at US$0.2 million in 2016 and 2017, which represented interest expenses accrued for long-term payables to certain shareholders resulting from repurchase of shares in 2014.

Other income, net. Our other income increased by 21.2% from US$6.5 million in 2016 to US$7.9 million in 2017, primarily due to an increase of government grant we received.

Income tax benefit. We had an income tax credit of US$2.5 million in 2016 and an income tax benefit of US$2.3 million in 2017. Our income tax benefit for 2017 was primarily due to the decrease of deferred tax liabilities and increase of deferred tax assets.

Net loss from continuing operations. As a result of the above, our net loss increased from US$30.8 million in 2016 to US$44.2 million in 2017.

Net income from discontinued operations. Net income from discontinued operations was US$6.6 million in 2016 and US$6.4 million in 2017.

Net loss attributable to Xunlei Limited. As a result of the above, we generated a net loss attributable to Xunlei Limited of US$24.1 million and US$37.8 million in 2016 and 2017, respectively.

Inflation

Inflation in China has not affected our results of operations in recent years. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2016, 2017 and 2018 were increases of 2.1%, 1.6% and 2.1%, respectively. Although we have not been affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

Critical accounting policies

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make estimates and assumptions that affect the amounts reported in the accompanying consolidated financial statements and related disclosures. We regularly evaluate these estimates based on historical experiences and on various other assumptions that we believe to be reasonable, the result of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could differ from what we expect. This is especially true with some accounting policies that require higher degrees of judgment than others in their application. We consider the policies discussed below to be critical to an understanding of our audited consolidated financial statements because they involve the greatest reliance on our management's judgment.

Revenue recognition

Subscription revenues

We operate a VIP subscription program where VIP subscribers can have access to high speed online acceleration services, online streaming and other access privileges. The subscription fee is time-based and is collected up-front from subscribers except in the cases when they elect to pay via their mobile operators. The subscription fee is collected when the subscribers pay for their monthly phone bills. The terms of time-based subscriptions range from one month to twelve months, with the subscribers having the option to renew the contracts. The receipt of subscription fees is initially recorded as contract liabilities. We satisfy our various performance obligations by providing services throughout the subscription period and revenue is recognized ratably over the period of subscription as services are rendered. Unrecognized portion fee beyond 12 months from balance sheet date is classified as a long-term liability. We evaluated the principal versus agent criteria and determined that we are the principal in the transaction and accordingly record revenue on a gross basis. In determining whether to report revenues gross for the amount of subscription revenue, we assess whether it maintains the principal relationship with the VIP subscribers, whether it bears the credit risk and whether it establishes prices for the end users. Service fees levied by online system, fixed phone line and mobile payment channels ("Payment handling charges") are recorded as the cost of revenues in the same period as the revenue for the subscription fee is recognized.

Advertising revenues

Advertising revenues are derived principally from arrangements where the advertisers pay to place their advertisements on our platform over a particular period of time. It includes multiple performance obligations, primarily for advertisements to be displayed in different spots at different times, placed under different formats including but are not limited to videos, banners, links, logos and buttons. Advertisements on our platform are generally charged on the basis of duration, and advertising contracts are signed to establish the fixed price and the advertising services to be provided. We enter into advertising contracts with third-party advertising agencies that represent advertisers, as well as directly with advertisers. A typical contract term would range from a few days to three months. Both third party advertising agencies and direct advertisers are generally billed at the end of the display period and payments are due usually within three months.

Where our customers purchase multiple advertising spaces with different display periods in the same contract, we allocate the total consideration to the various advertising elements based on their relative fair values and recognize revenues for the different elements over their respective display periods. We determine the fair values of different advertising elements based on the prices charged when these elements were sold on a standalone basis. We recognize revenues on the elements delivered and defer the recognition of revenues for the fair value of the undelivered elements until the remaining obligations have been satisfied. Where all of the elements within an arrangement are delivered uniformly over the contract period, revenues are recognized on a straight line basis over the contract period.

(a) Transactions with third-party advertising agencies

For contracts entered into with third-party advertising agencies, the third-party advertising agencies will in turn sell the advertising services to advertisers. Revenues are recognized ratably over the contract period of display.

We provide sales incentives in the forms of discounts and rebates to third party advertising agencies based on purchase amount. As the advertising agencies are viewed as the customers in these transactions, revenues are recognized based on the price charged to the agencies, net of sales incentives provided to the agencies. Sales incentives are estimated and recorded at the time of revenue recognition based on the contracted rebate rates and estimated sales volume based on historical experience.

(b) Transactions with third party advertising platforms

We began to cooperate with third party advertising platforms such as Guangdiantong and Baidu since the fourth quarter in 2015. In this business model, advertisers put their content on third party advertising platforms, and platforms will dispatch the advertising content to Xunlei's platforms by certain analysis systematically. As the third party advertising platforms are viewed as the customers in these transactions, revenue is recognized monthly based on the data publicized on third party platforms and the price charged to these advertising platforms.

(c) Transactions with advertisers

We also enter into advertisement contracts directly with advertisers. Under these contracts, similar to transactions with third-party advertising agencies, we recognize revenues ratably over the contract period of display. The terms and conditions, including price, are fixed according the contracts between us and the advertisers. We also perform credit assessment of all advertisers prior to entering into contracts. Revenues are recognized based on the amount charged to the advertisers, net of discounts.

We have estimated and recorded sales rebates provided to the agencies and advertisers of US$15,000, US$440,000 and US$394,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

Live video revenue

We operate live video platform and users can purchase virtual gifts which they can then send to performers in the live streaming platform. The consumption of each virtual gift sold to users is considered as the performance obligation. We do not have further obligations to the user after the virtual gifts are consumed immediately or after the stated period for time-based items. The revenue from consumable item is recognized at fair value of the virtual items, as we are the principal in this arrangement, based on actual consumption of virtual items by the paying users. The revenue from time-based item is recognized over the duration of stated period of the item.

Product revenue

We sell hardware devices mainly through online e-commerce platforms and our website. The product revenue is recognized when the device is delivered to the end customers.

Other internet value-added services

(a) Online game revenues

Online games used to consist of web games, mobile games and PC games. Users play games through our platform free of charge and are charged for purchases of virtual items including consumable and perpetual items, which can be utilized in the online games to enhance their game-playing experience. The utilization of the virtual item is considered performance obligation by us and revenue is allocated to each performance obligation on a relative stand-alone selling price basis, which are determined based on the prices charged to customers. Consumable items represent virtual items that can be consumed by a specific user within a specified period of time. Perpetual items represent virtual items that are accessible to the users' account over the life of the online game.

Pursuant to contracts signed between us and game developers, revenue from the sale of virtual items are shared based on a pre-agreed ratio for each game. We enter into both non-exclusive and exclusive licensing contracts with game developers.

The games under non-exclusive licensed contracts are maintained, hosted and updated by the game developers. We mainly provide access to the platform and limited after-sale services to the game players. The determination of whether to record these revenues using the gross or net method is based on an assessment of various factors. The primary factors are whether we act as the principal in offering services to the game players or as agent in the transaction, and the specific requirements of each contract. We determined that for non-exclusive game licensed arrangements, the third party game developers are the principal given that the game developers design and develop the game services offered, have reasonable latitude to establish prices of game virtual items, and are responsible for maintaining and upgrading the game content and virtual items. Accordingly, we record online game revenue, net of the portion remitted to the game developers.

Given that online games are managed and administered by the game developers for non-exclusive licensed games, we do not have access to the data on the consumption details and the types of virtual items purchased by the game players. We have adopted a policy to recognize revenues relating to both consumable and perpetual items over the shorter of (i) estimated lives of the games and (ii) the estimated lives of the user relationship with us, which were approximately one to ten months for the periods presented.

Adjustments arising from the changes of estimated lives of virtual items are applied prospectively as such changes are resulted from new information indicating a change in the game player behavioral patterns.

For exclusive licensing contracts with game developers, the games are maintained and hosted by us. Accordingly, we are determined to be the principal. We record online game revenue on a gross basis, with the amount remitted to the game developers reported as cost of revenue. Payment handling charges are recognized as cost of revenues when the related revenues are recognized.

For exclusive licensed games which are maintained on our server, we have access to the data on the consumption details and types of virtual items purchased by the game players. We do not maintain information on consumption details of virtual items, and only have limited information related to the frequency of log-ons. Given that a substantial portion of the virtual items purchased by the game players in exclusive licensed games are perpetual items, management determined that it would be most appropriate to recognize revenue over the shorter of (i) estimated lives of the games and (ii) the estimated lives of the user relationship with us, which were approximately one to six months for the periods presented. Revenues related to consumable items are recognized immediately upon consumption.

Game players can purchase prepaid virtual items which can be used to purchase virtual items via online channels. We incur service fees levied by those payment channels, and such payment expenses are recorded as the cost of revenues when the related revenues are recognized.

For both non-exclusive and exclusive licensed games, we estimate the life of virtual items to be the shorter of the estimated lives of the games and the estimated lives of the user relationship. The estimated user relationship period is based on data collected from those users who have purchased virtual items. To estimate the life of the user relationship, we maintain a software system that captures the following information for each user: the date of first log-on, the date the user ceases to play the game and frequency of log-ons. We estimate the life of the user relationship to be the weighted average period from the first purchase of a virtual item to the date the user ceases to play the game based on the frequency of log-ons.

To estimate the life of the games, we consider both games that they operate as well as games in the market that are of a similar nature. We categorize these games by their nature, such as simulation games, role playing games and others, which appeal to players belonging to different demographics. We estimate that the life of each group of the games to be the average period from the date of launch for such games to the date the games are expected to be removed from the website or terminated altogether. When we launch a new game, they estimate the life of the game and user relationship based on lives of other similar games in the market until the new game establishes its own history. We also consider the game's profile, attributes, target audience, and its appeal to players of different demographic groups in estimating the user relationship period.

The consideration of user relationship with each online game is based on our best estimate that takes into account all known and relevant information at the time of assessment. Adjustments arising from the changes of estimated lives of virtual items are applied prospectively as such changes are resulted from new information indicating a change in the game player behavioral patterns. Any changes in the estimates of lives of virtual items may result in our revenues being recognized on a basis different from prior periods and may cause our operating result to fluctuate. We periodically assess the estimated lives of the virtual items and any changes from prior estimates are accounted for prospectively. Any adjustments arising from changes in user relationship as a result of new information will be accounted as a change in accounting estimate in accordance with ASC 250 Accounting Changes and Error Corrections.

We entered into a legally binding agreement to sell our web game business in December 2017. Web game revenue recognized from discontinued operations was US$15,981,000, US$11,428,000 and US$656,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

(b) Revenues from traffic referral programs

We enter into contracts with certain third party portals/websites in which we are obliged to redirect online traffic to these third party portals/websites. On a monthly basis, we receive data on the user traffic and the related monthly revenue from these third party portals/ websites. Under these programs, we recognize its share of revenues based on contractual rates applied to user traffic redirected to the advertisements of the third parties.

(c) Revenues from cloud computing

As part of our cloud computing business, we primarily engage in sale of OneThing Cloud. OneThing Cloud is a personal cloud hardware device. OneThing Cloud allows users to share their idle bandwidth with us, in exchange for LinkTokens. LinkTokens are not convertible into cash but can be redeemed for products and services offered in the LinkToken Mall and exchange for a limited number of other products and services under the terms determined by the corresponding operators. LinkTokens represent an obligation to deliver future services by the operators of the LinkToken Mall and other platforms. The bandwidth shared by the users in exchange for LinkToken is an identifiable benefit, of which we can reasonably estimate its fair value. The benefit that we receive from user's contribution of bandwidth is independent from OneThing Cloud that we sell to users.

The sales of OneThing Cloud and receipt of excess bandwidth by us are considered separate transactions. Therefore, sales of OneThing Cloud are reported as revenue, while LinkTokens given in exchange for bandwidth are reported as bandwidth cost.

We sell OneThing Cloud primarily through online e-commerce platforms, the performance obligation is satisfied when the item is dispatched to the end customers.

The LinkTokens issued represent an obligation to deliver future services. Therefore, contract liabilities were recognized for all LinkTokens issued. Revenue will be recognized upon redemption of the LinkTokens, the fair value of which is measured by bandwidth costs divided by total number of LinkTokens issued. Breakage is taken into account based on historical experience.

The core business principle of cloud computing is to collect idle uplink capacity from individuals with compensation, and sells to online video streaming platforms. On a monthly basis, we record the bandwidth we deliver and recognizes revenue from these online video streamers under contractual rates applied (price per GB of bandwidth multiplies total GBs of bandwidth per month). The cost of collecting idle bandwidth is recorded as bandwidth costs within cost of revenue upon we receive of idle bandwidth.

Revenue is recognized net of return allowances when the products are delivered and title passes to customers. Return allowances, which reduce net revenues, are estimated based on historical experiences. Product warranties are estimated and recognized at the time we recognize revenue. The warranty period is one year. We accrue warranty liabilities at the time of sale, based on historical and projected incident rates and expected future warranty costs.

Share-based Compensation

We awarded a number of share-based compensation options to our employees, officers and directors. The details of these share-based awards and the respective terms and conditions are described in "Share-based compensation" in note 19 to our audited consolidated financial statements for the years ended December 31, 2016, 2017 and 2018.

We measure share based compensation at the grant date based on the fair value of the award determined using the Black Scholes option pricing model. As we have granted share options and restricted shares with service only condition, we elected to recognize compensation costs net of estimated forfeitures on a straight line basis over the requisite service period, which is generally the same as the vesting period. The amount of compensation cost recognized at any date is at least equal to the portion of the grant-date value of the award that is vested at that date.

Exchange of Xiaomi Options for Transfer Restrictions

As part of the issuance of the series E preferred shares, Xiaomi Ventures and our founders and two other employees, or the Grantees, agreed that (i) Grantees will have the right to purchase certain number of restricted share units of Xiaomi Corporation with a total subscription consideration of not more than US$20 million at a subscription price per share that reflects the valuation of Xiaomi Corporation being US$10 billion, or Xiaomi Option; and (ii) the Grantees agreed to impose a transfer restriction on 39,934,162 common shares, 3,394,564 unvested restricted share units, and 360,000 vested and unvested share options owned by the Grantees, or the Transfer Restriction. The Transfer Restriction prohibits the Grantees from transferring their shares to another person/party until April 24, 2019 for one of founders or April 24, 2018 for the rest of the Grantees. The Xiaomi Option and the Transfer Restriction are not tied to the Grantees' future employment with us.

The value of the Transfer Restriction was determined to be significantly greater than the value of Xiaomi Option. In determining the value of the Transfer Restriction, we were assisted by an independent valuation firm, based on data provided by us. The valuation of the Transfer Restriction is estimated to be US$43.3 million. For the valuation of the Xiaomi Option, we were only able to obtain limited financial information from Xiaomi, a private company, to perform a valuation analysis. This information includes high level 2013 revenue data and information of a third party investment transaction that valued the Xiaomi Corporation at US$10 billion in August 2013. Given the lack of financial information, we are unable to determine a more precise estimate of the fair value of the Xiaomi Option on the exchange date. If the fair value of the Xiaomi Option were worth USD43.3 million, the estimated value of the Transfer Restriction, Xiaomi Corporation itself would need to be estimated at a valuation in excess of US$30 billion on March 5, 2014. We do not expect the valuation of the Xiaomi Corporation to increase by 200% from US$10 billion in August 2013 to US$30 billion in March 2014. Hence, no incremental benefit was given to the Grantees and no compensation expense was recognized.

To determine the fair value of the Transfer Restriction, we valued the common shares with the Transfer Restriction and compared this value to the value of the common shares without the restriction. The difference was determined to be the value of the Transfer Restriction. A put option pricing model was used to determine the discount to be applied to the common shares to arrive at the value of common shares with the Transfer Restriction. Pursuant to that model, we used the cost of a put option, which can be used to hedge the price change before a share subject to transfer restriction can be sold, as the basis to determine the discount for transfer restrictions. A put option was used because it incorporates certain company-specific factors, including timing of the initial public offering or duration of the Transfer Restriction and the volatility of the share price companies engaged in the same industry.

Impairment of Long-lived Assets

For other long-lived assets, we evaluate our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may no longer be recoverable. We assess the recoverability of the long-lived assets by comparing the carrying value of the long-lived assets to the estimated undiscounted future cash flows we expect to receive from the use of the assets and their eventual disposition at the lowest level of identifiable cash flows. Such assets are considered to be impaired if the sum of the expected undiscounted cash flows is less than the carrying amount of the assets. If we identify an impairment, the carrying value of the asset will be reduced to its estimated fair value based on a discounted cash flow approach or, when available and appropriate, to comparable market values.

Impairment of Goodwill

Impairment of goodwill assessment is performed on at least an annual basis on December 31 or whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. According to ASC 350-20-35, an entity may assess qualitative factors to determine whether it is more likely than not (that is, a likelihood of more than 50 percent) that the fair value of a reporting unit is less than its carrying amount, including goodwill. Alternatively, an entity may proceed directly to perform a two-step goodwill impairment test. The first step compares the fair values of a reporting unit to its carrying amount, including goodwill. If the fair value of a reporting unit exceeds its carrying amount, goodwill is not considered impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of the affected reporting unit’s goodwill to the carrying value of that goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. This allocation process is only performed for purposes of evaluating goodwill impairment and does not result in an entry to adjust the value of any assets or liabilities. An impairment loss is recognized for any excess in the carrying value of goodwill over the implied fair value of goodwill. The judgment in estimating the fair value of a reporting unit includes estimating future cash flows, determining appropriate discount rates and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of the fair value of a reporting unit.

We chose directly to perform a two-step goodwill impairment test. For the first step, the impairment test was performed using a discounted cash flow analysis to assess the fair value of the company, as a single reporting unit. The discounted cash flow analysis, which requires certain assumptions and estimates regarding economics and future profitability, use cash flow projections for the purposes of impairment reviews covering a five-year period. Cash flows beyond the five-year period are extrapolated using an estimated annual growth of not more than 2%. The growth rates used do not exceed the historical growth of the company. The discount rates used of 18.2% reflect market assessments of the time value and the specific risks. According to the assessment of the first step, the fair value of the reporting unit exceeded its carrying amount and the goodwill was not considered impaired. Accordingly, the second step was not required.

No goodwill impairment losses were recognized for the year ended December 31, 2018 based on the impairment test performed by us.

Consolidation

The consolidated financial statements include the financial statements of Xunlei Limited, our subsidiaries and our VIE for which Xunlei Limited is the primary beneficiary. All significant transactions and balances among our subsidiaries, our VIE and us have been eliminated upon consolidation.

A subsidiary is an entity in which we, directly or indirectly, control more than one-half of the voting power, has the power to appoint or remove the majority of the members of the board of directors to cast a majority of the votes at meetings of the board of directors or to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

An entity is considered to be a VIE if the entity's equity holders do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

We consolidate entities for which we are the primary beneficiary if the entity's equity holders do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

In determining whether Xunlei Limited or its subsidiary is the primary beneficiary of a VIE, we considered whether we have the power to direct activities that are significant to the VIE's economic performance, including the power to appoint senior management, right to direct company strategy, power to approve capital expenditure budgets, and power to establish and manage ordinary business operation procedures and internal regulations and systems.

Management has evaluated the contractual arrangements among Giganology Shenzhen, Shenzhen Xunlei and its shareholders and concluded that Giganology Shenzhen receives all of the economic benefits and absorbs all of the expected losses from Shenzhen Xunlei and has the power to direct the aforementioned activities that are significant to Shenzhen Xunlei's economic performance, and is the primary beneficiary of Shenzhen Xunlei. Therefore, Shenzhen Xunlei and its subsidiaries' results of operation, assets and liabilities have been included in our consolidated financial statements. We monitor the regulatory risk associated with these contractual arrangements. The details of how we manage the regulatory risk are described in "Certain risk and concentration" in note 26 to our audited consolidated financial statements for the years ended December 31, 2016, 2017 and 2018. Non-controlling interests represent the portion of the net assets of a subsidiary attributable to interests that are not owned by our company. The non-controlling interests are presented in the consolidated balance sheets, separately from equity attributable to the shareholders of our company. Non-controlling interests in the results of our company is presented on the face of the consolidated statements of comprehensive income as an allocation of the total income or loss for the year between non-controlling shareholders and the shareholders of our company.

Business Combinations

We account for acquisitions of entities that include inputs and processes and have the ability to generate economic benefit as business combinations. We allocate the purchase price of the acquisition to the tangible assets and identifiable intangible assets acquired based on their estimated fair values. The excess of the purchase price over those fair values is recorded as goodwill. Acquisition-related costs are expensed as incurred.

Accounts Receivable, Net

Accounts receivable are presented net of allowance for doubtful accounts. We evaluate the creditworthiness of each customer at the time when services are rendered and continuously monitor the recoverability of the accounts receivable.

We use specific identification method in providing for bad debts when facts and circumstances indicate that collection is doubtful and a loss is probable and estimable. If the financial conditions of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances may be required. The allowance for doubtful accounts is based on the best facts available and is re-evaluated and adjusted on a regular basis as additional information is received.

Some of the factors that we consider in determining whether we record a bad debt allowance on an individual customer are:

- the customer's past payment history and whether it fails to comply with its payment schedule;

- whether the customer is in financial difficulty due to economic or legal factors;
- a significant dispute with the customer has occurred;
- other objective evidence which indicates non-collectability of the accounts receivable.

The allowances provided for accounts receivable was US$31,000 as of December 31, 2017 and US$7.7 million as of December 31, 2018.

If we determine that an allowance is needed for a customer, we will discontinue business with them unless they start to resume payment. The accounts receivable is written-off when we cease pursuing collection. Any changes in our estimates may cause our operating results to fluctuate.

Taxation and Uncertain Tax Positions

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax loss carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the difference is expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statement of operations in the period that includes the enactment date. A valuation allowance is provided to reduce the carrying amount of deferred tax assets if it is considered more likely than not that some portion, or all, of the deferred tax assets will not be realized. The estimation of future taxable income involves significant judgement and estimates. Based on management's estimated future taxable income management concluded that it is more likely than not that the net operating losses carried forward can be utilized prior to their respective expiration dates.

We adopted the guidance regarding uncertain tax positions and evaluated our open tax positions that exist in each jurisdiction for each reporting period. If an uncertain tax position is taken or expected to be taken in a tax return, the tax benefit from that uncertain position is recognized in our consolidated financial statements if it is more likely than not that the position is sustainable upon examination by the relevant taxing authority.

We did not have any significant uncertain tax position and there was no effect on our financial position or results of operations as a result of implementing the new guidance. We recognize interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense, if any. No material interest and penalties were recorded in the year ended December 31, 2018.

Transition from PRC business tax to PRC value-added tax

VAT payable on goods sold or taxable labor services provided by a general VAT taxpayer for a taxable period is the net balance of the output VAT for the period after crediting the input VAT for the period. In addition to the product revenues currently subject to VAT at a rate of 16% (17% before May 1, 2018), our advertising revenues, subscription revenue, online game revenue, revenue from cloud computing and live streaming revenue are now subject to VAT at a rate of 6%.

Commitments and Contingencies

In the normal course of business, we are subject to contingencies, such as legal proceedings and claims arising out of our business that cover a wide range of matters. Liabilities for such contingencies are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. In regards to legal cost, we recorded such costs as incurred.

Certain conditions may exist as of the date of the financial statements are issued, which may result in a loss to us, but which will only be resolved when one or more future events occur or fail to occur. Our management and legal counsel assess such contingent liabilities, and such assessment inherently involve an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against us or unasserted claims that may result in such proceedings, we in consultation with our legal counsel and evaluate the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in our financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss, if determinable and material, would be disclosed.

We are involved in a number of cases pending in various courts. These cases are substantially related to alleged copyright infringement and securities class actions, as well as routine and incidental matters to its business, among others. Adverse results in these lawsuits may include awards of damages and may also result in, or even compel, a change in our business practices, which could impact our future financial results. We have incurred US$1.7 million, US$9.5 million and US$4.7 million legal and litigation related expenses for the years ended December 31, 2016, 2017 and 2018, respectively.

As of the date of this annual report, we have 46 lawsuits pending against us with an aggregate amount of claimed damages of approximately RMB81.2 million (US$12.31 million) which occurred before December 31, 2018. Among these 46 pending lawsuits, 42 of them were relating to the alleged copyright infringement in the PRC. We have accrued for US$3.8 million litigation related expenses in "Accrued expenses and other liabilities" in the consolidated balance sheet as of December 31, 2018, which is the most probable and reasonably estimable outcome.

We estimated the litigation compensation based on judgments handed down by the court, out-of-court settlements of similar cases as well as advices from our legal counsel. We are in the process of appealing certain judgments for which the losses had been accrued. Although the results of unsettled litigation and claims cannot be predicted with certainty, we do not expect that the outcome of the 46 lawsuits will result in the amounts accrued materially different from the range of reasonably possible losses. In the opinion of management, there was not at least a reasonable possibility we may have incurred a material loss, or a material loss in excess of a recorded accrual, with respect to loss contingencies for asserted legal and other claims. However, the outcome of litigation is inherently uncertain. Therefore, although management considers the likelihood of such an outcome to be remote, if one or more of these legal matters were resolved against us in a reporting period for amounts in excess of management's expectations, our consolidated financial statements for that reporting period could be materially adversely affected.

Recent Accounting Pronouncements

See Item 18 of Part III, "Financial Statements—Note 2—Summary of significant accounting policies—Recent accounting pronouncements."

B. Liquidity and Capital Resources

We have financed our operations primarily through cash generated from operations. As of December 31, 2018, we had US$319.5 million in cash and cash equivalents and short-term investments. As of the same date, we did not have any outstanding bank loans.

In respect of our revenues from customers in the advertising industry, although the general credit term for these customers is 90 days, we typically are willing to accept delayed repayment up to one year from the invoice date given the general practices we have with our customers in the advertising industry. Our practice and collection history may continue to have an impact on our liquidity.

In the future, we may rely on dividends and other distributions on equity paid by our wholly-owned PRC subsidiaries for our cash and financing requirements. There may be potential restrictions on the dividends and other distributions by our PRC subsidiaries. For instance, if Giganology Shenzhen, our PRC subsidiary, incurs debt on its own behalf in the future, the instruments governing the debt may restrict its ability to pay dividends or make other distributions to us. The PRC tax authorities may require us to adjust our taxable income under the contractual arrangements Giganology Shenzhen currently has in place with Shenzhen Xunlei in a way that would materially and adversely affect the latter's ability to pay dividends and other distributions to us. In addition, under PRC laws and regulations, Giganology Shenzhen, as a wholly foreign-owned enterprise in the PRC, may pay dividends only out of its accumulated profits as determined in accordance with PRC accounting standards and regulations. Wholly foreign-owned enterprises such as Giganology Shenzhen are required to set aside at least 10% of their accumulated after-tax profits each year, if any, to fund a statutory reserve fund, until the aggregate amount of such fund reaches 50% of their respective registered capital. At their discretion, wholly foreign-owned enterprises may allocate a portion of their after-tax profits based on PRC accounting standards to staff welfare and bonus funds. These reserve funds and staff welfare and bonus funds are not distributable as cash dividends. See "Item 3. Key Information—D. Risk factors—Risk Related to Our Corporate Structure—We may rely principally on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have. Any limitation on the ability of Giganology Shenzhen and Xunlei Computer to pay dividends to us could have a material adverse effect on our ability to conduct our business." In addition, our investment made as registered capital and additional paid in capital of our subsidiaries, VIE and VIE's subsidiaries are also subject to restrictions in their distribution and transfer according to the laws and regulations in China. Owing to the above, our subsidiaries, VIE and VIE's subsidiaries in China are restricted in their ability to transfer their net assets to us in terms of cash dividends, loans or advances. As of December 31, 2018, the amount of the restricted net assets, which represents registered capital and additional paid-in capital cumulative appropriations made to statutory reserves, was US$144.4 million.

As an offshore holding company, we are permitted, under PRC laws and regulations, to provide funding from the proceeds of our offshore fund raising activities to our PRC subsidiaries only through loans or capital contributions, and to our variable interest entity only through loans, subject to the satisfaction of the applicable government registration and approval requirements. See "Item 3. Key Information—D. Risk factors—Risks related to our corporate structure—PRC regulation of loans to, and direct investment in, PRC entities by offshore holding companies and governmental control of currency conversion may restrict or prevent us from making loans to our PRC subsidiaries and variable interest entity and its subsidiaries or making additional capital contributions to our PRC subsidiaries, which may materially and adversely affect our liquidity and our ability to fund and expand our business." As a result, uncertainties exist as to our ability to provide prompt financial support to our PRC subsidiaries or variable interest entity when needed. Notwithstanding the forgoing, Giganology Shenzhen may use its own retained earnings (as opposed to RMB converted from foreign currency denominated capital) to provide financial support to Shenzhen Xunlei either through extended payment terms on amounts due to Giganology Shenzhen from Shenzhen Xunlei, or via entrusted loans from Giganology Shenzhen to Shenzhen Xunlei, or direct loans to its nominee shareholders, which would be contributed to the variable interest entity as capital injection. Such direct loans to the nominee shareholders would be eliminated in the consolidated financial statements against the VIE's share capital.

We believe that our current cash and cash equivalents and anticipated cash flow from operations will be sufficient to meet our anticipated cash needs for the next 12 months. We may, however, need additional cash resources in the future if we experience changes in business conditions or other developments. We may also need additional cash resources in the future if we find and wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions. If we determine that our cash requirements exceed the amount of cash and cash equivalents we have on hand, we may seek to issue debt or equity securities or obtain additional credit facilities.

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

	For the Year Ended December 31,		
	2016	2017	2018
	(in thousands of US$)		
Net cash generated from/(used in) operating activities	16,970	(14,216)	(35,608)
Net cash generated from/(used in) investing activities	(158,335)	35,208	(69,357)
Net cash generated from/(used in) from financing activities	(11,041)	2,561	929
Net increase/(decrease) in cash and cash equivalents	(152,406)	23,553	(104,036)
Cash and cash equivalents at the beginning of year	361,777	199,504	233,479
Effect of exchange rates on cash and cash equivalents	(9,867)	10,422	(6,513)
Cash and cash equivalents at end of year	199,504	233,479	122,930

As of December 31, 2018, we had cash or cash equivalents of US$122.9 million in total, including RMB247.3 million (US$36.0 million) and US$32.8 million located within the PRC, of which RMB121.2 million (US$17.7 million) and US$30.0 million was held by our VIE, Shenzhen Xunlei, and its subsidiaries. We also had cash or cash equivalents of RMB50,448 (US$7,351), US$52.6 million, HK$8.5 million (US$1.1 million) and THB14.6 million (US$0.5 million) located outside of the PRC as of December 31, 2018.

Operating activities

Net cash used in operating activities amounted to US$35.6 million in 2018, which was primarily attributable to a net loss of US$39.5 million, adjusted for certain non-cash expenses consisting principally of depreciation of property and equipment of US$5.6 million, allowance for doubtful accounts of US$7.7 million, share-based compensation of US$5.3 million, impairment of long-term investments of US$7.8 million, and a net change in working capital. The net change in working capital was primarily due to a decrease in accounts receivable of US$13.3 million, which was the settlement from customers before the year ended December 31, 2018, a decrease in accounts payable of US$27.7 million which was in line with the decrease in bandwidth cost, and an increase in inventories of US$10.2 million which was in line with the increase in product sales.

Net cash used in operating activities amounted to US$14.2 million in 2017, which was primarily attributable to a net loss of US$37.8 million, adjusted for certain non-cash expenses consisting principally of depreciation and amortization expenses of US$10.0 million, impairment of receivables from and prepayments to Xunlei Kankan of RMB8.7 million, share-based compensation of US$8.3 million, and impairment of property and equipment, intangible assets and long-term investments of US$5.4 million, a net change in working capital. The net change in working capital was primarily due to an increase in accounts receivable of US$20.0 million, which was in line with the increase of our online advertising revenue and cloud computing revenue, an increase in prepayments and other current assets of US$11.4 million, an increase in accounts payable of US$9.0 million which was in line with the increase of bandwidth cost, an increase in accrued liabilities and other payable of US$26.1 million mainly attributable the increase in advance from customer of OneThing Cloud, accrued payroll, employees benefit provision and tax payable.

Net cash generated from operating activities amounted to US$17.0 million in 2016, which was primarily attributable to a net loss of US$24.2 million, adjusted for certain non-cash expenses consisting principally of depreciation and amortization expenses of US$8.4 million, share-based compensation of US$9.3 million, a net change in working capital. The net change in working capital was primarily due to an increase in accounts receivable amounting to US$5.2 million, which was in line with the increase of our online advertising revenue and cloud computing revenue, an increase in accounts payable of US$15.9 million which was in line with the increase of bandwidth cost, an increase in accrued liabilities and other payable of US$2.2 million mainly attributable the increase in accrued payroll and employees benefit provision, and a decrease in prepayments and other current assets of US$14.0 million.

Investing activities

Net cash used in investing activities largely reflects purchases of property and equipment in connection with the expansion and upgrade of our technology infrastructure, purchases of intangibles assets, acquisition of long-term investments, payments to purchase short-term investments such as treasury products, and acquisition of constructions in progress, which represents the construction cost in connection with our construction of Xunlei headquarters building.

Net cash used in investing activities amounted to US$69.4 million in 2018, primarily attributable to proceeds from disposal of short-term investments US$223.7 million, which was partially offset by purchase of short-term investments of US$287.6 million.

Net cash generated from investing activities amounted to US$35.2 million in 2017, primarily attributable to proceeds from disposal of short-term investments of US$291.6 million, partially offset by purchase of short-term investments of US$244.8 million.

Net cash used in investing activities amounted to US$158.3 million in 2016, primarily attributable to purchase of short-term investments of US$209.0 million, acquisition of long-term investments of US$33.2 million, acquisition of property and equipment of US$13.8 million, partially offset by proceeds from sales and maturity of short-term investments, which amounted to US$94.1 million.

Financing activities

Net cash generated from financing activities amounted to US$0.9 million in 2018, mainly represented the proceeds from government grant received.

Net cash generated from financing activities amounted to US$2.6 million in 2017, primarily attributable to government grants received of US$2.9 million, partially offset by payments for the repurchase of shares in the amount of US$0.4 million.

Net cash used in financing activities amounted to US$11.0 million in 2016, primarily attributable to government grants received of US$2.5 million, partially offset by payments for the repurchase of shares in the amount of US$14.3 million.

Capital expenditures

We made capital expenditures of US$13.8 million, US$8.9 million and US$4.1 million in 2018 in the years ended December 31, 2016, 2017 and 2018, respectively. In the past, our capital expenditures were primarily used to purchase servers or other equipment for our business and pay for construction in progress. Our capital expenditures may increase in the near term as our business continues to grow.

C. Research and Development

We believe that our commitment to research and development is an important contributing factor in our success. As of December 31, 2018, we had a team of 673 engineers. We provide our engineers with various continuing training programs and opportunities. To maintain and enhance our leadership position in the market, we will continue to compete for engineering talent and invest in research and development in order to provide better services to our users, subscribers and advertisers.

Our research and development team is divided, according to focus areas, into core research and development, platform product engineering and business product engineering. The table below provides an outline of what each focus area entails:

Teams	Areas of focus
Core research and development	Primarily focuses on the development of our basic technologies to ensure that we use the most advanced transmission techniques to maintain our competitive advantage.
Platform Product Engineering	Primarily focuses on continuous development of our resource discovery/distributed file locating and bandwidth crowdsourcing technologies to maintain the competitive advantages of our key products such as Xunlei Accelerator and our cloud computing services.
Business Product Engineering	Primarily focuses on diversifying and refining our service regarding Xunlei acceleration, live video as well as online advertising business.

D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demand, commitments or events for the year ended December 31, 2018 that are reasonably likely to have a material and adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future results of operations or financial conditions.

E. Off-Balance Sheet Arrangements

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

F. Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2018:

	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
			(in thousands of US$)		
Operating lease obligations[(1)]	13,391	6,231	7,160	—	—
Bandwidth lease obligations	9,061	8,695	366	—	—
Capital obligations	23,169	13,259	9,910	—	—
Total	45,621	28,185	17,436	—	—

(1) Operating lease obligations are primarily related to the lease of office space. These leases expire on different dates.

As of December 31, 2018, we had unconditional purchase obligations for switchboard, servers, office software and construction in process that had not been recognized in the amount of US$23.2 million.

G. Safe Harbor

See "Forward-Looking Information."

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

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

Directors and Executive Officers	Age	Position/Title
Chuan Wang	49	Chairman
Sean Shenglong Zou	47	Co-Founder and Director
Hao Cheng	43	Co-Founder and Director
Lei Chen	46	Director and Chief Executive Officer
Qin Liu	46	Director
Feng Hong	42	Director
Tao Zou	44	Director
Jenny Wenjie Wu	44	Independent Director
Ya Li	49	Independent Director
Naijiang (Eric) Zhou	56	Chief Financial Officer

Mr. Chuan Wang has been serving as a director of our company since March 2014 and the chairman of the board of our company since December 2017. Mr. Wang is a co-founder of Xiaomi Corporation (HKSE: 1810) and has been serving as a senior vice president since 2012. Mr. Wang has also been serving as the president of Xiaomi China since December 2018. Mr. Wang is also a co-founder of Beijing Duokan Technology Co., Ltd. and has been serving as the chief executive officer since its inception of business in 2010. Mr. Wang currently also serves as a director of IQIYI Inc. (NASDAQ: IQ) and an independent non-executive director of Zhejiang Huace Film and TV Co., Ltd. (Shenzhen Stock Exchange: 300133). Between 2005 and 2011, Mr. Wang was the general manager of Beijing Thunder Stone Century Technology Co., Ltd. Prior to that, Mr. Wang was the general manager of Beijing Thunder Stone Digital Technology Co., Ltd. since 1997. Mr. Wang received his bachelor's degree in computer science and engineering from Beijing University of Technology in China in July 1993.

Mr. Sean Shenglong Zou is one of our co-founders and served as our chief executive officer from our inception in February 2005 to July 2017 and chairman of the board from our inception in February 2005 to December 2017. Mr. Zou currently serves as a director of our company. Mr. Zou is an expert in distributed computing. Mr. Zou pioneered the theory of content-based multimedia indexing technology and resource discovery network that provides time-saving online experience for internet users and has led our company to revolutionize traditional internet acceleration by the technology and network. Mr. Zou received a master's degree in computer science from Duke University in the United States in 1998 and a bachelor's degree in computer science from University of Wisconsin-Madison in 1997.

Mr. Hao Cheng is our co-founder and has been serving as a director of our company since our inception in February 2005. Mr. Hao Cheng currently also holds management positions in several of our subsidiaries. Mr. Cheng has worked at Invison Ventures since January 2016. Prior to January 2016, Mr. Cheng served various management positions in several of our subsidiaries. For example, Mr. Cheng served as an executive director and the general manager of Xunlei Games Development (Shenzhen) Co. Ltd. from February 2010 to January 2016. Prior to joining us, Mr. Cheng managed the products, services, marketing and sales of the corporate search team at Baidu, Inc. Mr. Cheng received a master's degree in computer science from Duke University in the U.S. in 1999 and a bachelor's degree in mathematics from Nankai University in China in 1997.

Mr. Lei Chen has been our chief executive officer and a director of the board since July 2017. Mr. Chen served as our co-chief executive officer from November 2015 to July 2017 and our chief technology officer from November 2014 to November 2015. Prior to joining us, Mr. Chen was the chief executive officer of Tencent Cloud Computing (Beijing) Ltd., a wholly owned subsidiary of Tencent Holdings Limited, or Tencent, where he spearheaded Tencent's cloud computing, open platform and social advertisement efforts. Mr. Chen joined Tencent in 2010. Before becoming the chief executive officer of Tencent Cloud Computing (Beijing) Ltd., he served as the manager of Tencent's cloud platform division and a deputy general manager of its open platform and social advertising platform divisions. Mr. Chen also worked at Google and Microsoft before joining Tencent, creating data storage and e-commerce applications. Mr. Chen holds a bachelor of science degree in computer science and technology from Tsinghua University, and a master's degree in computer science from the University of Texas at Austin.

Mr. Qin Liu has been a director of our company since September 2005. Mr. Liu co-founded Morningside Venture Capital Limited in June 2007 and has been serving as a managing director of Morningside Venture Capital Limited since then. Mr. Liu has also been serving as a director of YY Inc., a Nasdaq-listed company (NASDAQ: YY) since June 2008, a director of Xiaomi Corporation (HKSE: 1810) since May 2010, and a director of several non-public portfolio companies of Morningside Venture Capital Limited. Before co-founding Morningside Venture Capital Limited, Mr. Liu served various roles including as a business development director for investment at Morningside IT Management Services (Shanghai) Co. Ltd. from July 2000 to November 2008. Mr. Liu received a master's degree in business administration, or MBA, from China Europe International Business School in 1999 and a bachelor's degree in electrical engineering from Beijing Science & Technology University in 1993.

Mr. Feng Hong has been a director of our company since April 2014. Mr. Hong is a co-founder and a senior vice president of Xiaomi Corporation (HKSE: 1810). Mr. Hong has also been serving as the chairman of the board of directors and the chief executive officer of Xiaomi Finance Group since 2018. From 2006 to 2010, Mr. Hong held various product and engineering management positions at Google. From 2001 to 2005, Mr. Hong worked at Siebel as a software engineer. Mr. Hong received his master's degree in computer science from Purdue University in 2001 and his bachelor's degree in computer science and engineering from Shanghai Jiao Tong University in China in 1999.

Mr. Tao Zou has been our director since December 1, 2016. Mr. Zou currently serves as an executive director and the chief executive officer of Kingsoft Corporation Limited, or Kingsoft, a company listed on the Hong Kong Stock Exchange (Stock Code: 3888). Mr. Zou also serves as a director of certain subsidiaries of the Kingsoft Group, such as Cheetah Mobile Inc. (NYSE: CMCM), 21 Vianet Group, Inc. (NASDAQ: VNET), Kingsoft Cloud Holdings Limited and Kingsoft Office Software Holdings Limited. Mr. Zou has been served as the director and chief executive officer of Seasun Holdings Limited until January 2018. Mr. Zou received his bachelor's degree from Nankai University in Tianjin in 1997.

Ms. Jenny Wenjie Wu has been serving as our independent director since June 2014. Ms. Wu has also been serving as an independent non-executive director of Kingsoft Corporation Limited since March 2013 and the chief investment officer of New Hope Group since November 2018. Prior to joining New Hope Group, Ms. Wu was a founding and managing partner of Baidu Capital from November 2016 to November 2018. From December 2011 to November 2016, Ms. Wu successively served as the deputy chief financial officer, the chief financial officer, and the chief strategy officer at Ctrip.com International, Ltd. (NASDAQ: CTRP). Ms. Wu was an equity research analyst covering China Internet and Media industries in Morgan Stanley Asia Limited and in Citigroup Global Markets Asia Limited from 2005 to 2011. Prior to that, Ms. Wu worked in the Department of Enterprises Operations and Management in China Merchants Holdings (International) Company Limited, a company listed on the Hong Kong Stock Exchange, from 2003 to 2005. Ms. Wu holds a Ph.D. degree in finance from the University of Hong Kong, a master's degree in philosophy in finance from the Hong Kong University of Science and Technology, and a master's degree and a bachelor's degree in economics from Nankai University, China. Ms. Wu is a Chartered Financial Analyst (CFA) since 2004.

Mr. Ya Li has been serving as our independent director since March 2017. Mr. Li currently is also a visiting research fellow and master's supervisor at Beijing University. From February 2015 to January 2019, Mr. Li served as the chief executive officer of Yidian Zixun. From May 2006 to September 2017, Mr. Li served successively as the chief operating officer, the chief financial officer, the president, and a director of Phoenix New Media (NYSE: FENG). From 2004 to 2006, Mr. Li served as the chief operating officer and the chief financial officer of Techedge Inc. From 2002 to 2006, Mr. Li served as the president of China Quantum Communications Inc. Mr. Li also served as directors for U.S. China Chamber of Commerce, Chinese Finance Society, National Council of Chinese Americans, and Council on U.S.-China Affairs from 1996 to 2005. Mr. Li holds an Executive MBA degree from the Wharton School at the University of Pennsylvania, a master degree in Computer Science from Temple University, and a bachelor degree in Control Systems Engineering from the University of Science & Technology of China.

Mr. Naijiang (Eric) Zhou has been serving as our chief financial officer since September 2017. Mr. Zhou has twenty years of professional experience covering corporate finance, financial planning and analysis, domestic and international investment project due diligence, and mutual fund and private equity investment research and management in the U.S. and in China. Most recently, Mr. Zhou was an interim chief financial officer at ChinaCache International Holdings Limited, a Nasdaq-listed company. Mr. Zhou served as a senior vice president of ChinaCache from September 2015 to June 2016. From February 2010 to December 2014, he served as the vice president of finance and the chief financial officer at Sutor Technology Group Limited. Prior to that, Mr. Zhou served in various roles, including an executive vice president and the chief financial officer at Richfield Investment Ltd., an equity research analyst at Roth Capital Partners, a principal financial planner at American Electric Power and a senior research analyst at U.S. Global Investors. Mr. Zhou obtained a bachelor's degree with honors in Petroleum Management Engineering from China Petroleum University, and an MBA in Finance and Ph.D. in Interdisciplinary Energy and Mineral Resources from the University of Texas at Austin. Mr. Zhou is a Chartered Financial Analyst (CFA).

B. Compensation

For the fiscal year ended December 31, 2018, we paid an aggregate of approximately US$1.2 million in cash to our executive officers, and we paid approximately US$0.1 million in cash compensation to two non-executive directors. In addition, we paid approximately US$0.2 million in pension, housing funds, transportation subsidies and commercial insurance to our executive officers, and we did not set aside or accrued any amount to provide such benefits to our non-executive directors. For share incentive grants to our officers and directors under our share incentive plan, see "—Share Incentive Plans." For restricted share grants outside the share incentive plan, see "—Share Incentive Plans."

Share Incentive Plans

We have adopted (i) a 2010 share incentive plan in December 2010, or the 2010 Plan, (ii) a 2013 share incentive plan in November 2013, as supplemented, or the 2013 Plan and (iii) a 2014 share incentive plan in April 2014, as supplemented, or the 2014 Plan. The purpose of the plans is to attract and retain the best available personnel by linking the personal interests of the members of the board, employees, and consultants to the success of our business and by providing such individuals with an incentive for outstanding performance to generate superior returns for our shareholders.

2010 Plan

Under the 2010 Plan and the seventh amended and restated shareholders' agreement dated as of April 24, 2014, the maximum number of shares in respect of which options, restricted shares, or restricted share units that may be granted is 26,822,828 shares. As of March 31, 2019, options to purchase an aggregate number of 10,978,050 common shares had been granted and outstanding to certain executive officers and other employees under the 2010 Plan, and 10,000 common shares underlying those options had been issued and outstanding. As of March 31, 2019, 7,788,315 restricted shares (excluding those forfeited) had been granted to certain executive officers and other employees under the 2010 Plan.

The following paragraphs summarize the terms of the 2010 Plan.

Types of awards. The following briefly describe the principal features of the various awards that may be granted under the 2010 Plan.

- *Options*. Options provide for the right to purchase a specified number of our common shares at a specified price and usually will become exercisable in the discretion of our plan administrator in one or more installments after the grant date. The option exercise price may be paid, subject to the discretion of the plan administrator, in cash or by check, in our common shares which have been held by the option holder for such period of time as may be required to avoid adverse accounting treatment, in other property with value equal to the exercise price, through a broker-assisted cashless exercise, or by any combination of the foregoing.

- *Restricted Shares*. A restricted share award is the grant of our common shares which are subject to certain restrictions and may be subject to risk of forfeiture. Unless otherwise determined by our plan administrator, a restricted share is nontransferable and may be forfeited or repurchased by us upon termination of employment or service during a restricted period. Our plan administrator may also impose other restrictions on the restricted shares, such as limitations on the right to vote or the right to receive dividends.

- *Restricted Share Units*. Restricted share units represent the right to receive our common shares at a specified date in the future, subject to forfeiture of such right upon termination of employment or service during the applicable restriction period. If the restricted share units have not been forfeited, then we shall deliver to the holder unrestricted common shares that will be freely transferable after the last day of the restriction period as specified in the award agreement.

Plan administration. Before our shares are listed on a stock exchange, the 2010 Plan shall be administered by our board of directors. After our shares are listed on a stock exchange, the 2010 Plan shall be administered by our board of directors or the compensation committee of the board of directors (or a similar body) formed in accordance with applicable exchange rules. The plan administrator will determine the provisions and terms and conditions of each grant.

Award agreement. Options, restricted shares, or restricted share units granted under the 2010 Plan are evidenced by an award agreement that sets forth the terms, conditions, and limitations for each grant.

***Option exercise price*.** The exercise price subject to an option shall be determined by the plan administrators which may be a fixed or variable price related to the fair market value of the subject of the grant. The exercise price may be amended or adjusted in the absolute discretion of the plan administrators, the determination of which shall be final, binding and conclusive. To the extent not prohibited by applicable laws or the rules of any exchange on which our securities are listed, a downward adjustment of the exercise prices of options shall be effective without the approval of the shareholders or the approval of the affected participants.

Eligibility. We may grant awards to our employees, consultants and all members of our board of directors, as determined by the board of directors.

Term of the awards. The term of each option grant shall be stated in the award agreement, provided that the term shall not exceed 10 years from the date of the grant. As for the restricted shares and restricted share units, the plan administrator shall determine and specify the period of restriction in the award agreement.

Vesting schedule. In general, the plan administrator determines the vesting schedule, which is set forth in the award agreement. The administrator, in its discretion, may accelerate the vesting schedule of an award.

Transfer restrictions. Except as otherwise provided by the plan administrators, no option award shall be assigned, transferred, or otherwise disposed of other than by will or the laws of descent and distribution.

Termination. Unless terminated earlier, the 2010 Plan will expire automatically in December 2020. With the approval of our board of directors, the plan administrators may, at any time and from time to time, terminate, amend or modify the 2010 Plan. Our board of directors has the authority to amend or terminate the plan subject to shareholder approval to the extent necessary to comply with applicable law.

2013 Plan

Under the 2013 Plan, the maximum number of share awards that may be granted is 9,073,732 restricted shares, which have been issued to Leading Advice Holdings Limited, or Leading Advice, for the purposes of administrating the awards according to the 2013 Plan. As of March 31, 2019, 7,071,370 restricted shares (excluding those forfeited) have been granted to certain executive officers and other employees under the 2013 Plan.

The following paragraphs summarize the terms of the 2013 Plan.

***Plan administration*.** Before our shares are listed on a stock exchange, the 2013 Plan shall be administered by Leading Advice Holdings Limited or its designee. Leading Advice currently acts as an agent on behalf us to administer the 2013 Plan based on the instructions from us. The 2013 Plan is administered by our board of directors or the compensation committee of the board of directors (or a similar body) formed in accordance with applicable exchange rules. The administrator determines the grantees under the 2013 Plan.

Award agreement. Each award of restricted shares is evidenced by an award agreement that specifies the number of restricted shares so granted, the vesting schedule, the applicable provisions in the event the grantee's employment or service terminates, and such other terms and conditions that the administrator shall determine in its sole discretion.

***Eligibility*.** The restricted shares may be granted to members of our senior management, consisting of our chief operating officer, chief technical officer, vice presidents, or their equivalents, and counsel or consultant to our company.

***Vesting schedule*.** Each grant of restricted shares will be subject to a vesting schedule determined solely by the administrator. Once vested, the restricted shares will no longer be subject to forfeiture and other restrictions contained in the award agreement, unless otherwise specified therein.

***Shareholder rights*.** Grantees of restricted shares will not be entitled to any shareholder rights (including the right to dividends) on unvested portions of the restricted shares. They will be entitled to dividends on the vested portions of the restricted shares. The administrator will hold all vested portions of share awards for the benefit of the grantees and exercise the voting rights with respect of those shares. Currently, Leading Advice exercises the voting power on behalf of the grantees regarding their vested restricted shares and it will solicit voting instruction from each grantee and vote in accordance with such instruction.

***Forfeiture or repurchase of the awards*.** In the event that the award recipient ceases employment with us or ceases to provide services to us 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, unless otherwise waived in whole or in part by the administrator.

***Acceleration*.** The administrator may accelerate the time at which any restrictions shall lapse or be removed.

***Transfer restrictions*.** Except as otherwise provided by the plan administrators or the applicable shareholders agreement, no share award shall be assigned, transferred, or otherwise disposed of other than by will or the laws of descent and distribution.

***Termination*.** Unless terminated earlier, the 2013 Plan will expire automatically in November 2023. With the approval of our board of directors, the plan administrators may, at any time and from time to time, terminate, amend or modify the 2013 Plan. Our board of directors has the authority to amend or terminate the plan subject to shareholder approval to the extent necessary to comply with applicable law.

2014 Plan

Under the 2014 Plan, the maximum number of share awards that may be granted is 14,195,412 restricted shares, which are currently registered under the name of Leading Advice Holdings Limited for the purposes of administrating the awards according to the 2014 Plan. As of March 31, 2019, 9,341,350 restricted shares (excluding those forfeited) had been granted to certain executive officers and other employees under the 2014 Plan.

The following paragraphs summarize the terms of the 2014 Plan.

***Plan administration*.** Before our shares are listed on a stock exchange, the 2014 Plan shall be administered by Leading Advice Holdings Limited or its designee. Leading Advice currently acts as an agent on behalf us to administer the 2014 Plan based on the instructions from us. The 2014 Plan is administered by our board of directors or the compensation committee of the board of directors (or a similar body) formed in accordance with applicable exchange rules. The administrator determines the grantees under the 2014 Plan.

Award agreement. Each award of restricted shares is evidenced by an award agreement that specifies the number of restricted shares so granted, the vesting schedule, the applicable provisions in the event the grantee's employment or service terminates, and such other terms and conditions that the administrator shall determine in its sole discretion.

***Eligibility*.** The restricted shares may be granted to members of our directors, senior management, employees, advisors and consultants of our company.

***Vesting schedule*.** Each grant of restricted shares will be subject to a vesting schedule determined solely by the administrator. Once vested, the restricted shares will no longer be subject to forfeiture and other restrictions contained in the award agreement, unless otherwise specified therein.

***Shareholder rights*.** Grantees of restricted shares will not be entitled to any shareholder rights (including the right to dividends) on unvested portions of the restricted shares. They will be entitled to dividends on the vested portions of the restricted shares. The administrator will hold all vested portions of share awards for the benefit of the grantees and exercise the voting rights with respect of those shares. Currently, Leading Advice exercises the voting power on behalf of the grantees regarding their vested restricted shares and it will solicit voting instruction from each grantee and vote in accordance with such instruction.

***Forfeiture or repurchase of the awards*.** In the event that the award recipient ceases employment with us or ceases to provide services to us 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, unless otherwise waived in whole or in part by the administrator.

***Acceleration*.** The administrator may accelerate the time at which any restrictions shall lapse or be removed.

***Transfer restrictions*.** Except as otherwise provided by the plan administrators or the applicable shareholders agreement, no share award shall be assigned, transferred, or otherwise disposed of other than by will or the laws of descent and distribution.

***Termination*.** Unless terminated earlier, the 2014 Plan will expire automatically in April 2024. With the approval of our board of directors, the plan administrators may, at any time and from time to time, terminate, amend or modify the 2014 Plan. Our board of directors has the authority to amend or terminate the plan subject to shareholder approval to the extent necessary to comply with applicable law.

The following table summarizes, as of March 31, 2019, the outstanding options and restricted shares granted to our executive officers, directors, and other individuals as a group under our share incentive plans.

Name	Number of restricted share units or options to purchase common shares awarded [1]	Exercise price (US$/share)	Date of grant	Date of expiration
Lei Chen	*	—	June 25, 2016	—
	*	—	November 3, 2014	—
Naijiang (Eric) Zhou	*	—	March 1, 2018	—
Jenny Wenjie Wu	*	—	June 23, 2014	—
	*	—	April 13, 2018	—
Ya Li	*	—	March 7, 2017	—
	*	—	April 13, 2018	—
Other grantees as a group	6,319,355	†	†	†
Total	8,815,355			

(1) Only restricted shares were granted to our directors and officers. For other grantees, the awards we granted consist of restricted shares and options. The numbers in this column do not include the common shares issued to grantees upon exercise of vested options and the vesting of restricted shares.

* Less than one percent of our total outstanding share capital.

† As of March 31, 2019, the outstanding options held by other grantees as a group had an exercise price of US$3.97. The options and restricted share units were granted on various dates from March 1, 2014 through March 1, 2019. Each option will expire after seven or eight years from the date of grant.

Employment Agreements

We have entered into employment agreements with each of our senior executive officers. We may terminate a senior executive officer's employment for cause at any time by giving written notice for certain acts of the officer, including: (i) conviction of a felony or act of fraud, misappropriation or embezzlement; (ii) gross negligence or dishonest to the detriment of our company; and (iii) material breach of the employment agreement. We may also terminate a senior executive officer's employment upon at least two months' prior written notice. A senior executive officer may terminate his or her employment by giving two-months' or three-months' prior notice.

Each senior executive officer has agreed that he or she shall not, at any time during the period of employment or after the termination of the period of employment, except for the benefit of our company, use or disclose any confidential information to any person, corporation or other entity without our written consent. Upon termination of the employment or at any other time when requested by us, the officer should promptly deliver to our company all documents and materials of any nature pertaining to his or her work with us and should provide written certification of his or her compliance with the employment agreement. Under no circumstances can the officer, following his or her termination, in his or her possession any property of our company, or any documents or materials containing any confidential information. The officer should not, during the employment term, (i) improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity with which the officer has a duty to keep in confidence information acquired by such officer, if any, or (ii) bring into the premises of our company any document or confidential or proprietary information belonging to the former employer unless consented to in writing by such employer. The officer will indemnify us and hold us harmless from and against all claims, liabilities, damages and expenses.

Each officer also agrees that during the term of employment and within one year of termination of employment, he or she will not approach clients, customers or contacts of our company or other persons or entities introduced to such officer in the his/her capacity as a representative of our company for the purposes of doing business with such persons or entities which will harm the business relationship between our company and such persons or entities. Unless consented to by us, the officer should not assume employment with or provide services as a director or otherwise for any of our competitors, or engage in any competitor as a principal, partner, licensor or otherwise. The officer will not seek, directly or indirectly, by the offer of alternative employment or other inducement whatsoever, to solicit the services of any of our employees as at or after the date of the termination of such officer's employment, or in the year preceding such termination.

C. Board Practices

Board of Directors

Our board of directors consists of nine directors. A director is not required to hold any shares in our company to qualify to serve as a director. All the powers of our company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whenever money is borrowed or as a security for any debt, liability or obligation of our company or any third party, may only be carried out jointly by our chief executive officer and chief financial officer.

Committees of the Board of Directors

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

Audit committee

Our audit committee consists of Ms. Jenny Wenjie Wu and Mr. Ya Li, and is chaired by Ms. Jenny Wenjie Wu. Our board of directors has determined that each of Ms. Jenny Wenjie Wu and Mr. Ya Li satisfies the "independence" requirements of Rule 10A-3 under the Securities Exchange Act of 1934, as amended, and Rule 5605(a)(2) of the NASDAQ Listing Rules. The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- selecting the independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by the independent registered public accounting firm;
- selecting the independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by the independent registered public accounting firm;
- reviewing with the independent registered public accounting firm any significant matters or difficulties encountered by the external auditors during the course of their audits and management's response;
- reviewing and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K under the Securities Act;
- discussing the annual audited financial statements with management and the independent registered public accounting firm;
- reviewing significant matters as to the adequacy of our internal controls and any special procedures adopted by the external auditors in light of material control deficiencies;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately and periodically with management and the independent registered public accounting firm; and
- reporting regularly to the board.

Compensation committee

Our compensation committee consists of Ms. Jenny Wenjie Wu, Mr. Ya Li and Mr. Chuan Wang, and is chaired by Mr. Chuan Wang. Our board of directors has determined that each of Ms. Jenny Wenjie Wu and Mr. Ya Li satisfies the "independence" requirements of Rule 5605(a)(2) of the NASDAQ Listing Rules. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated upon. The compensation committee is responsible for, among other things:

- reviewing the total compensation package for our two most senior executives and making recommendations to the board with respect to it;

- approving and overseeing the total compensation package for our executives other than the two most senior executives;
- reviewing the compensation of our directors and making recommendations to the board with respect to it; and
- periodically reviewing and approving any long-term incentive compensation or equity plans, programs or similar arrangements, annual bonuses, and employee pension and welfare benefit plans.

Corporate governance and nominating committee

Our corporate governance and nominating committee consists of Ms. Jenny Wenjie Wu, Mr. Ya Li and Mr. Feng Hong, and is chaired by Mr. Feng Hong. Our board of directors has determined that each of Ms. Jenny Wenjie Wu and Mr. Ya Li satisfies the "independence" requirements of Rule 5605(a)(2) of the NASDAQ Listing Rules. The corporate governance and nominating committee assists the board in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The corporate governance and nominating committee is responsible for, among other things:

- recommending nominees to the board for election or re-election to the board, or for appointment to fill any vacancy on the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, age, skills, experience and availability of service to us;
- selecting and recommending to the board the names of directors to serve as members of the audit committee and the compensation committee, as well as of the corporate governance and nominating committee itself;
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Duties of Directors

Under Cayman Islands law, our directors owe fiduciary duties to our company, including a duty of loyalty, a duty to act honestly, and a duty to act in what they consider in good faith to be in our best interests. Our directors must also exercise their powers only for a proper purpose. Our directors also have a duty to exercise the skill they actually possess and such care and diligence that a reasonably prudent person would exercise in comparable circumstances. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association, as amended from time to time. Our company may have the right to seek damages if a duty owed by our directors is breached.

Terms of Directors and Executive Officers

Our directors may be elected by an ordinary resolution of our shareholders, or by the affirmative vote of a simple majority of our directors (which should include one non-independent director) present and voting at a meeting of our board of directors, and shall hold office until the expiration of his term and until his successor has been elected and qualified, or until such time as they are removed from office by ordinary resolution or the unanimous written resolution of all shareholders. A director will be removed from office automatically (i) if a simple majority of all directors determine at a duly called and constituted board meeting that such director has been guilty of actual fraud or willful neglect in performing his duties as a director, or (ii) if a director is notified of, and fails to attend, an aggregate of three duly called and constituted board meetings within any 365-day period. In addition, the office of a director will be vacated if such director (a) dies, becomes bankrupt or makes any arrangement or composition with his creditors, (b) is found to be or becomes of unsound mind, or (c) resigns his office by notice in writing to us.

D. Employees

As of December 31, 2018, we had 1,165 employees, including 118 in general administration, 936 in research and development and 111 in sales and marketing. We group our employees into three categories—research and development, sales and marketing and general administration. As required by PRC regulations, we participate in employee benefit plans organized by government authorities, including pensions, work-related injury benefits, medical benefits, maternity benefits, unemployment benefit and housing fund plans. We have granted stock options and restricted shares to management and key employees in order to reward their services and provide them with equity incentives. We maintain good employee relations and have not experienced any material labor disputes since our inception.

E. Share Ownership

For information regarding the share ownership of our directors and officers, see "Item 7. Major Shareholders and Related Party Transactions — A. Major Shareholders." For information as to stock options granted to our directors, executive officers and other employees, see "Item 6. Directors, Senior Management and Employees—B. Compensation — Share Incentive Plans."

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

Except as specifically noted, the following table sets forth information with respect to the beneficial ownership of our shares as of March 31, 2019 held by:

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

Percentage of beneficial ownership is based on 337,190,726 total outstanding common shares as of March 31, 2019, excluding (i) 9,519,144 common shares issued to Leading Advice Holdings Limited for grants under our 2013 Plan and 2014 Plan that remained then unexercised or unvested, and (ii) 22,167,335 common shares, consisting of shares issued to our depositary bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our share incentive plans and shares repurchased by us under our 2015 and 2016 repurchase programs but not yet cancelled.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if such person has or shares the power to vote or direct the voting of securities, or to dispose or direct the disposition of securities or has the right to acquire such powers within 60 days. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days of March 31, 2019, including through the exercise of any option, warrant or other right or the conversion of any other security, in both the numerator and the denominator. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Common Shares Beneficially Owned	
	Number	%†
Directors and executive officers:**		
Chuan Wang	—	—
Sean Shenglong Zou(1)	29,802,106	8.8%
Hao Cheng	*	*
Lei Chen	*	*
Qin Liu(2)	4,166,667	1.2%
Feng Hong	—	—
Tao Zou	—	—
Jenny Wenjie Wu	*	*
Ya Li	*	*
Naijiang (Eric) Zhou	*	*
All directors and executive officers as group	39,369,735	11.7%
Principal shareholders:		
Xiaomi Ventures Limited(3)	93,653,572	27.8%
King Venture Holdings Limited(4)	37,500,000	11.1%
Vantage Point Global Limited(5)	17,802,106	5.3%

Notes:

* Less than 1% of the total outstanding common shares.

** The business address of Messrs Sean Shenglong Zou, Lei Chen, and Naijiang (Eric) Zhou is 20-23/F, Block B, Building #12, 18 Shenzhen Bay ECO-Technology Park, Keji South Road, Yuehai Street, Nanshan District, Shenzhen, 518057, the People's Republic of China. The business address of Mr. Wang is Building C3, Qinghe ShunShiJiaYe Technology Park, No. 66 Zhufang Road, Haidian District, Beijing, China. The business address of Hao Cheng is CITIC Mangrove Bay 10A-1402. The business address of Mr. Hong is Rainbow City Building, 68 Qinghe Middle Street, Haidian District, Beijing, China. The business address of Mr. Zou is Kingsoft Tower, No. 33 Xiaoying West Road, Haidian District, Beijing, China. The business address of Ms. Wu is Block B F-11, Wangjing SOHO-T3, No.1 Futongdong Street, Chaoyang District, Beijing, 100102, China. The business address of Mr. Li is XinChengGuoJi Building #14-1601, No. 6 ChaoWai Street, Chaoyang District, Beijing 100020, China.

† For each person and group included in this column, percentage ownership is calculated by dividing the number of common shares beneficially owned by such person or group, including shares that such person or group has the right to acquire within 60 days of March 31, 2019, by the sum of (i) the total number of common shares, 337,190,726, and (ii) the number of common shares underlying share options, restricted shares, and warrants held by such person or group that are exercisable within 60 days of March 31, 2019.

(1) Represents (i) 16,499,681 common shares and 260,485 ADSs, representing 1,302,425 common shares, directly held by Vantage Point Global Limited, a British Virgin Islands company which is 100% beneficially owned by Mr. Zou through a family trust, and (ii) 12,000,000 common shares held by Eagle Spirit LLC, a Delaware limited liability company, which is wholly owned by a United States irrevocable trust with Mr. Zou as the settler, and Mr. Zou is the sole director of Eagle Spirit LLC.

(2) Represents (i) 3,796,296 common shares held by Morningside China TMT Special Opportunity Fund, L.P. and (ii) 370,371 common shares held by Morningside China TMT Fund III Co-Investment, L.P. Morningside China TMT Special Opportunity Fund, L.P. and Morningside China TMT Fund III Co-Investment, L.P. are controlled by Morningside China TMT GP III, L.P., their general partner. Morningside China TMT GP III, L.P. is in turn controlled by TMT General Partner Ltd., its general partner. Mr. Liu is one of the directors of TMT General Partner Ltd. The business address of Mr. Liu is Suite 905-6, 9/F, ICBC Tower, Three Garden Road, Hong Kong.

(3) Represents 93,653,572 common shares held by Xiaomi Ventures Limited. Xiaomi Ventures Limited is wholly owned by Xiaomi Corporation, a limited liability company organized under the laws of the Cayman Islands. The business address of Xiaomi Ventures Limited is 68 Qinghe Middle Street WuCaiCheng Office Building, 12th Floor, Haidian District, Beijing, People's Republic of China.

(4) Represents 37,500,000 common shares held by King Venture Holdings Limited. King Venture Holdings Limited is an exempted company incorporated under the laws of the Cayman Islands, and is wholly owned by Kingsoft Corporation Limited, a Cayman Islands company with its shares listed on the Hong Kong Stock Exchange (Stock Code: 3888). The business address of King Venture Holdings Limited is Kingsoft Tower, No. 33 Xiaoying West Road, Haidian District, Beijing, China.

(5) Represents (i) 16,499,681 common shares, and (ii) 260,485 ADSs, representing 1,302,425 common shares, directly held by Vantage Point Global Limited, a British Virgin Islands company which is 100% beneficially owned by Mr. Sean Shenglong Zou through a family trust. The registered address of Vantage Point Global Limited is P.O. Box 438, Palm Grove House, Road Town, Tortola, British Virgin Islands.

To our knowledge, as of March 31, 2019, 201,902,354 of our outstanding common shares are held by three record holders in the United States including 189,902,350 common shares held by The Bank of New York Mellon, the depositary of our ADS program. The number of our common shares held by The Bank of New York Mellon include 22,167,335 common shares that consist of (i) issued to the depositary bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our share incentive plans, and (ii) repurchased by the company in 2015, 2016 and 2017. None of our shareholders has informed us that he or she is affiliated with a registered broker-dealer or is in the business of underwriting securities. We are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

B. Related Party Transactions

Contractual arrangements with our PRC variable interest entity and its shareholders

Due to current legal restrictions on foreign ownership and investment in value-added telecommunications services in China, we conduct our operations in China principally through a series of contractual arrangements with our variable interest entity and its shareholders in China. For a description of these contractual arrangements, see "Item 4. Information on the Company—C. Organizational Structure."

Shareholders agreement

In connection with the issuance of our series E preferred shares, we entered into a seventh amended and restated shareholders agreement in April 2014 with our shareholders and relevant parties therein. Except for the registration rights, all preferred shareholders' rights automatically terminated upon the completion of our initial public offering. Additionally, the co-founders have agreed to the transfer restrictions imposed on an aggregate number of 39,934,162 common shares beneficially owned by the co-founders. Accordingly, the co-founders are unable to transfer the relevant shares to any third party until April 24, 2019 or April 24, 2018, as the case may be.

Pursuant to our seventh amended and restated shareholders agreement, we have granted certain registration rights to our shareholders. The registration rights remain effective as of the date of this annual report. Set forth below is a description of the registration rights granted under the agreement.

Demand registration rights. At any time following the completion of initial public offering, upon a written request from the holders of at least 30% of the registrable securities then outstanding, we shall file a registration statement covering the offer and sale of the registrable securities. Registrable securities include our common shares issued or issuable upon conversion of the preferred shares provided that, with respect to demand registration right, registrable securities exclude common shares issued or issuable upon conversion of the series C preferred shares. However, we are not obligated to proceed with a demand registration if (i) such registration is in any particular jurisdiction in which we would be required to execute a general consent to service of process in effecting such registration, qualification or compliance, unless we already are subject to service in such jurisdiction and except as may be required by the Securities Act; (ii) we have already effected three demand registrations; (iii) such registration is during the period starting with the date 60 days prior to our good faith estimate of the date of filing of, and ending on a date 180 days after the effective date of a registration initiated by us, provided that we are actively employing in good faith all reasonable efforts to cause such registration statements to become effective; (iv) the initiating holders (defined in the shareholders agreement) propose to dispose of registrable securities which may be immediately registered on Form F-3 pursuant to a request from other holders of registrable shares; (v) initiating holders do not request that such offering be firmly underwritten by underwriters selected by the initiating holders or (vi) if we and the initiating holders are unable to obtain the commitment of the underwriter described in clause (v) above to firmly underwrite the offer. We have the right to defer filing of a registration statement for up to 120 days if our board of directors determines in good faith that the filing of a registration statement would be materially detrimental to us, but we cannot exercise the deferral right more than once in any 12-month period.

Piggyback registration rights. If we propose to file a registration statement for a public offering of our securities other than pursuant to registration statement relating to any employee benefit plan or a corporate reorganization, then we must offer holders of registrable securities an opportunity to include in that registration all or any part of their registrable securities. The underwriters of any underwritten offering have the right to limit the number of shares with registration rights to be included in the registration statement, subject to certain limitations; for example, the number of shares that may be included in the registration and the underwriting shall be allocated first to us and then to the series E, series D, series C, series B and series A-1 preferred shareholders in turn.

Form F-3 registration rights. When we are eligible for registration on Form F-3, holders of at least 30% of the registrable securities then outstanding will have the right to request that we file registration statements on Form F-3 covering the offer and sale of their securities. A Form F-3 registration shall not be deemed to be a demand registration.

We are not obligated to effect a Form F-3 registration, among other things, if (i) we have already effected a registration under the Securities Act within the six months period preceding the date of such request, other than a registration from which the registrable securities of the holders have been excluded, or (ii) the dollar amount of securities to be sold is of an aggregate price to the public of less than US$1.0 million. We have the right to defer filing of a registration statement for up to 90 days if our board of directors determines in good faith that the filing of a registration statement would be materially detrimental to us, but we cannot exercise the deferral right more than once in any 12-month period.

Expenses of registration. We will pay all expenses relating to any demand, piggyback, or Form F-3 registration, other than underwriting commissions and discounts.

Termination of obligations. Our obligations with respect to the piggyback registration rights shall terminate on the fifth anniversary of the completion of our initial public offering in June 2014. Our obligations with respect to the demand registration rights or the Form F-3 registration rights shall terminate on the fifth anniversary of the completion of our initial public offering. In addition, we shall have no obligation to effect any demand, or Form F-3 registration if, in the opinion of our counsel, all registrable securities may be sold at that time without registration pursuant to Rule 144 under the Securities Act.

Employment agreements

See “Item 6. Directors, Senior Management and Employees—B. Compensation—Employment agreements.”

Share incentives

See "Item 6. Directors, Senior Management and Employees—B. Compensation—Share incentive plans."

In relation to our 2013 Plan and 2014 Plan, we have appointed Leading Advice Holdings Limited, or Leading Advice, as the administer of both plans. On behalf of us, Leading Advice executes actions based on our instruction to select the eligible grantees, to determine the number of awards and the conditions and provision of such awards, including but not limited to the vesting schedule and acceleration of the awards.

Leading Advice is not entitled to the following rights in relation to the shares registered under its name: (i) dividends, (ii) voting powers prior to vesting of relevant shares and (ii) transfer of the unvested portion of the awards or awards that have not been granted. In addition, upon the liquidation or the dissolution of Leading Advice or the expiration of the relevant plan, common shares not granted as awards shall be transferred back to us at no consideration.

For the awards that have been granted and become vested, Leading Advice will solicit voting instructions from each grantee, and vote in accordance with such instructions. The grantees will be entitled to dividends and have the right to request Leading Advice to transfer vested awards to a transferee designated by the grantees.

Advances extended to certain directors

We extended advances amounting to RMB60,000 to Mr. Shenglong Zou and RMB40,000 to Mr. Chuan Wang in 2014. These advances were used for general business purposes, to set up certain companies in the PRC which we plan to use to conduct a part of our business and consolidate into the financial statements of our company in the future. As of the December 31, 2018, the advances to Mr. Shenglong Zou and Mr. Chuan Wang remain outstanding.

Game sharing arrangement with Zhuhai Qianyou Technology, Co., Ltd.

In November 2011, we obtained an exclusive game operation right from Zhuhai Qianyou Technology, Co., Ltd., or Zhuhai Qianyou, our equity investee, which is specialized in developing online games. According to the agreement in relation to such game operation right that we entered into with Zhuhai Qianyou, we need to share revenues derived by the licensed games with Zhuhai Qianyou. Game sharing cost paid and payable to Zhuhai Qianyou was approximately US$154,000 in 2016, US$84,000 in 2017, and US$9,000 in 2018. As of December 31, 2016, 2017 and 2018, the amount of unpaid and outstanding game sharing cost we owed to Zhuhai Qianyou was approximately US$45,000, US$10,000 and US$2,000, respectively.

Intellectual property framework agreement between Shenzhen Xunlei and Xunlei Computer

On December 24, 2013, Shenzhen Xunlei and Xunlei Computer entered into a technology development and software license framework agreement. The term of the agreement is two years from the date of its execution.

Under this framework agreement, Xunlei Computer provides Shenzhen Xunlei with technology development services according to Shenzhen Xunlei's business needs. Any new intellectual property resulting from the technology development services is owned by Xunlei Computer, and cannot be substituted or sub-licensed to any third party by Shenzhen Xunlei without the prior written consent of Xunlei Computer. During the term of the framework agreement, with respect to each technology development project, Shenzhen Xunlei and Xunlei Computer will separately sign technology development (services) agreements, which set out the specific terms and amount of consideration, all subject to the terms of the framework agreement.

In addition, under the framework agreement, Xunlei Computer grants Shenzhen Xunlei a non-exclusive and limited right to use certain specified proprietary software that Xunlei Computer owns. With respect to the licensing of each software, Shenzhen Xunlei and Xunlei Computer will separately sign software licensing agreements, which will set out the specific terms and the amount of licensing fee, all subject to the terms of the framework agreement.

In relation to cooperation under the framework agreement, Xunlei Computer and Shenzhen Xunlei entered into four agreements in 2013 for Xunlei Computer's technology development services and its software license and Giganology Shenzhen has agreed to the execution of these agreements and the relevant services and licenses between Xunlei Computer and Shenzhen Xunlei.

As of December 31, 2018, the aggregate amount of the fees that have been incurred by Shenzhen Xunlei for the technology development services and the software license provided by Xunlei Computer under the framework agreement was RMB45.3 million (US$6.9 million).

Transactions with Xiaomi

In December 2013, we entered into a Cooperation Framework Agreement with Millet Communication Technology Co., Ltd., or Millet Communication, a company controlled by one of our shareholders, Xiaomi Ventures Limited. Parties would enter into separate agreements to carry detailed cooperation.

Xunlei Accelerator Mobile Pre-installing Services Agreement. In 2014, we entered into a Xunlei Accelerator Mobile Pre-installing Services Agreement, or the Pre-installing Services Agreement, with Beijing Xiaomi Mobile Software Co., Ltd., or Beijing Xiaomi, a company controlled by one of our shareholders, Xiaomi Ventures Limited. Through such cooperation, Xiaomi phones would be pre-installed with our mobile acceleration applications and Xiaomi phone users would have access to our acceleration services. We provided such pre-installing service at no charge which was consistent with our pre-installing agreements with other unrelated parties. The Pre-installing Services Agreement had a term of one year, which is renewed on a yearly basis. Parties renewed such agreement in 2015 and 2016. In 2017, we entered into a supplemental agreement of the Pre-installing Services Agreement, or the Supplemental Agreement, with another Xiaomi group company, Guangzhou Millet Information Service Co., Ltd., or Guangzhou Millet. Pursuant to the Supplemental Agreement, Guangzhou Millet replaced Beijing Xiaomi under the Pre-installing Services Agreement. Parties further agreed in the Supplemental Agreement that Guangzhou Millet will share with us a portion of the revenue generated from the advertising services offered by Guangzhou Millet through Xunlei Accelerator that we pre-installed in Xiaomi's mobile phones as compensation for technology solution services we provided to Guangzhou Millet. The Supplemental Agreement had a term of two years from mid-June 2017 to mid-June 2019. In 2018, we recognized a revenue of US$3.9 million from Guangzhou Millet. As of December 31, 2018, there was no outstanding revenue from Guangzhou Millet.

Cloud Computing Service Agreement. We entered into an agreement with Millet Communication in 2015 and with Beijing Xiaomi in 2017, respectively, to provide cloud computing services at the market price based on the actual usage. Both Millet Communication and Beijing Xiaomi are companies controlled by one of our shareholders, Xiaomi Ventures Limited. In 2018, our total cloud computing revenue was nil from Millet Communication and US$4.3 million from Beijing Xiaomi. As of December 31, 2018, the amount of outstanding cloud computing revenue was US$0.8 million from Beijing Xiaomi.

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

A. Consolidated Statements and Other Financial Information

We have appended consolidated financial statements filed as part of this annual report.

Legal Proceedings

We have been involved in legal proceedings related to our business from time to time and expect to continue to be involved in such proceedings in the future. Internet services and content providers such as ours are frequently involved in litigation based on intellectual property-related claims. See "Item 3. Key Information—D. Risk factors—Risks related to our business—We face and expect to continue to face copyright infringement claims and other related claims, including claims based on content available through our services, which could be time-consuming and costly to defend and may result in damage awards, injunctive relief and/or court orders, divert our management's attention and financial resources and adversely impact our business."

We were subject to a number of lawsuits in China for alleged copyright infringements over the years, a number of which are still outstanding as of the date of this annual report. In addition, two putative shareholder class action lawsuits have been filed in the United States District Court for the Southern District of New York against our company and certain current and former officers and directors of our company: *Dookeran v. Xunlei Limited, et al.* (filed on January 18, 2018, Case No. 18-cv-467 (S.D.N.Y.)), and *Peng Li v. Xunlei Limited, et al.* (filed on January 24, 2018, Case No. 18-cv-646 (S.D.N.Y.)). Purporting to sue on behalf of all investors who purchased or acquired Xunlei stock from October 10, 2017 to January 11, 2018, plaintiffs allege that certain statements regarding OneCoin in the company's press releases and on a quarterly investor call were false and misleading because, among other things, they failed to disclose that OneCoin was a disguised "initial coin offering" and "initial miner offering" and constituted "unlawful financial activity." Plaintiffs seek to recover under Sections 10(b) and 20(a) of the U.S. Securities Exchange Act of 1934 and Rule 10b-5 thereunder. On April 12, 2018, the court consolidated the actions under the caption *In re Xunlei Limited Securities Litigation*, No. 18-cv-467 (PAC) and appointed lead plaintiffs who filed a consolidated amended compliant on June 4, 2018. We filed a motion to dismiss the amended compliant on August 3, 2018. As of October 31, 2018, the motion was fully briefed.

Although legal proceedings are inherently uncertain and their results cannot be predicted, we have not been, nor are we currently a party to or aware of, any legal proceeding, investigation or claim that, in the view of our management, is likely to materially and adversely affect our business, financial position or results of operations.

Dividend Policy

We have not previously declared or paid cash dividends. Subject to our ongoing financial performance, cash position, budget and business plan and market conditions, we may consider paying special dividends. However, we do not plan to pay dividends in the foreseeable future We currently intend to retain most, if not all, of our available funds and any future earnings to operate and expand our business.

We are a holding company incorporated in the Cayman Islands. We rely principally on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See "Item 4. Information on the Company—B. Business Overview—Regulation—Regulation on dividend distributions."

Our board of directors has discretion as to whether to distribute dividends, subject to applicable laws. Our shareholders may by ordinary resolution declare dividends, but no dividend may exceed the amount recommended by our board of directors. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. Under Cayman Islands law, we may declare and pay dividends on our shares only out of our profit or our share premium account, provided always that even if our company has sufficient profit or share premium, we may not pay a dividend if this would result in our company being unable to pay our debts as they fall due in the ordinary course of business. If we pay any dividends on our common shares, we will pay those dividends which are payable in respect of the common shares underlying our ADSs to the depositary, as the registered holder of such common shares, and the depositary then will pay such amounts to our ADS holders in proportion to the common shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See "Item 12. Description of Securities Other than Equity Securities—D. American Depositary Shares." Cash dividends on our common shares, if any, will be paid in U.S. dollars.

B. Significant Changes

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

Item 9. The Offer and Listing

A. Offering and Listing Details

Our ADSs have been listed on The NASDAQ Global Select Market since June 24, 2014. Our ADSs currently trade on The NASDAQ Global Select Market under the symbol "XNET." One ADS represented five common shares.

B. Plan of Distribution

Not applicable.

C. Markets

Our ADSs have been listed on NASDAQ Global Select Market since June 24, 2014 under the symbol "XNET."

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issues

Not applicable.

Item 10. Additional Information

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

We incorporate by reference into this annual report the description of our eighth amended and restated memorandum and seventh amended and restated articles of association contained in our F-1 registration statement (File No. 333-196221), initially filed with the SEC on June 12, 2014. The eighth amended and restated memorandum and seventh amended and restated articles of association were adopted by our shareholders by special resolutions passed on June 11, 2014, and became effective upon completion of our initial public offering of our common shares represented by ADSs.

C. Material Contracts

We have not entered into any material contracts other than in the ordinary course of business and other than those described in "Item 4. Information on the Company" or elsewhere in this annual report on Form 20-F.

D. Exchange Controls

See "Item 4.B. Information on the Company—Business Overview—Regulation— Regulation on foreign exchange control and administration."

E. Taxation

Cayman Islands Taxation

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

People's Republic of China Taxation

Under the PRC EIT Law, an enterprise established outside the PRC with "de facto management bodies" within the PRC is considered a "resident enterprise" of the PRC. A circular issued by the SAT on April 22, 2009 clarified that dividends and other income paid by such resident enterprises will be considered PRC-source income and subject to PRC withholding tax, currently at a rate of 10%, when paid to non-PRC enterprise shareholders. Under the implementation regulations to the EIT Law, a "de facto management body" is defined as a body that has material and overall management and control over the manufacturing and business operations, personnel and human resources, finances and properties of an enterprise. In addition, the circular mentioned above specifies that certain offshore enterprises controlled by PRC resident enterprises will be classified as PRC resident enterprises if the following are located or resident in the PRC: senior management personnel and departments that are responsible for daily production, operation and management; financial and personnel decision making bodies; key properties, accounting books, the company seal, and minutes of board meetings and shareholders' meetings; and half or more of the senior management or directors having voting rights. We do not believe we would be treated as a "resident enterprise" for PRC tax purposes even if the criteria for "de facto management body" as set forth in the circular mentioned above were deemed applicable to us. See "Item 3. Key Information —D. Risk factors—Risks related to doing business in China—Our global income may be subject to PRC taxes under the PRC EIT Law, which may have a material adverse effect on our results of operations." However, if the PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our non-resident enterprise shareholders, including the holders of our ADSs and non-resident enterprise holders may be subject to PRC tax on gains realized on the sale or other disposition of ADSs or common shares. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends or gains in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends or gains, it would generally apply at a rate of 20% (unless a reduced rate is available under an applicable tax treaty).

If we are deemed to be a PRC resident enterprise and our non-resident enterprise shareholders (including our ADS holders) are subject to PRC tax as described above, the withholding agent will be required to withhold enterprise income tax on payments of dividends to such investors. The withholding agent must obtain a tax withholding registration and withhold the enterprise income tax from each payment made to non-resident enterprise shareholders and file a report to the competent tax authorities. Where the withholding agent fails or is unable to perform its withholding obligation, the non-resident enterprise shareholders must pay the tax due to the applicable tax authorities within seven days after the payment is made or due. We, as the withholding agent, will be required to obtain a tax withholding registration and withhold the applicable enterprise income tax in order to comply with the above requirements. It is not clear who the withholding agent would be if tax is due on capital gains. In the event that we or our non-resident enterprise shareholders (including our ADS holders) fail to comply with the above procedures, we or our non-resident enterprise shareholders (including our ADS holders) may be ordered to rectify the non-compliance or be subject to a fine of no more than RMB10,000. Failure by us to withhold the income tax fully and timely may result in a fine of 50% to three times of the unpaid tax and failure by our ADS holders to pay the tax fully and timely may result in late payment penalties, or a fine of 50% to three times of the unpaid tax.

In addition, if we are treated as a PRC resident enterprise for enterprise income tax purposes, we may be eligible for the benefits of the income tax treaty between the PRC and other jurisdictions in which we may derive income, such as the United States. However, if we are treated as a PRC resident enterprise, we do not expect to withhold at treaty rates if any withholding is required on dividends we pay to our non-resident shareholders (including our ADS holders) notwithstanding such holders may be eligible for the income tax treaty between their resident jurisdictions and the PRC. The United States—PRC tax treaty generally limits PRC withholding on dividends to a rate of 10%. Investors should consult their tax advisors regarding the availability of treaty benefits and the procedure for claiming a refund, if any.

If we are not deemed a PRC resident enterprise, no PRC income tax will be withheld from dividends distributed by us and no PRC income tax will be payable on gains realized from the sale or other disposition of our shares or ADSs by the non-resident holders of our shares or ADSs. SAT Circular 7 further clarifies that, where a non-resident enterprise derives income by acquiring and selling shares in an offshore listed enterprise in the public market, such income shall not be subject to PRC tax. However, given the uncertainty concerning the application of SAT Public Notice 37 and SAT Circular 7, we and our non-PRC resident investors may be at risk of being required to file a return and being taxed under SAT Public Notice 37 and SAT Circular 7, and we may be required to expend valuable resources to comply with SAT Public Notice 37 and SAT Circular 7 or to establish that we should not be taxed under SAT Public Notice 37 and SAT Circular 7 in the future.

United States Federal Income Tax Considerations

The following discussion is a summary of the United States federal income tax considerations relating to the ownership and disposition of our ADSs or common shares by a U.S. Holder (as defined below) that holds our ADSs as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code of 1986, as amended, or the Code. This discussion is based upon existing United States federal income tax law, which is subject to differing interpretations or change, possibly with retroactive effect. No ruling has been sought from the Internal Revenue Service (the “IRS”) with respect to any United States federal income tax consequences described below, and there can be no assurance that the IRS or a court will not take a contrary position. This discussion does not address all aspects of United States federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, certain financial institutions, banks, insurance companies, regulated investment companies, real estate investment trusts, broker-dealers, traders in securities that elect mark-to-market treatment, partnerships and their partners, and tax-exempt organizations (including private foundations), holders who are not U.S. Holders, cooperatives, pension plans, U.S. expatriates, persons who acquired ADSs or common shares pursuant to the exercise of any employee share option or otherwise as compensation, holders who own (directly, indirectly or constructively) 10% or more of our stock (by vote or value), holders that hold their ADSs or common shares as part of a straddle, hedge, conversion, constructive sale or other integrated transaction, holders required to accelerate the recognition of any item of gross income with respect to our ADSs or common shares as a result of such income being recognized on an applicable financial statement or holders that have a functional currency other than the United States dollar, all of whom may be subject to tax rules that differ significantly from those summarized below). In addition, except to the extent described below, this discussion does not discuss any state, local, alternative minimum tax, non-United States tax, non-income tax (such as gift or estate tax), or the Medicare tax considerations. U.S. Holders are urged to consult their tax advisors regarding the United States federal, state, local, and non-United States income and other tax considerations relating to the ownership and disposition of our ADSs or common shares.

General

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of our ADSs or common shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for United States federal income tax purposes) created in, or organized under the laws of, the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise elected to be treated as a United States person under the Code.

If a partnership (or other entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of our ADSs or common shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our ADSs or common shares and partners in such partnerships are urged to consult their tax advisors regarding the ownership and disposition of our ADSs or common shares.

It is generally expected that a holder of ADSs should be treated, for United States federal income tax purposes, as the beneficial owner of the underlying shares represented by the ADSs. The remainder of this discussion assumes that a holder of ADSs will be treated in this manner. Accordingly, deposits or withdrawals of common shares for ADSs will generally not be subject to United States federal income tax.

Passive Foreign Investment Company Considerations

Based on the market price of our ADSs and the composition of assets (in particular, the retention of a large amount of cash), we believe that we were a passive foreign investment company ("PFIC") for United States federal income tax purposes for the taxable year ended December 31, 2018, and we will very likely be classified as a PFIC for our current taxable year ending December 31, 2019 unless the market price of our ADSs increases and/or we invest a substantial amount of the cash and other passive assets we hold in assets that produce or are held for the production of non-passive income. A non-United States corporation, such as our company, will be classified as a "passive foreign investment company", or "PFIC", for United States federal income tax purposes, if, in the case of any particular taxable year, either (i) 75% or more of its gross income for such year consists of certain types of "passive" income or (ii) 50% or more of the average quarterly value of its assets (as determined on the basis of fair market value) during such year produce or are held for the production of passive income. For this purpose, cash is categorized as a passive asset and the company's unbooked intangibles associated with active business activities may generally be classified as non-passive assets. Passive income generally includes, among other things, dividends, interest, rents, royalties, and gains from the disposition of passive assets. We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% (by value) of the stock.

If we are classified as a PFIC for any year during which a U.S. Holder holds our ADSs or common shares, we generally will continue to be treated as a PFIC for all succeeding years during which such U.S. Holder holds our ADSs or common shares even if we cease to meet the threshold requirements for PFIC status, unless a U.S. Holder makes a taxable "deemed sale" election that may allow the U.S. Holder to eliminate the continuing PFIC status under certain circumstances.

The United States federal income tax rules that apply if we are classified as a PFIC for our current or future taxable years are generally discussed below under "Passive foreign investment company rules."

Dividends

Subject to the discussion below under "Passive foreign investment company rules," any cash distributions (including the amount of any PRC tax withheld) paid on our ADSs or common shares out of our current or accumulated earnings and profits, as determined under United States federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of common shares, or by the depositary, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of United States federal income tax principles, any distribution paid will generally be treated as a "dividend" for United States federal income tax purposes. A non-corporate recipient of dividend income will generally be subject to tax on dividend income from a "qualified foreign corporation" at a lower applicable capital gains rate rather than the marginal tax rates generally applicable to ordinary income provided that certain holding period requirements are met. A non-United States corporation (other than a corporation that is classified as a PFIC for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (i) if it is eligible for the benefits of a comprehensive tax treaty with the United States which the Secretary of Treasury of the United States determines is satisfactory for purposes of this provision and which includes an exchange of information program, or (ii) with respect to any dividend it pays on stock (or ADSs in respect of such stock) which is readily tradable on an established securities market in the United States. Our ADSs are currently listed on the NASDAQ Global Select Market. We believe that the ADSs will be readily tradable on an established securities market in the United States for so long as our ADSs continue to be listed on the NASDAQ Global Select Market. Since we do not expect that our common shares will be listed on established securities markets, it is unclear whether dividends that we pay on our common shares that are not backed by ADSs currently meet the conditions required for the reduced tax rate. There can be no assurance that our ADSs will continue to be considered readily tradable on an established securities market in later years. Furthermore, as mentioned above, we believe that we were a PFIC for the taxable year ended December 31, 2018, and we will very likely be classified as a PFIC for our current taxable year ending December 31, 2019. Each non-corporate U.S. Holder is advised to consult their tax advisors regarding the availability of the lower capital gains rate applicable to qualified dividend income for any dividends we pay with respect to the common shares and ADSs. Dividends received on our ADSs or common shares will not be eligible for the dividends received deduction allowed to corporations.

Dividends will generally be treated as passive income from foreign sources for United States foreign tax credit purposes. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any foreign withholding taxes imposed on dividends received on our ADSs or common shares. The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld, may instead claim a deduction, for United States federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes.

Sale or Other Disposition of ADSs or Common Shares

Subject to the discussion below under "Passive foreign investment company rules," a U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or common shares in an amount equal to the difference between the amount realized upon the disposition and the holder's adjusted tax basis in such ADSs or common shares. Any capital gain or loss will be long-term if the ADSs or common shares have been held for more than one year and will generally be United States source gain or loss for United States foreign tax credit purposes. Long-term capital gain of non-corporate U.S. Holders is generally eligible for a reduced rate of taxation. The deductibility of a capital loss is subject to limitations. In the event that gain from the disposition of the ADSs or common shares is subject to tax in the PRC, a U.S. Holder that is eligible for the benefits of the income tax treaty between the United States and the PRC may elect to treat the gain as PRC source income. U.S. Holders are advised to consult its tax advisors regarding the tax consequences if a PRC tax is imposed on a disposition of our ADSs or common shares, including the availability of the foreign tax credit under their particular circumstances.

Passive Foreign Investment Company Rules

As mentioned above, we believe that we were a PFIC for the taxable year ended December 31, 2018, and we will very likely be classified as a PFIC for our current taxable year ending December 31, 2019. If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or common shares, and unless the U.S. Holder makes a mark-to-market election (as described below), the U.S. Holder will generally be subject to special United States federal income tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125 percent of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder's holding period for the ADSs or common shares), and (ii) any gain realized on the sale or other disposition, including, under certain circumstance, a pledge, of ADSs or common shares. Under the PFIC rules:

- the excess distribution and/or gain will be allocated ratably over the U.S. Holder's holding period for the ADSs or common shares;
- the amount allocated to the current taxable year and any taxable years in the U.S. Holder's holding period prior to the first taxable year in which we are classified as a PFIC, or a pre-PFIC year, will be taxable as ordinary income;
- the amount allocated to each prior taxable year, other than a pre-PFIC year, will be subject to tax at the highest tax rate in effect applicable to the U.S. Holder for that year; and

- an interest charge generally applicable to underpayments of tax will be imposed on the tax attributable to each prior taxable year, other than a pre-PFIC year.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or common shares and any of our non-United States subsidiaries or VIE entities is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. Holders are advised to consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries or VIE entities.

As an alternative to the foregoing rules, a U.S. Holder of "marketable stock" in a PFIC may make a mark-to-market election with respect to our ADSs, provided that the ADSs are regularly traded on the NASDAQ Global Select Market. In addition, we do not expect that holders of common shares that are not represented by ADSs will be eligible to make a mark-to-market election. Our ADSs may be regularly traded, but no assurances may be given in this regard. If a mark-to-market election is made, the U.S. Holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. Holder's adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes an effective mark-to-market election, in each year that we are a PFIC any gain recognized upon the sale or other disposition of the ADSs will be treated as ordinary income and loss will be treated as ordinary loss, but only to the extent of the net amount previously included in income as a result of the mark-to-market election.

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder that makes a mark-to-market election with respect to our ADSs may continue to be subject to the general PFIC rules with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections, which, if available, would result in tax treatment different from (and generally less adverse than) the general tax treatment for PFICs described above.

If a U.S. Holder owns our ADSs or common shares during any taxable year that we are a PFIC, the holder generally will be required to file annual reports with the IRS. U.S. Holders are advised to consult their tax advisors concerning the United States federal income tax consequences of purchasing, holding and disposing ADSs or common shares if we are or become classified as a PFIC, including the possibility of making a mark-to-market election.

Information Reporting

U.S. Holders may be subject to information reporting to the IRS with respect to dividends on and proceeds from the sale or other disposition of our ADSs or common shares. Each U.S. Holder is advised to consult its tax advisors regarding the application of the United States information reporting rules to its particular circumstances.

Certain U.S. Holders who hold "specified foreign financial assets", including stock of a non-U.S. corporation that is not held in an account maintained by a U.S. "financial institution," whose aggregate value exceeds US$50,000 during the tax year, may be required to attach to their tax returns for the year certain specified information. An individual who fails to timely furnish the required information may be subject to a penalty. U.S. Holders who are individuals should consult their own tax advisors regarding their reporting obligations under this legislation.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to the periodic reporting and other informational requirements of the Exchange Act. Under the Exchange Act, we are required to file reports and other information with the SEC. Specifically, we are required to file annually a Form 20-F within four months after the end of each fiscal year, which is December 31. Copies of reports and other information, when so filed, may be inspected without charge and may be obtained at prescribed rates at the public reference facilities maintained by the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. The public may obtain information regarding the Washington, D.C. Public Reference Room by calling the Commission at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

We will furnish The Bank of New York Mellon, the depositary of our ADSs, with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depositary will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depositary from us.

In accordance with NASDAQ Stock Market Rule 5250(d), we will post this annual report on Form 20-F on our website at http://ir.xunlei.com. In addition, we will provide hardcopies of our annual report free of charge to shareholders and ADS holders upon request.

I. Subsidiary Information

Not applicable.

Item 11. Quantitative and Qualitative Disclosures about Market Risk

Foreign exchange risk

Our financing activities are denominated mainly in U.S. dollars. The Renminbi, or RMB, is not freely convertible into foreign currencies. Remittances of foreign currencies into the PRC and conversion of foreign currencies into RMB require approval by foreign exchange administrative authorities and certain supporting documentation. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into other currencies. The revenues and expenses of our subsidiaries, and the consolidated VIE and its subsidiaries are generally denominated in RMB and their assets and liabilities are denominated in RMB. We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge our exposure to such risk. Although in general, our exposure to foreign exchange risks should be limited, the value of your investment in our ADSs will be affected by the exchange rate between the U.S. dollar and the RMB because the value of our business is effectively denominated in RMB, while the ADSs will be traded in U.S. dollars.

The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The PRC government allowed the RMB to appreciate by more than 20% against the U.S. dollar between July 2005 and July 2008. Between July 2008 and June 2010, this appreciation halted and the exchange rate between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between the RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amounts available to us.

As of December 31, 2018, we had RMB-denominated cash and cash equivalents, restricted cash and short-term investments of RMB347.9 million, HKD-denominated cash and cash equivalents, restricted cash and short-term investments of HKD8.5 million, THB-denominated cash and cash equivalents, restricted cash and short-term investments of THB14.6 million and U.S. dollar-denominated cash, cash equivalents and short-term investments of US$267.2 million. Assuming we had converted RMB347.9 million into U.S. dollars at the exchange rate of RMB6.8632 for US$1.00 on December 28, 2018 released by the State Administration of Foreign Exchange of the PRC, our U.S. dollar cash balance would have had a US$50.7 million increase. If the RMB had depreciated by 10% against the U.S. dollar, our U.S. dollar cash balance would have had a US$45.6 million increase instead. Assuming we had converted US$267.2 million into RMB at the exchange rate of RMB6.8632 for US$1.00 on December 28, 2018 released by the State Administration of Foreign Exchange of the PRC, our RMB cash balance would have had a RMB1.8 billion increase. If the RMB had depreciated by 10% against the U.S. dollar, our RMB cash balance would have had a RMB2.0 billion increase instead.

Interest rate risk

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. We have not used derivative financial instruments in our investment portfolio. Interest earning instruments carry a degree of interest rate risk. We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in market interest rates. However, our future interest income may fall short of expectations due to changes in market interest rates.

Item 12. Description of Securities Other than Equity Securities

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Fees and Charges Our ADS holders May Have to Pay

The Bank of New York Mellon, the depositary of our ADS program, collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid. The depositary's corporate trust office at which the ADSs will be administered is located at 101 Barclay Street, New York, New York 10286. The depositary's principal executive office is located at One Wall Street, New York, New York 10286.

Persons depositing or withdrawing shares must pay:	For:
$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	• Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property • Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
$0.05 (or less) per ADS	• Any cash distribution to ADS holders
A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	• Distribution of securities distributed to holders of deposited securities which are distributed by the depositary to ADS holders
$0.05 (or less) per ADSs per calendar year	• Depositary services
Registration or transfer fees	• Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares
Expenses of the depositary	• Cable, telex and facsimile transmissions (when expressly provided in the deposit agreement) • converting foreign currency to U.S. dollars
Taxes and other governmental charges the depositary or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes	• As necessary
Any charges incurred by the depositary or its agents for servicing the deposited securities	• As necessary

Fees and Other Payments Made by the Depositary to Us

The depositary has agreed to reimburse us for our expenses incurred in connection with the establishment of our ADS facility including, investor relations expenses, roadshow expenses, legal fees, stock exchange listing fees or any direct or indirect expenses incurred in connection with the establishment of the facility. The depositary has also agreed to provide additional reimbursements to us based on the applicable performance indicators relating to our ADS facility, including ADS issuance and cancellation fees, cash dividend fees and depositary servicing fees. In 2018, we received approximately US$0.49 million (after withholding tax) from the depositary.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Material Modifications to the Rights of Security Holders

None.

Use of Proceeds

The following "Use of Proceeds" information relates to our initial public offering of 7,315,000 ADSs representing 36,575,000 of our common shares, and the underwriters' full exercise of their option to purchase from us an additional 1,097,250 ADSs representing 5,486,250 common shares, at an initial offering price of US$12.00 per ADS. Our initial public offering closed in June 2014.

The total expenses incurred for our company's account in connection with our initial public offering, including the over-allotment option, were approximately US$11.3 million, including underwriting discounts and commissions of approximately US$7.1 million, and other related costs of US$4.2 million. None of the fees and expenses were directly or indirectly paid to the directors, officers, general partners of our company or their associates, persons owning 10% or more of our common shares, or our affiliates.

After deducting the total expenses, we received net proceeds of approximately US$90.4 million from our initial public offering. As of December 31, 2015, all of the net proceeds received from our initial public offering had been used for the following purposes:

- approximately US$57.2 million to invest in technology, infrastructure and product development efforts;
- approximately US$25.3 million to acquire digital media content and exclusive online game licenses; and
- approximately US$7.9 million for other general corporate purposes, including working capital needs and potential acquisitions.

None of the net proceeds from our initial public offering were directly or indirectly paid to the directors, officers, general partners of our company or their associates, persons owning 10% or more of our common shares, or our affiliates.

Item 15. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act.

Based upon that evaluation, our management, with the participation of our chief executive officer and chief financial officer, has concluded that as of December 31, 2018, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file and furnish under the Exchange Act was recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act, for our company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements in accordance with generally accepted accounting principles, including those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of a company's assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, and that a company's receipts and expenditures are being made only in accordance with authorizations of a company's management and directors, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of a company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, a system of internal control over financial reporting can provide only reasonable assurance with respect to consolidated financial statement preparation and presentation and may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act of 2002 and related rules promulgated by the Securities and Exchange Commission, our management, including our chief executive officer and chief financial officer, assessed the effectiveness of internal control over financial reporting as of December 31, 2018 using the criteria set forth in the report "Internal Control — Integrated Framework (2013)" published by the Committee of Sponsoring Organizations of the Treadway Commission (known as COSO). One material weakness, one significant deficiency and other control deficiencies in internal control over financial reporting had been identified as of December 31, 2014, and 2015. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. The material weakness identified was related to a lack of accounting resources in U.S. GAAP and SEC reporting requirements. We have been taking measures to remediate such material weakness. As of December 31, 2018, such material weakness had been remediated due to the measures we have taken. See "—Changes in Internal Control over Financial Reporting" for more information. As a result of the measures we have taken, our management has concluded that we maintain an effective internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

Attestation Report of the Registered Public Accounting Firm

This annual report on Form 20-F does not include an attestation report of the company's independent registered public accounting firm because the company qualified as an "emerging growth company" as defined under the JOBS Act as of December 31, 2018.

Changes in Internal Control over Financial Reporting

In preparing our consolidated financial statements, we and our independent registered public accounting firm identified one material weakness, one significant deficiency and other control deficiencies in our internal control over financial reporting as of December 31, 2014 and December 31, 2015, which had been remediated as of December 31, 2018. As defined in standards established by the PCAOB, a "material weakness" is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

The material weakness identified was related to a lack of accounting resources in U.S. GAAP and SEC reporting requirements, and the significant deficiency identified was related to a lack of documented comprehensive U.S. GAAP accounting manuals and financial reporting procedures and lack of related implementation controls.

To remediate our identified material weakness, significant deficiency and some of other control deficiencies in connection with preparation of our consolidated financial statements, we have adopted a number of measures to improve our internal control over financial reporting. For example, we hired a chief financial officer and a senior financial officer, each of whom has a solid understanding of and extensive work experience involving U.S. GAAP and SEC financial reporting. We engaged an external consulting firm to assist us to assess Sarbanes-Oxley compliance readiness and improve overall internal controls. In 2018, we implemented a staff learning and development policy and an ongoing training program for our accounting and finance staff to provide them with a regular and systematic U.S. GAAP training and knowledge sharing. We amended our accounting manual to include U.S. GAAP and SEC financial reporting requirements and also implemented a regular review process to ensure timely catch up with the new accounting pronouncements as well as the reporting requirements under SEC rules. We also updated and improved our financial reporting process and controls with the advice and assistance from the external consulting firm, including updated our existing process and controls, implemented certain key controls over financial reporting and enhanced the documentations of our process and controls. As such remedial measures had been fully implemented in 2018, our management concluded that the material weakness and significant deficiency had been remediated as of December 31, 2018.

Other than as described above, no changes in our internal controls over financial reporting occurred during the period covered by this annual report that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

Item 16A. Audit Committee Financial Expert

Our board of directors has determined that each of Ms. Jenny Wenjie Wu and Mr. Ya Li, our independent directors (under the standards set forth in Rule 5605(a)(2) of the NASDAQ Listing Rules and Rule 10A-3 under the Securities Exchange Act of 1934) and chairman of our audit committee, is an audit committee financial expert.

Item 16B. Code of Ethics

Our board of directors has adopted a code of business conduct and ethics that applies to our directors, officers and employees, including certain provisions that specifically apply to our chief executive officer, chief financial officer, other executive officers as defined under Rule 405 under the Securities Act of 1933, as amended, senior finance officer, controller, senior vice presidents and any other persons who perform similar functions for us. We have filed our code of business conduct and ethics as Exhibit 99.1 to our registration statement on Form F-1 (File Number 333-196221), as amended, initially filed with the SEC on May 23, 2014. The code is also available on our official website under the corporate governance section at our investor relations website http://ir.xunlei.com.

We hereby undertake to provide to any person without charge, a copy of our code of business conduct and ethics within ten working days after we receive such person's written request.

Item 16C. Principal Accountant Fees and Services

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by PricewaterhouseCoopers Zhong Tian LLP, our principal external auditors, for the periods indicated.

	2016		2017		2018	
			(in US$)			
Audit fees[(1)]	US$	761,535	US$	758,028	US$	754,903
Audit-related fees[(2)]	US$	—	US$	—	US$	—
All other fees[(3)]	US$	—	US$	—	US$	—

(1) "Audit fees" represents the aggregate fees billed for each of the fiscal years listed for professional services rendered by our principal auditors for the audit of our annual financial statements or services that are normally provided by the auditors in connection with statutory and regulatory filings or engagements.

(2) "Audit-related fees" represents the aggregate fees billed for professional services rendered by our principal auditors in connection with our initial public offering in 2014, other than the underlying audit and review of financial statements.

(3) "All other fees" means the aggregate fees for services rendered other than services reported under "Audit fees" and "Audit-related fees" provided by our principal auditors.

The policy of our audit committee is to pre-approve all audit and non-audit services provided by our independent auditors, including audit services, audit-related services and tax services as described above, other than those for de minimis services which are approved by the audit committee prior to the completion of the audit. Our audit committee has approved all of our audit fees, audit-related fees and tax fees for the year ended December 31, 2018.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Item 16F. Change in Registrant's Certifying Accountant

Not applicable.

Item 16G. Corporate Governance

As a Cayman Islands company listed on the NASDAQ Global Select Market, we are subject to the corporate governance standards under the NASDAQ Stock Market Rules. Under Nasdaq Stock Market Rule 5615(a)(3), a foreign private issuer such as us may follow its home-country corporate governance practices in lieu of certain of the Nasdaq Stock Market Rules corporate governance requirements. We strive to comply with most of the Nasdaq corporate governance practices to ensure a high standard of corporate governance. However, our current corporate governance practices differ from Nasdaq corporate governance requirements for U.S. companies in certain respects, as summarized below:

Nasdaq Marketplace Rule 5620(a) requires each issuer to hold an annual meeting of shareholders no later than one year after the end of the issuer's fiscal year-end. The practices of our home country, the Cayman Islands, do not require us to hold annual shareholders meetings every year. We have elected to adopt this practice and did not hold an annual meeting of shareholders for fiscal year 2018. We may, however, hold annual shareholders meeting in the future.

Nasdaq Stock Market Rule 5605(b)(1) requires a Nasdaq-listed company to have a board of directors composed of at least a majority of independent directors. The practices of our home country, the Cayman Islands, do not require us to have a majority of the board of directors composed of independent directors at this time. We have elected to adopt this practice and do not have a board of directors composed of at least a majority of independent directors.

Nasdaq Stock Market Rule 5605(c)(2) requires a Nasdaq-listed company to have an audit committee composed of at least three independent members. The practices of our home country, the Cayman Islands, do not require us to have a three member audit committee at this time. We have elected to adopt this practice and have an audit committee composed of two independent members.

Nasdaq Stock Market Rule 5605(e)(1) requires a Nasdaq-listed company to have a nominations committee composed solely of independent directors to select or recommend for selection director nominees. The practices of our home country, the Cayman Islands, do not require that any of the members of a company's nominations committee be independent directors. We have elected to adopt this practice and our corporate governance and nominating committee is not composed solely of independent directors.

Nasdaq Stock Market Rule 5605(d)(2) requires a Nasdaq-listed company to have a compensation committee composed solely of independent directors. The practices of our home country, the Cayman Islands, do not require that any of the members of a company's compensation committee be independent directors. We have elected to adopt this practice in order to utilize the experience of Mr. Chuan Wang and our compensation committee is not composed solely of independent directors.

Maples and Calder (Hong Kong) LLP, our Cayman Islands counsel, has provided a letter to the NASDAQ Stock Market certifying that under Cayman Islands law, we are not required to follow the above corporate governance standards.

Other than the above, there are no significant differences between our corporate governance practices and those followed by U.S. domestic companies under NASDAQ Stock Market Rules.

Item 16H. Mine Safety Disclosure

Not applicable.

PART III

Item 17. Financial Statements

We have elected to provide financial statements pursuant to Item 18.

Item 18. Financial Statements

The consolidated financial statements of Xunlei Limited, its subsidiaries and its variable interest entity and its subsidiaries are included at the end of this annual report.

Item 19. Exhibits

Exhibit Number	Description of Document
1.1	Eighth amended and restated memorandum and seventh amended and restated articles of association of the Registrant (incorporated by reference to Exhibit 3.2 of our registration statement on Form F-1, as amended (file no. 333-196221), filed with the SEC on June 12, 2014)
2.1	Registrant's specimen American depositary receipt (included in Exhibit 2.3)
2.2	Registrant's specimen certificate for common shares (incorporated by reference to Exhibit 4.2 of our registration statement on Form F-1, as amended (file no. 333-196221), filed with the SEC on June 12, 2014)
2.3	Deposit agreement among the Registrant, the depositary and holders of American depositary receipts, dated June 23, 2014 (incorporated by reference to Exhibit 4.3 to the Registrant's registration statement on Form F-1, as amended (File No. 333-196221), filed with the Securities and Exchange Commission on June 12, 2014)
4.1	Seventh amended and restated shareholders agreement among the Registrant and its subsidiaries, Shenzhen Xunlei Networking Technologies Co., Ltd. and its subsidiaries, shareholders of the Registrant and other parties thereto, dated April 24, 2014 (incorporated by reference to Exhibit 4.4 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on June 12, 2014)
4.2	Series E preferred share purchase agreement, among the Registrant, Xiaomi Ventures Limited and other parties therein, dated as of February 13, 2014 (incorporated by reference to Exhibit 4.6 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.3	Warrant issued by the Registrant to Xiaomi Ventures Limited dated as of March 5, 2014 (incorporated by reference to Exhibit 4.7 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.4	Warrant issued by the Registrant to Skyline Global Company Holdings Limited, dated as of March 5, 2014 (incorporated by reference to Exhibit 4.8 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.5	Supplemental agreement to Series E preferred share purchase agreement, among the Registrant, Xiaomi Ventures Limited and other parties therein, dated as of March 20, 2014 (incorporated by reference to Exhibit 4.9 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.6	Series E preferred share purchase agreement, among the Registrant, King Venture Holdings Limited, Morningside China TMT Special Opportunity Fund, L.P., Morningside China TMT Fund III Co-Investment, L.P. and IDG Technology Venture Investment V, L.P., dated as of April 3, 2014 (incorporated by reference to Exhibit 4.10 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.7	2010 share incentive plan (incorporated by reference to Exhibit 10.1 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.8	2013 share incentive plan (incorporated by reference to Exhibit 10.2 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.9	2014 share incentive plan (incorporated by reference to Exhibit 10.4 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.10	Letter agreement signed by Leading Advice Holdings Limited in relation to 2013 share incentive plan of the Registrant, dated March 20, 2014 (incorporated by reference to Exhibit 10.3 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.11	Letter agreement signed by Leading Advice Holdings Limited in relation to 2014 share incentive plan of the Registrant, dated May 5, 2014 (incorporated by reference to Exhibit 10.5 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.12	Letter agreement signed by Leading Advice Holdings Limited in relation to 2013 share incentive plan and 2014 share incentive plan of the Registrant, dated May 19, 2014 (incorporated by reference to Exhibit 10.6 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.13	Form of indemnification agreement with the Registrant's directors and officers (incorporated by reference to Exhibit 10.7 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on June 12, 2014)

4.14	Form of employment agreement between the Registrant and Executive Officers of the Registrant (incorporated by reference to Exhibit 10.8 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on June 12, 2014)
4.15	English translation of business operation agreement among Giganology Shenzhen, Shenzhen Xunlei and the shareholders of Shenzhen Xunlei, dated November 15, 2006, as amended on March 1, 2012 and further amended on September 29, 2016 (incorporated by reference to Exhibit 4.15 of our annual report on Form 20-F (file no. 001-35224) filed with the SEC on April 20, 2017)
4.16	English translation of equity pledge agreement among Giganology Shenzhen and the shareholders of Shenzhen Xunlei dated November 15, 2006, as amended on May 10, 2011, March 1, 2012 and March 10, 2014 (incorporated by reference to Exhibit 10.10 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.17	English translation of power of attorney between Giganology Shenzhen and Shenglong Zou, dated May 10, 2011 (incorporated by reference to Exhibit 10.11 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.18	English translation of power of attorney between Giganology Shenzhen and Hao Cheng, dated May 10, 2011 (incorporated by reference to Exhibit 10.12 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.19	English translation of power of attorney between Giganology Shenzhen and Fang Wang, dated May 10, 2011 (incorporated by reference to Exhibit 10.13 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.20	English translation of power of attorney between Giganology Shenzhen and Jianming Shi, dated May 10, 2011 (incorporated by reference to Exhibit 10.14 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.21	English translation of power of attorney between Giganology Shenzhen and Guangzhou Shulian Information Investment Co., Ltd., dated May 10, 2011 (incorporated by reference to Exhibit 10.15 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.22	English translation of exclusive technical support and services agreement between Giganology Shenzhen and Shenzhen Xunlei, dated September 16, 2005, as amended on November 15, 2006 and March 10, 2014 (incorporated by reference to Exhibit 10.16 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.23	English translation of exclusive technology consulting and training agreement between Giganology Shenzhen and Shenzhen Xunlei, dated September 16, 2005, as amended on November 15, 2006 and March 10, 2014 (incorporated by reference to Exhibit 10.17 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.24	English translation of proprietary technology license contract between Giganology Shenzhen and Shenzhen Xunlei, dated March 1, 2012 (incorporated by reference to Exhibit 10.18 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.25	English translation of intellectual properties purchase option agreement between Giganology Shenzhen and Shenzhen Xunlei dated March 1, 2012, as amended on March 10, 2014 (incorporated by reference to Exhibit 10.19 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.26	English translation of loan agreement among Giganology Shenzhen, Guangzhou Shulian Information Investment Co., Ltd., Sean Shenglong Zou, Hao Cheng, Fang Wang and Jianming Shi, dated December 22, 2010, as amended on March 1, 2012 and March 10, 2014 (incorporated by reference to Exhibit 10.20 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.27	English translation of loan agreement between Giganology Shenzhen and Sean Shenglong Zou, dated May 10, 2011, as amended on March 1, 2012 (incorporated by reference to Exhibit 10.21 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.28	English translation of equity interests disposal agreement between Giganology Shenzhen, Guangzhou Shulian Information Investment Co., Ltd., Sean Shenglong Zou, Hao Cheng, Fang Wang and Jianming Shi, dated November 15, 2006, as amended on May 10, 2011 and further amended on September 29, 2016 (incorporated by reference to Exhibit 4.28 of our annual report on Form 20-F (file no. 001-35224) filed with the SEC on April 20, 2017)
4.29	English translation of technology development and software license framework agreement between Shenzhen Xunlei and Xunlei Computer dated December 24, 2013 (incorporated by reference to Exhibit 10.23 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on May 23, 2014)
4.30	Content protection agreement by and between Shenzhen Xunlei Networking Technologies Co., Ltd. and other parties thereto dated May 22, 2014 (incorporated by reference to Exhibit 10.24 of our registration statement on Form F-1 (file no. 333-196221) filed with the SEC on June 12, 2014)
4.31	English summary of Assets and Business Transfer Agreement by and between Shenzhen Xunlei Networking Technologies Co., Ltd., Beijing Kingsoft Cloud Network Technology Co., Ltd., Zhuhai Kingsoft Cloud Science and Technology Co., Ltd. and Beijing Kingsoft Cloud Science and Technology Co., Ltd. dated September 2, 2014 (incorporated by reference to Exhibit 4.31 of our annual report on Form 20-F (file no. 001-35224) filed with the SEC on April 20, 2015)
4.32	English translation of the Equity Transfer Agreement dated as of May 13, 2015 by and between Shenzhen Xunlei Networking Technologies Co., Ltd., Beijing Nesound International Media Corp., Ltd. and Shenzhen Xunlei Kankan Information Technologies Co., Ltd. (incorporated by reference to Exhibit 4.32 of our annual report on Form 20-F (file no. 001-35224) filed with the SEC on April 21, 2016)
4.33	English translation of the Business and Assets Transfer Agreement dated as of May 14, 2015 by and among Shenzhen Xunlei Networking Technologies Co., Ltd., Beijing Nesound International Media Corp., Ltd. and Shenzhen Xunlei Kankan Information Technologies Co., Ltd. (incorporated by reference to Exhibit 4.33 of our annual report on Form 20-F (file no. 001-35224) filed with the SEC on April 21, 2016)

4.34*	English summary of General Contract for the Construction of Xunlei Building dated April 24, 2018 between Shenzhen Xunlei Networking Technologies Co., Ltd. and China Construction Second Engineering Bureau Ltd.
4.35*	English translation of the Financing Agreement dated January 2, 2019 between Shenzhen Xunlei Networking Technologies Co., Ltd. and Shanghai Pudong Development Bank Co., Ltd. Shenzhen Branch
4.36*	English translation of the Maximum Mortgage Contract dated January 2, 2019 between Shenzhen Xunlei Networking Technologies Co., Ltd. and Shanghai Pudong Development Bank Co., Ltd. Shenzhen Branch
4.37*	English translation of the Irrevocable Letter of Guarantee of Maximum Amount dated March 15, 2018 between Shenzhen Xunlei Networking Technologies Co., Ltd. and China Merchants Bank Shenzhen Branch
4.38*	English translation of the Credit Agreement dated March 15, 2018 between Shenzhen Xunlei Networking Technologies Co., Ltd. and China Merchants Bank Shenzhen Branch
8.1*	List of principal subsidiaries and variable interest entity of the Registrant
11.1	Code of business conduct and ethics of the Registrant (incorporated by reference to Exhibit 99.1 of our Registration Statement on Form F-1 (file no. 333-196221) filed with the Securities and Exchange Commission on June 12, 2014)
12.1*	Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1**	Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2**	Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1*	Consent of Maples and Calder (Hong Kong) LLP
15.2*	Consent of King & Wood Mallesons
15.3*	Consent of PricewaterhouseCoopers Zhong Tian LLP, an independent registered public accounting firm
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith

** Furnished herewith

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Xunlei Limited

By: /s/ Chuan Wang
Name: Chuan Wang
Title: Chairman of the Board

Date: April 29, 2019

Index to consolidated financial statements

	Page
Report of independent registered public accounting firm	F-2
Consolidated Balance Sheets as of December 31, 2017 and 2018	F-3
Consolidated Statements of Comprehensive Loss for the Years Ended December 31, 2016 , 2017 and 2018	F-5
Consolidated Statements of Changes in Shareholders' Equity for the Years Ended December 31, 2016 , 2017 and 2018	F-7
Consolidated Statement of Cash Flows for the Years ended December 31, 2016 , 2017 and 2018	F-8
Notes to Consolidated Financial Statements	F-10

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Xunlei Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Xunlei Limited and its subsidiaries (the "Company") as of December 31, 2018 and 2017, and the related consolidated statements of comprehensive loss, of changes in shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2018, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers Zhong Tian LLP

Shenzhen, the People's Republic of China
April 29, 2019

We have served as the Company's auditor since 2014.

Xunlei Limited
Consolidated Balance Sheets

(Amounts expressed in thousands of United States dollars ("USD"), except for number of shares and per share data)	Note	As at December 31, 2017	As at December 31, 2018
Assets			
Current assets:			
Cash and cash equivalents	4	233,479	122,930
Short-term investments	5	138,915	196,538
Accounts receivable, net	6	40,632	19,391
Inventories	10	3,879	12,667
Due from related parties	21	6,986	1,137
Prepayments and other current assets	7	6,866	10,236
Held-for-sale assets	3(b)	26	—
Total current assets		**430,783**	**362,899**
Non-current assets:			
Long-term investments	11	42,741	33,638
Deferred tax assets	22	6,072	5,690
Property and equipment, net	8	24,685	21,903
Intangible assets, net	9	5,511	9,991
Goodwill	2(l)	21,760	20,717
Other long-term prepayments and receivables	7	1,885	593
Total assets		**533,437**	**455,431**
Liabilities			
Current liabilities:			
Accounts payable (including accounts payable of the consolidated variable interest entities ("VIE") and its subsidiaries without recourse to the Company of USD 68,469 and USD 48,276 as of December 31, 2017 and 2018, respectively)		49,819	22,629
Due to related parties (including due to related parties of the consolidated VIE and its subsidiaries without recourse to the Company of USD 10 and USD 298 as of December 31, 2017 and 2018, respectively)	21	10	5,234
Contract liabilities and deferred income, current portion (including contract liabilities and deferred income, current portion of the consolidated VIE and its subsidiaries without recourse to the Company of USD 27,738 and USD 29,794 as of December 31, 2017 and 2018, respectively)	12	28,046	30,295
Income tax payable (including income tax payable of the consolidated VIE and its subsidiaries without recourse to the Company of USD 3,128 and USD 2,437 as of December 31, 2017 and 2018, respectively)		3,128	2,503
Accrued liabilities and other payables (including accrued liabilities and other payables of the consolidated VIE and its subsidiaries without recourse to the Company of USD 132,322 and USD 158,288 as of December 31, 2017 and 2018, respectively)	13	59,871	44,065
Held-for-sale liabilities	3(b),14	822	3,309
Total current liabilities		**141,696**	**108,035**

Xunlei Limited
Consolidated Balance Sheets (Continued)

(Amounts expressed in thousands of United States dollars ("USD"), except for number of shares and per share data)	Note	As at December 31, 2017	As at December 31, 2018
Non-current liabilities:			
Contract liabilities and deferred income, non-current portion (including contract liabilities and deferred income, non-current portion of the consolidated VIE and its subsidiaries without recourse to the Company of USD 2,934 and USD 1,850 as of December 31, 2017 and 2018, respectively)	12	3,242	1,850
Deferred tax liabilities (including deferred tax liabilities of the consolidated VIE and its subsidiaries without recourse to the Company of USD nil and USD 1,366 as of December 31, 2017 and 2018, respectively)	22	—	1,366
Due to related parties, non-current portion	21	4,737	—
Other long-term payable		925	—
Total liabilities		**150,600**	**111,251**
Commitments and contingencies	25		
Equity			
Common shares (USD0.00025 par value, 1,000,000,000 shares authorized, 368,877,209 shares issued and 333,643,560 shares outstanding as of December 31, 2017; 368,877,209 shares issued and 336,522,780 shares outstanding as of December 31, 2018)	16	83	84
Additional paid-in-capital		461,330	466,624
Accumulated other comprehensive loss		(7,031)	(12,748)
Statutory reserves		5,132	5,132
Treasury shares (35,233,649 shares and 32,354,429 shares as of December 31, 2017 and 2018, respectively)		9	8
Accumulated deficits		(74,526)	(113,804)
Total Xunlei Limited's shareholders' equity		**384,997**	**345,296**
Non-controlling interests	18	(2,160)	(1,116)
Total liabilities and shareholders' equity		**533,437**	**455,431**

The accompanying notes are an integral part of these consolidated financial statements.

Xunlei Limited
Consolidated Statements of Comprehensive Loss

(Amounts expressed in thousands of USD, except for number of shares and per share data)	Note	Years ended December 31, 2016	2017	2018
Net revenues				
Service revenue		136,442	169,017	177,528
Product revenue		4,543	32,894	54,604
Total revenues, net of rebates and discounts	2(q)	140,985	201,911	232,132
Business taxes and surcharges		(779)	(1,328)	(1,528)
Net revenues		**140,206**	**200,583**	**230,604**
Cost of revenues				
Service	15	(75,571)	(96,391)	(84,033)
Product	15	(4,357)	(21,485)	(31,634)
Total cost of revenues		**(79,928)**	**(117,876)**	**(115,667)**
Gross profit		**60,278**	**82,707**	**114,937**
Operating expenses				
Research and development expenses		(61,169)	(66,947)	(76,763)
Sales and marketing expenses		(14,601)	(19,888)	(35,322)
General and administrative expenses		(26,010)	(36,517)	(40,833)
Assets impairment loss, net		—	(13,556)	(6,348)
Total operating expenses		**(101,780)**	**(136,908)**	**(159,266)**
Operating loss		**(41,502)**	**(54,201)**	**(44,329)**
Interest income		2,158	1,967	1,183
Interest expense		(239)	(239)	(239)
Other income, net	24	6,503	7,880	2,810
Share of loss from equity investees		(195)	(1,875)	(307)
Loss from continuing operations before income tax		**(33,275)**	**(46,468)**	**(40,882)**
Income tax benefit	22	2,469	2,252	89
Net loss from continuing operations		**(30,806)**	**(44,216)**	**(40,793)**
Discontinued operations	3			
Income from discontinued operations before income taxes		7,791	7,538	1,533
Income tax expenses		(1,168)	(1,131)	(230)
Net profit from discontinued operations		6,623	6,407	1,303
Net loss for the year		**(24,183)**	**(37,809)**	**(39,490)**
Less: net (loss)/profit attributable to the non-controlling interest		(72)	13	(212)
Net loss attributable to Xunlei Limited		**(24,111)**	**(37,822)**	**(39,278)**

Xunlei Limited
Consolidated Statements of Comprehensive Loss (Continued)

(Amounts expressed in thousands of USD, except for number of shares and per share data)	Note	Years ended December 31, 2016	2017	2018
Net loss for the year		(24,183)	(37,809)	(39,490)
Other comprehensive (loss)/income: Currency translation adjustments, net of tax		(9,325)	6,413	(5,539)
Comprehensive loss		**(33,508)**	**(31,396)**	**(45,029)**
Less: comprehensive (loss)/income attributable to non-controlling interest		80	(172)	(34)
Comprehensive loss attributable to Xunlei Limited		**(33,588)**	**(31,224)**	**(44,995)**
Earnings/(loss) per share for common shares, basic				
Continuing operations	20	(0.09)	(0.13)	(0.12)
Discontinued operations	20	0.02	0.02	0.00
Total loss per share for common shares, basic		(0.07)	(0.11)	(0.12)
Earnings/(loss) per share for common shares, diluted				
Continuing operations	20	(0.09)	(0.13)	(0.12)
Discontinued operations	20	0.02	0.02	0.00
Total loss per share for common shares, diluted		(0.07)	(0.11)	(0.12)
Weighted average number of common shares used in calculating continuing operations				
Basic	20	334,155,668	331,731,963	334,965,987
Diluted	20	334,155,668	331,731,963	334,965,987

The accompanying notes are an integral part of these consolidated financial statements.

Xunlei Limited
Consolidated statements of changes in shareholders' equity

(Amounts expressed in thousands of USD, except for number of shares and per share data)	Common shares		Treasury stock		Additional paid-in capital	Retained earnings/ (Accumulated deficits)	Statutory reserves	Accumulated other comprehensive income/(loss)	Total Xunlei Limited's shareholders' equity	Non-controlling interest	Total equity
	Shares	Amount	Shares	Amount							
Balance at January 1, 2016	339,319,115	85	29,558,094	7	458,270	(12,593)	5,132	(4,152)	446,749	(2,068)	444,681
Issuance of common shares for exercised share options	440,465	—	(440,465)	—	58	—	—	—	58	—	58
Repurchase of common shares	(12,272,500)	(3)	12,272,500	3	(14,329)	—	—	—	(14,329)	—	(14,329)
Share-based compensation	—	—	—	—	9,348	—	—	—	9,348	—	9,348
Restricted shares vested	3,057,920	1	(3,057,920)	(1)	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	(24,111)	—	—	(24,111)	(72)	(24,183)
Currency translation adjustments	—	—	—	—	—	—	—	(9,477)	(9,477)	152	(9,325)
Balance at December 31, 2016	330,545,000	83	38,332,209	9	453,347	(36,704)	5,132	(13,629)	408,238	(1,988)	406,250
Issuance of common shares for exercised share options	4,000	—	(4,000)	—	11	—	—	—	11	—	11
Repurchase of common shares	(465,350)	(1)	465,350	1	(358)	—	—	—	(358)	—	(358)
Share-based compensation	—	—	—	—	8,330	—	—	—	8,330	—	8,330
Restricted shares vested	3,559,910	1	(3,559,910)	(1)	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	(37,822)	—	—	(37,822)	13	(37,809)
Currency translation adjustments	—	—	—	—	—	—	—	6,598	6,598	(185)	6,413
Balance at December 31, 2017	333,643,560	83	35,233,649	9	461,330	(74,526)	5,132	(7,031)	384,997	(2,160)	382,837
Share-based compensation	—	—	—	—	5,294	—	—	—	5,294	—	5,294
Restricted shares vested	2,879,220	1	(2,879,220)	(1)	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	(39,278)	—	—	(39,278)	(212)	(39,490)
Currency translation adjustments	—	—	—	—	—	—	—	(5,717)	(5,717)	152	(5,565)
Contribution by non-controlling interest holders	—	—	—	—	—	—	—	—	—	197	197
Acquisition of a subsidiary (note (9) (b))	—	—	—	—	—	—	—	—	—	907	907
Balance at December 31, 2018	336,522,780	84	32,354,429	8	466,624	(113,804)	5,132	(12,748)	345,296	(1,116)	344,180

The accompanying notes are an integral part of these consolidated financial statements.

Xunlei Limited
Consolidated Statement of Cash Flows

(Amounts expressed in thousands of USD except for number of shares and per share data)	Years ended December 31, 2016	2017	2018
Cash flows from operating activities			
Net loss for the year	(24,183)	(37,809)	(39,490)
Adjustments to reconcile net loss to net cash generated from/(used in) operating activities (note)			
—Depreciation of property and equipment	6,165	7,948	5,595
—Amortization of intangible assets	2,223	2,101	1,231
—Allowance for doubtful accounts	—	27	7,680
—Impairment/(recovery) of receivables from and prepayments to Kankan	—	8,723	(1,516)
—Loss on disposal of property and equipment	85	85	37
—Share-based compensation	9,348	8,330	5,294
—Share of loss from equity investees	195	1,875	307
—Investment income on short-term investments	(506)	(728)	(1,117)
—Impairment of property and equipment	—	20	—
—Impairment of inventories	—	—	200
—Impairment of intangible assets	—	4,833	—
—Impairment of long-term investments	—	596	7,794
—Deemed disposal gain on long-term investments	(689)	(491)	—
—Interest expense accrued on long-term payable	239	239	239
—Deferred taxes	(954)	(2,214)	1,748
—Deferred government grants	(3,473)	(3,493)	(1,050)
Changes in operating assets and liabilities:			
—Accounts receivable	(5,168)	(20,040)	13,256
—Prepayments and other assets	13,947	(11,418)	(2,000)
—Due from/to related parties	(1,180)	(4,879)	11,457
—Accounts payable	15,855	9,037	(27,728)
—Inventories	59	(2,925)	(10,178)
—Contract liabilities	2,631	(510)	7,680
—Income tax payable	147	339	(390)
—Accrued liabilities and other payables	2,229	26,138	(14,657)
Net cash generated from/(used in) operating activities	**16,970**	**(14,216)**	**(35,608)**
Cash flows from investing activities			
Purchase of short-term investments	(209,034)	(244,781)	(287,553)
Proceeds from disposal of short-term investments	94,139	291,568	223,738
Proceeds from disposal of property and equipment	22	23	442
Proceeds from disposal of long-term investments	3,670	191	—
Purchase of intangible assets	(121)	(481)	(2,121)
Acquisition of long-term investments	(33,233)	(2,793)	—
(Loans to)/repayment of loans from employees	(22)	423	201
Acquisition of property and equipment	(13,756)	(5,318)	(1,419)
Payment for constructions in progress	—	(3,624)	(2,645)
Net cash (used in) /generated from investing activities	**(158,335)**	**35,208**	**(69,357)**
Cash flows from financing activities			
Repurchase of shares	(14,319)	(358)	—
Prepayment for share repurchase plan	712	—	—
Governments grants received	2,508	2,908	732
Proceeds from exercise of vested share options	58	11	—
Contribution by non-controlling interest	—	—	197
Net cash (used in) /generated from financing activities	**(11,041)**	**2,561**	**929**
Net (decrease)/increase in cash and cash equivalents	**(152,406)**	**23,553**	**(104,036)**
Cash and cash equivalents at beginning of year	361,777	199,504	233,479
Effect of exchange rates on cash and cash equivalents	(9,867)	10,422	(6,513)
Cash and cash equivalents at end of year	**199,504**	**233,479**	**122,930**

Xunlei Limited
Consolidated Statement of Cash Flows (Continued)

(Amounts expressed in thousands of USD except for number of shares and per share data)	Years ended December 31, 2016	2017	2018
Supplemental disclosure of cash flow information			
Income tax paid	—	—	—
Non cash investing and financing activities			
—Acquisition of property and equipment in form of other payables	(1,773)	(2,774)	(1,093)

The accompanying notes are an integral part of these consolidated financial statements.

(Amounts in US dollars unless otherwise stated)

1. Organization and nature of operations

Xunlei Limited, previously known as Giganology Limited, (the "Company") was incorporated under the law of the Cayman Islands ("Cayman") as a limited liability company on February 3, 2005. The Company completed its initial public offering ("IPO") on June 24, 2014 on the NASDAQ Global Market. Each American Depositary Shares ("ADSs") of the Company represents five common shares.

These consolidated financial statements include the financial statements of the Company, its subsidiaries, its variable interest entity ("VIE") and the VIE's subsidiaries (collectively referred to as the "Group") as follows:

Name of entities	Place of incorporation	Period of incorporation	Relationship	% of direct or indirect economic ownership	Principal activities
Shenzhen Xunlei Networking Technologies, Co., Ltd. ("Shenzhen Xunlei")	People's Republic of China ("PRC")	January 2003	VIE	100%	Development of software, provision of online and related advertising, membership subscription and online game services; as well as sales of software licenses
Giganology (Shenzhen) Co., Ltd. ("Giganology Shenzhen")	PRC	June 2005	Subsidiary	100%	Development of computer software and provision of information technology services to related companies
Shenzhen Xunlei Wangwenhua Co., Ltd. (formerly known as "Shenzhen Fengdong Networking Technologies Co., Ltd.") ("Wangwenhua")	PRC	December 2005	VIE's subsidiary	100%	Development of software for related companies, provision of advertising services and production of broadcast television programs
Shenzhen Zhuolian Software Co., Ltd. (formerly known as "Xunlei Software (Shenzhen) Co., Ltd.") ("Zhuolian Software")	PRC	January 2010	VIE's subsidiary	100%	Provision of software technology development for related companies
Xunlei Games Development (Shenzhen) Co., Ltd. ("Xunlei Games")	PRC	February 2010	VIE's subsidiary	70%	Development of online game and computer software for related companies and provision of advertising services

(Amounts in US dollars unless otherwise stated)

1. Organization and nature of operations (Continued)

Name of entities	Place of incorporation	Period of incorporation	Relationship	% of direct or indirect economic ownership	Principal activities
Xunlei Network Technologies Limited ("Xunlei BVI")	British Virgin Islands	February 2011	Subsidiary	100%	Holding company
Xunlei Network Technologies Limited ("Xunlei HK")	Hong Kong	March 2011	Subsidiary	100%	Development computer software of related companies and provision of advertising services
Xunlei Computer (Shenzhen) Co., Ltd. ("Xunlei Computer")	PRC	November 2011	Subsidiary	100%	Development of computer software and provision of information technology services
Shenzhen Onething Technologies Co., Ltd. ("Onething")	PRC	September 2013	VIE's subsidiary	100%	Development of computer software, sale of hardware, and provision of information technology services
Beijing Xunjing Technologies Co., Ltd. (formerly known as "Wangxin Century Technologies (Beijing) Co., Ltd.") ("Beijing Xunjing")	PRC	October 2015	VIE's subsidiary	100%	Development of computer software and provision of information technology services
Shenzhen Crystal Interactive Technologies Co., Ltd. ("Crystal Interactive")	PRC	May 2016	VIE's subsidiary	100%	Development of computer software and provision of information technology services
Shenzhen Xunlei Venture Capital Partnership Enterprise (Limited Partnership) ("Xunlei Venture Capital")	PRC	June 2016	VIE's subsidiary	99%	Investments in industries and consultation in investments (note b)
Beijing Onething Technologies Co., Ltd. ("Beijing Onething")	PRC	January 2017	VIE's subsidiary	100%	Provision of technology services and development of computer software

(Amounts in US dollars unless otherwise stated)

1. Organization and nature of operations (Continued)

Name of entities	Place of incorporation	Period of incorporation	Relationship	% of direct or indirect economic ownership	Principal activities
HK Onething Technologies Ltd. ("HK Onething")	Hong Kong	December 2017	subsidiary	100%	Development of cloud computing technology and provision of related services
Hainan Onething E-Sports Co., Ltd. ("Hainan Onething")	PRC	May 2018	VIE's subsidiary	100%	Development and research of computer software and operation of online games
Henan Tourism Information Co., Ltd. ("Henan Tourism")	PRC	June 2018	VIE's subsidiary	80%	Software development, tourism consulting and other related services (note c)
Xi'an Onething Blockchain Technologies Co., Ltd. ("Xi'an Onething")	PRC	July 2018	VIE's subsidiary	100%	Development and research of blockchain technology and computer software
Onething Co., Ltd. (Thailand) ("Thailand Onething") (note 18)	Thailand	July 2018	subsidiary	49%	Development of cloud computing technology and provision of related services
Hainan Xunlei Blockchain Technology Co., Ltd. ("Hainan Xunlei")	PRC	August 2018	VIE's subsidiary	100%	Development and research of blockchain technology and computer software

Note a: The English names of the PRC companies represent management's translation of the Chinese names of these companies as they have not adopted formal English names.

Note b: As at December 31, 2018, Xunlei Venture Capital was in the process of deregistration.

Note c: Henan Tourism was acquired in June 2018.

1. Organization and nature of operations (Continued)

The Group engages primarily in the provision of premium downloading services to its members, online advertising services on its websites and mobile phone applications, sales of bandwidth, sales of cloud computing hardwares, platform for live streaming services, online game platforms for game developers and users, and other internet value added services.

To comply with the PRC laws and regulations that prohibit or restrict foreign ownership of companies that provide online advertising services, operate online games, and hold Internet Content Provider (''ICP'') license, the Company conducts its business through Shenzhen Xunlei, its consolidated VIE.

Through the various agreements enacted among the Company, Giganology Shenzhen, a wholly owned subsidiary of the Company, Shenzhen Xunlei and legal shareholders of Shenzhen Xunlei (the "Restructuring"), the Company received all of the economic benefits and residual interest and absorbed all of the risks and expected losses from Shenzhen Xunlei.

Details of certain key agreements with the VIE are as follows:

—**Loan Agreements** between Giganology Shenzhen and the shareholders of Shenzhen Xunlei— Giganology Shenzhen provided interest-free loans of RMB 9 million to the legal shareholders of Shenzhen Xunlei for them to make contributions as registered capital into Shenzhen Xunlei. The term of these agreements last for two years from the date it was signed, and will be automatically extended afterwards on a yearly basis until each legal shareholder of Shenzhen Xunlei has repaid the loans in its entirety in accordance with the loan agreement. The legal shareholders would not be allowed to transfer their interests in Shenzhen Xunlei without prior consent of Giganology Shenzhen. According to the loan agreements, the loans can only be repaid in the form of common shares of Shenzhen Xunlei. At any time during the term of the loan agreements, Giganology Shenzhen may, at their sole discretion, requires any of the legal shareholders of Shenzhen Xunlei to repay all or any portion of their outstanding loan under the agreement.

Under a separate loan agreement between Giganology Shenzhen and Mr. Sean Shenglong Zou as a legal shareholder of Shenzhen Xunlei, Giganology Shenzhen made an additional interest-free loan of RMB20 million to Mr. Sean Shenglong Zou, the entire amount of which was contributed to the registered capital of Shenzhen Xunlei, increasing the registered capital of Shenzhen Xunlei to RMB 30 million. The term of this agreement last for two years from the date it was signed, and will be automatically extended afterwards on a yearly basis until Mr. Zou has repaid the loan in its entirety in accordance with the loan agreement. This loan will be deemed to be repaid when all equity interest held by the shareholders in Shenzhen Xunlei has been transferred to Giganology Shenzhen or its designated parties. At any time during the term of this loan agreement, the Company may, at their sole discretion, require all or any portion of the outstanding loan under the agreement to be repaid.

—**Business Operation Agreements** between Giganology Shenzhen and Shenzhen Xunlei—Under these agreements, Giganology Shenzhen has the rights to direct the operating activities of Shenzhen Xunlei, including the appointment of senior management. The legal shareholders of Shenzhen Xunlei also transferred all their shareholders' rights to Giganology Shenzhen. The term of this agreement will expire in 2016 and may be extended with Giganology Shenzhen's confirmation prior to the expiration date. For instance, in May 2011, Shenzhen Xunlei sought and obtained consent from Giganology Shenzhen and the Company to increase its registered capital by RMB20 million and to revise its articles of association accordingly. This agreement expired on November 15, 2016 and has been extended to 2026.

1. Organization and nature of operations (Continued)

—**Equity Pledge Agreement** between Giganology Shenzhen and the legal shareholders of Shenzhen Xunlei—Under this agreement, the legal shareholders of Shenzhen Xunlei pledged all of their equity interests in Shenzhen Xunlei to Giganology Shenzhen. If Shenzhen Xunlei and/or its legal shareholders breach their contractual obligations under this agreement, Giganology Shenzhen, as pledgee, will be entitled to certain rights, including the right to sell the pledged equity interests.

—**Power of Attorney**—Each legal shareholder of Shenzhen Xunlei appointed Giganology Shenzhen as its attorney-in-fact to exercise their shareholders' rights in Shenzhen Xunlei, including shareholders' voting rights. Each power of attorney will remain in force for 10 years unless the business operation agreement among Giganology Shenzhen, Shenzhen Xunlei and the legal shareholders of Shenzhen Xunlei is terminated in advance. This period may be extended at Giganology Shenzhen's discretion.

—**Service Agreements** between Giganology Shenzhen and Shenzhen Xunlei—Under various service agreements, Giganology Shenzhen will provide services including technical support, training, as well as consulting services to Shenzhen Xunlei in exchange for a service fee. These service agreements include the Exclusive Technology Support and Services Agreement, the Exclusive Technology Consulting and Training Agreement and the Software and Proprietary Technology License Contract. Giganology Shenzhen is entitled to service fees equal to 20%, 20% and 40% of the pre-tax operating profit of Shenzhen Xunlei according to the terms and provisions of these agreements, respectively (in aggregate 80% of pre-tax operating profit of Shenzhen Xunlei). In addition, these agreements also allow both parties to review and adjust the above mentioned percentage every six months according to the business operation and income of Shenzhen Xunlei so as to enable Giganology Shenzhen to extract substantially all the after tax operating profit of Shenzhen Xunlei. The amount of service fees payable from Shenzhen Xunlei to Giganology Shenzhen for the years ended December 31, 2016, 2017 and 2018 was USD 1,088,000, USD 1,155,000 and USD 825,000, respectively.

For the Exclusive Technology Support and Services Agreement and the Exclusive Technology Consulting and Training Agreement, the term of these agreements will expire in 2025 and may be extended with Giganology Shenzhen's written confirmation prior to the expiration date. Giganology Shenzhen is entitled to terminate the agreement at any time by providing 30 days' prior written notice to Shenzhen Xunlei.

For the Proprietary Technology License Contract, the term of this contract will expire in 2022 and may be extended with Giganology Shenzhen's written confirmation prior to the expiration date. Giganology Shenzhen grants Shenzhen Xunlei a non-exclusive and non-transferable right to use Giganology Shenzhen's proprietary technology. Shenzhen Xunlei can only use the proprietary technology to conduct business according to its authorized business scope. Giganology Shenzhen or its designated representative(s) owns the rights to any new technology developed due to implementation of this contract.

—Intellectual Properties Purchase Option Agreement between Giganology Shenzhen and Shenzhen Xunlei. Giganology Shenzhen has an option to acquire Shenzhen Xunlei's intellectual properties at the lowest price permissible by the then-applicable PRC laws and regulation. The term of this contract will expire in 2022 and may be automatically extended for an additional 10 years at Giganology Shenzhen's discretion.

—**Call Option Agreement**—Giganology Shenzhen has an option to acquire all of the outstanding shares of Shenzhen Xunlei at a purchase price equal to RMB 1 or the lowest price permissible by the then-applicable PRC laws and regulation. The term of the agreement will expire in 2022 and may be extended at Giganology Shenzhen's discretion.

As a result of these agreements (collectively defined as "Structured Service Contracts"), Giganology Shenzhen can exercise effective control over Shenzhen Xunlei, receives all of the economic benefits and residual interest and absorbs all of the risks and expected losses from Shenzhen Xunlei as if it were the sole shareholder, and has an exclusive option to purchase all of the equity interest in Shenzhen Xunlei at a minimal price. Therefore, Giganology Shenzhen is considered the primary beneficiary of Shenzhen Xunlei and accordingly Shenzhen Xunlei's results of operations, assets and liabilities have been consolidated in the Company's financial statements.

1. Organization and nature of operations (Continued)

VIE-Related Risks

It is possible that the Group's operation of certain of its operations and businesses through VIEs could be found by PRC authorities to be in violation of PRC laws and regulations prohibiting or restricting foreign ownership of companies that engage in such operations and businesses. While the Group's management considers the possibility of such a finding by PRC regulatory authorities under current laws and regulations to be remote, on January 19, 2015, the Ministry of Commerce of the PRC, or (the "MOFCOM") released on its Website for public comment a proposed PRC law (the "Draft FIE Law") that appears to include VIEs within the scope of entities that could be considered to be foreign invested enterprises (or "FIEs") that would be subject to restrictions under existing PRC law on foreign investment in certain categories of industry. Specifically, the Draft FIE Law introduces the concept of "actual control" for determining whether an entity is considered to be an FIE. In addition to control through direct or indirect ownership or equity, the Draft FIE Law includes control through contractual arrangements within the definition of "actual control." If the Draft FIE Law is passed by the People's Congress of the PRC and goes into effect in its current form, these provisions regarding control through contractual arrangements could be construed to reach the Group's VIE arrangements, and as a result the Group's VIEs could become explicitly subject to the current restrictions on foreign investment in certain categories of industry. The Draft FIE Law includes provisions that would exempt from the definition of foreign invested enterprises entities where the ultimate controlling shareholders are either entities organized under PRC law or individuals who are PRC citizens.

On December 26, 2018, the Standing Committee of National People's Congress published the Draft FIE Law on its official website for public consultation The 2018 Draft Foreign Investment Law does not explicitly recognize the variable interest entity structure as a form of foreign investment. Since the 2018 Draft Foreign Investment Law remains silent with respect to the variable interest entity structure as a form of foreign investment, the validity of the Group's VIE structure as a whole and each of the agreements comprising VIEs will not be affected by the 2018 Draft Foreign Investment Law. It leaves leeway for government's future regulation of the variable interest entity structure. However, the 2018 Draft Foreign Investment Law was planned to be submitted to the 2nd Session of the 13th National People's Congress for deliberation and voting. Substantial uncertainties exist with respect to its enactment timetable, interpretation and implementation, and whether it will be enacted in the current form. In addition to three major forms of foreign investment, foreign investment also includes any other form of foreign investments set forth in laws, administrative regulations, or provisions of the State Council. It is possible that future laws, administrative regulations, or provisions of the State Council may recognize the variable interest entity structure as a form of foreign investment but at the same time impose additional requirements/restrictions on the contractual arrangements. It is also possible that further laws, administrative regulations, or provisions of the State Council may explicitly exclude the variable interest entity structure as a form of foreign investment.

If a finding were made by PRC authorities, under existing laws and regulations or under the Draft FIE Law if it becomes effective, that the Group's operation of certain of its operations and businesses through VIEs, regulatory authorities with jurisdiction over the licensing and operation of such operations and businesses would have broad discretion in dealing with such a violation, including levying fines, confiscating the Group's income, revoking the business or operating licenses of the affected businesses, requiring the Group to restructure its ownership structure or operations, or requiring the Group to discontinue all or any portion of its operations. Any of these actions could cause significant disruption to the Group's business operations, and have a severe adverse impact on the Group's cash flows, financial position and operating performance.

1. Organization and nature of operations (Continued)

VIE-Related Risks (Continued)

In addition, it is possible that the contracts among the Group, the Group's VIEs and shareholders of its VIEs would not be enforceable in China if PRC government authorities or courts were to find that such contracts contravene PRC law and regulations or are otherwise not enforceable for public policy reasons. In the event that the Group was unable to enforce these contractual arrangements, the Group would not be able to exert effective control over the affected VIEs. Consequently, such VIE's results of operations, assets and liabilities would not be included in the Group's consolidated financial statements. If such were the case, the Group's cash flows, financial position and operating performance would be severely adversely affected. The Group's contractual arrangements with respect to its consolidated VIEs are approved and in place. The Group's management believes that such contracts are enforceable, and considers the possibility remote that PRC regulatory authorities with jurisdiction over the Group's operations and contractual relationships would find the contracts to be unenforceable.

2. Summary of significant accounting policies

(a) Basis of presentation and use of estimates

The consolidated financial statements of the Group have been prepared in accordance with accounting principles generally accepted in the United States of America (''U.S. GAAP''). Significant accounting policies followed by the Group in the preparation of the accompanying consolidated financial statements are summarized below.

The Restructuring was accounted for at historical costs. The assets and liabilities of Shenzhen Xunlei are consolidated in the Company's financial statements at carryover basis.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the accompanying consolidated financial statements and related disclosures. Actual results could differ materially from these estimates. Significant accounting estimates reflected in the Group's consolidated financial statements mainly include allowance for doubtful accounts, valuation allowance of deferred tax assets, sales rebate to advertising agencies, amortization period of online game revenue, amortization of content copyrights, fair value of content copyrights exchange, impairment assessment of goodwill and impairment assessment of long-lived assets. In addition, the Group uses assumptions in a valuation model to estimate the fair value of share options granted, warrants issued and underlying common shares.

Management bases the estimates on historical experience and on various other assumptions that are believed to be reasonable, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results could differ from these estimates.

(b) Consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries, VIE for which the Company is the primary beneficiary and its subsidiaries. All significant transactions and balances among the Company, its subsidiaries, VIE and its subsidiaries have been eliminated upon consolidation.

A subsidiary is an entity in which the Company, directly or indirectly, controls more than one-half of the voting power, or has the power to appoint or remove the majority of the members of the board of directors to cast majority of votes at meetings of the board of directors or to govern the financial and operating policies of the investee under a statute or agreement among the shareholders or equity holders.

An entity is considered to be a VIE if the entity's equity holders do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

2. Summary of significant accounting policies (Continued)

(b) Consolidation (Continued)

The Group consolidates entities for which the Company is the primary beneficiary if the entity's other equity holders do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties.

In determining whether the Company or its subsidiary is the primary beneficiary of a VIE, the Company considered whether it has the power to direct activities that are significant to the VIE's economic performance, including the power to appoint senior management, right to direct company strategy, power to approve capital expenditure budgets, and power to establish and manage ordinary business operation procedures and internal regulations and systems.

Management has evaluated the contractual arrangements among Giganology Shenzhen, Shenzhen Xunlei and its shareholders and concluded that Giganology Shenzhen receives all of the economic benefits and absorbs all of the expected losses from Shenzhen Xunlei and has the power to direct the aforementioned activities that are significant to Shenzhen Xunlei's economic performance, and is the primary beneficiary of Shenzhen Xunlei. Therefore, Shenzhen Xunlei and its subsidiaries' results of operation, assets and liabilities have been included in the Group's consolidated financial statements. Management monitors the regulatory risk associated with these contractual arrangements. See Note 26 for further discussion.

Non-controlling interests represent the portion of the net assets of a subsidiary attributable to interests that are not owned by the Company. The non-controlling interests are presented in the consolidated balance sheets, separately from equity attributable to the shareholders of the Company. Non-controlling interests in the results of the Group is presented on the face of the consolidated statements of comprehensive income as an allocation of the total income or loss for the year between non-controlling shareholders and the shareholders of the Company.

(c) Discontinued operations

When disposals that represent a strategic shift that has (or will have) a major effect on the entity's results and operations would qualify as discontinued operations. Discontinued operations are reported when a component of an entity comprising operations and cash flows that can be clearly distinguished, operationally and for financial reporting purposes, from the rest of the entity is classified as held for disposal or has been disposed of, if the component either (1) represents a strategic shift or (2) have a major impact on an entity's financial results and operations. Examples include a disposal of a major geographical location, line of business, or other significant part of the entity, or disposal of a major equity method investment. In the consolidated statement of comprehensive income, result from discontinued operations is reported separately from the income and expenses from continuing operations and prior periods are presented on a comparative basis. Cash flows for discontinuing operations are presented separately in note 3. In order to present the financial effects of the continuing operations and discontinued operations, revenues and expenses arising from intra-group transactions are eliminated except for those revenues and expenses that are considered to continue after the disposal of the discontinued operations.

Non-current assets or disposal groups are classified as held for sale assets when the carrying amount is to be recovered principally through a sale transaction rather than through continuing use. For this to be the case, the asset or disposal group must be available for immediate sale in its present condition subject only to terms that are usual and customary for sale of such assets or disposal groups and the sale must be highly probable. Non-current assets classified as held for sale and disposal groups are measured at the lower of their carrying or fair value less costs to sell.

2. Summary of significant accounting policies (Continued)

(d) Foreign currency translation

The Company's reporting and functional currency is the United States Dollar (''USD''). Xunlei BVI and Xunlei HK's functional currency is the USD. The functional currency of other subsidiaries, VIE and its subsidiaries located in the PRC is the Renminbi (''RMB''), which is their respective local currency. Transactions denominated in foreign currencies are remeasured into the functional currency at the exchange rates prevailing on the transaction dates. Financial assets and liabilities denominated in foreign currencies are remeasured into the functional currency using the applicable exchange rates prevailing at the balance sheet date. The resulting exchange gains and losses from foreign currency transactions are included in other income (loss) within the consolidated statements of comprehensive income.

The Company uses the monthly average exchange rate for the year and the exchange rates at the balance sheet date to translate the operating results and financial position, respectively, of its subsidiaries whose functional currency is other than the USD. The resulting translation differences are recorded in cumulated translation adjustments, a component of shareholders' equity.

The exchange rate used is released by Chinese State Administration of Foreign Exchange.

(e) Cash and cash equivalents

Cash and cash equivalents include cash on hand, cash in bank and time deposits placed with banks or other financial institutions, which have original maturities of three months or less and are readily convertible to known amounts of cash.

(f) Short-term investments

Short-term investments include deposits placed with banks with original maturities of more than three months but less than one year and investments in financial instruments with a variable interest rate indexed to the performance of underlying assets. In accordance with *ASC 825 Financial Instruments*, for investments in financial instruments with a variable interest rate indexed to performance of underlying assets, the Group elected the fair value method at the date of initial recognition and carried these investments subsequently at fair value. Changes in the fair value are reflected in the consolidated statements of comprehensive income. Interest generated from short term investments are recorded when interest payments are received at the maturity date. It is recorded as "other income" on the statement of comprehensive income and measured based on the actual amount of interest the Group received.

(g) Fair value of financial instruments

The Group's financial instruments consist principally of cash and cash equivalents, short-term investments, accounts receivable, other receivables, amounts due from/(to) related parties, accounts payable, and other payables. The carrying value of these balances, with the exception of short-term investments (see note 2 (f)), approximates their fair value due to the current and short term nature of these balances.

(h) Accounts receivable, net

Accounts receivable are presented net of allowance for doubtful accounts. The Group evaluates the creditworthiness of each customer at the time when services are rendered and continuously monitor the recoverability of the accounts receivable.

The Group uses specific identification method in providing for bad debts when facts and circumstances indicate that collection is doubtful and a loss is probable and estimable. If the financial conditions of its customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances might be required. The allowance for doubtful accounts is based on the best facts available and is re-evaluated and adjusted on a regular basis as additional information is received.

2. Summary of significant accounting policies (Continued)

(h) Accounts receivable, net (Continued)

Some of the factors that the Group considers in determining whether a bad debt allowance is recorded on an individual customer are:

1) the customer's past payment history and whether it fails to comply with its payment schedule;

2) whether the customer is in financial difficulty due to economic or legal factors;

3) a significant dispute with the customer has occurred;

4) the objective evidence which indicates non-collectability of the accounts receivable.

The allowances provided for Accounts Receivable from continuing operations as of December 31, 2017 and 2018 were USD 31,000 and USD 7,709,000, respectively.

If the Group determines that an allowance is needed for a customer, the Group will discontinue business with it unless they start to resume payment. The accounts receivable is written-off when the Group ceases to pursue collection. Any changes in the estimates may cause the Group's operating results to fluctuate.

(i) Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined using actual cost on a weighted average basis. Net realizable value is the amount that can be realized from the sale of the inventory in the normal course of business after allowing for the costs of realization.

(j) Long-term investments

The Group holds investments in privately held companies. Prior to adopting ASU 2016-01, *Financial Instruments* on January 1, 2018, for those investments over which the Group does not have significant influence and without readily determined fair value, the Group carried the investment at cost and only adjusted for other-than-temporary declined in fair value and distribution of earnings that exceed the Group’s share of earnings.

On January 1, 2018, the Group adopted ASU 2016-01, *Financial Instruments*, and started to measure long-term equity investments, other than equity method investments, at fair value through earnings. For those investments over which the Group does not have significant influence and without readily determinable fair value, the Group elected to record these investments at cost, less impairment, and plus or minus subsequent adjustments for observable price changes. Under this measurement alternative, changes in the carrying value of equity investments will be required to be made whenever there are observable price changes in orderly transactions for the identical or similar investment of the same issuer.

Management regularly evaluates the impairment of long-term equity investments based on performance and financial position of the investee as well as other evidence of market value. Such evaluation includes, but it not limited to, reviewing the investee’s cash position, recent financing, projected and historical financial performance, cash flow forecasts and financing needs. An impairment loss recognised equal to the excess of the investment costs over its fair value at the end of each reporting period for which the assessment is made. The fair value would then become the new cost basis of investment.

During the years ended December 31, 2016, 2017 and 2018 the Group recognized an impairment of USD 1.66 million, USD 0.6 million and USD 7.8 million, respectively. During the years ended December 31, 2016, 2017 and 2018, the Group recognized share of loss of equity investees of USD nil, USD 1.3 million and USD 0.3 million from Shenzhen Mojinggou Information Services Co., Ltd. (previously known as Xunlei Big Data Information Service Co., Ltd.) (“Big Data”) and Zhuhai Qianyou Technology, Co., Ltd. (“Zhuhai Qianyou”) respectively.

2. Summary of significant accounting policies (Continued)

(k) Property and equipment

Property and equipment are stated at historical cost less accumulated depreciation and impairment loss, if any. Depreciation is calculated using the straight-line method over their estimated useful lives. Residual rate is determined based on the economic value of the asset at the end of the estimated useful life as a percentage of the original cost. If the Group commits to a plan to abandon a long-lived asset before the end of its previous estimated useful life, depreciation shall be revised to reflect a shortened useful life.

	Estimated useful lives	Residual rate
Servers and network equipment	5 years	5%
Computer equipment	5 years	5%
Furniture, fittings and office equipment	5 years	5%
Motor vehicles	5 years	5%
Leasehold improvements	shorter of lease term or 3 years	—

Repair and maintenance costs are expensed as incurred. Expenditures that substantially increase an asset's useful life are capitalized. Upon sale or disposal, gain or loss on the disposal of property and equipment is the difference between the net sales proceeds and the carrying amount of the relevant assets and is recognized in the consolidated statements of comprehensive loss. The cost and related accumulated depreciation are removed from the balance sheets.

(l) Goodwill

Goodwill represents the excess of the purchase consideration over the fair value of the identifiable tangible and intangible assets acquired and liabilities assumed from the acquired entity as a result of the Company's acquisitions of interests in its subsidiaries and consolidated VIEs. Goodwill is not amortized but is tested for impairment on an annual basis, or more frequently if events or changes in circumstances indicate that it might be impaired. The Company first assesses qualitative factors to determine whether it is necessary to perform the two-step quantitative goodwill impairment test. In the qualitative assessment, the Company considers primary factors such as industry and market considerations, overall financial performance of the reporting unit, and other specific information related to the operations. Based on the qualitative assessment, if it is more likely than not that the fair value of each reporting unit is less than the carrying amount, the quantitative impairment test is performed.

In performing the two-step quantitative impairment test, the first step compares the fair values of each reporting unit to its carrying amount, including goodwill. If the fair value of each reporting unit exceeds its carrying amount, goodwill is not considered to be impaired and the second step will not be required. If the carrying amount of a reporting unit exceeds its fair value, the second step compares the implied fair value of goodwill to the carrying value of a reporting unit's goodwill. The implied fair value of goodwill is determined in a manner similar to accounting for a business combination with the allocation of the assessed fair value determined in the first step to the assets and liabilities of the reporting unit. The excess of the fair value of the reporting unit over the amounts assigned to the assets and liabilities is the implied fair value of goodwill. This allocation process is only performed for the purposes of evaluating goodwill impairment and does not result in an entry to adjust the value of any assets or liabilities. Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, allocation of assets, liabilities and goodwill to reporting units, and determination of the fair value of each reporting unit.

No goodwill impairment losses were recognized for the years ended December 31, 2016, 2017 and 2018 based on the impairment test performed by the Group.

2. Summary of significant accounting policies (Continued)

(m) Intangible assets

Intangible assets, which include computer software, internal use software development costs, online game licenses, domain names, land use rights, trademarks, technology (including right-to-use), non-compete agreement and audio-visual license, are carried at cost less accumulated amortization and impairment loss, if any. Exclusive game licenses are amortized using the straight-line method over their licensing period of three years. Computer software, internal use software and domain name are amortized using the straight-line method over their estimated useful life of five years. Land use right is amortized using the straight-line method over their estimated useful life of thirty years. Audio-visual license acquired is amortized using the straight-line method over its estimated useful life of nine years.

(n) Impairment of long-lived assets

For other long-lived assets, the Group evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may no longer be recoverable. The Group assesses the recoverability of the long-lived assets by comparing the carrying value of the long-lived assets to the estimated undiscounted future cash flows expected to be received from use of the assets and their eventual disposition at the lowest level of identifiable cash flows. Such assets are considered to be impaired if the sum of the expected undiscounted cash flows is less than the carrying amount of the assets. If the Group identifies an impairment, the carrying value of the asset will be reduced to its estimated fair value based on a discounted cash flow approach or, when available and appropriate, to comparable market values.

(o) Commitments and contingencies

In the normal course of business, the Group is subject to contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters. Liabilities for such contingencies are recorded when it is probable that a liability has been incurred and the amount of the assessment can be reasonably estimated. In regards to legal cost, the Group recorded such costs as incurred.

Certain conditions may exist as of the date the financial statements are issued, which may result in a loss to the Group, but which will only be resolved when one or more future events occur or fail to occur. The Group's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Group or unasserted claims that may result in such proceedings, the Group, in consultation with its legal counsel, evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Group's financial statements. If the assessment indicates that a potentially material loss contingency is not probable, but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss, if determinable and material, would be disclosed.

(p) Operating leases

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Payments made under operating lease are charged to the statements of comprehensive income on a straight-line basis over the period of the lease.

2. Summary of significant accounting policies (Continued)

(q) Revenue recognition

The Group adopted ASC Topic 606 Revenue from Contracts with Customer ("ASC 606"), from January 1, 2018, using the modified retrospective method. Revenues for the year ended December 31, 2018 were presented under ASC 606, and revenues for the years ended December 31, 2017 and 2016 were not adjusted and continue to be presented under ASC Topic 605, Revenue Recognition. The core principle of the ASC 606 is an entity should recognize revenues to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Adoption had no significant impact on the consolidated financial statements. Significant accounting policy and relevant disclosure have been updated hereinafter.

Effective January 1, 2018, the Group evaluates and recognizes revenue based on the criteria set forth in ASC 606 by:

Step 1: Identify the contract(s) with a customer
Step 2: Identify the performance obligations in the contract
Step 3: Determine the transaction price
Step 4: Allocate the transaction price to the performance obligations in the contract
Step 5: Recognize revenues when (or as) the entity satisfies a performance obligation

Revenue is recognized when or as the control of the services or goods is transferred to the customer. Depending on the terms of the contract and the laws that apply to the contract, control of the services and goods may be transferred over time or at a point in time.

A contract liability is the Group's obligation to transfer goods or services to a customer for which the Group has received consideration (or an amount of consideration is due) from the customer. Contract costs includes incremental costs of obtaining a contract and costs to fulfil a contract.

The Group generates revenues from various streams. Net revenues presented in the consolidated statements of loss represent revenues from service and product sales net off sales discount, value-added tax and related surcharges. The Group operates a prepaid virtual items system, under which, prepaid virtual items at fixed face value are sold to third parties. Virtual items purchased can be used to subscribe for membership or purchase of virtual items in online games and live streaming, as discussed below. Virtual items sold but not yet consumed by the users are recorded as "Receipts in advance from customers" and upon consumption, they are recognized as membership subscription, online game revenue and live streaming revenue according to the respective prescribed revenue recognition policies addressed below.

The Group's revenue recognition policies effective on the adoption date of ASC 606 are as follows:

I) Subscription revenues

The Group operates a VIP membership program where VIP members can have access to high speed online acceleration services, online streaming and other access privileges. The membership fee is time-based and is collected up-front from subscribers except in the cases when they elect to pay via their mobile operators. The membership fee is collected when the subscribers pay for the monthly phone bills. The terms of time-based subscriptions range from one month to twelve months, with the subscribers having the option to renew the contract. The receipt of subscription fee is initially recorded as contract liabilities. The Group satisfies its various performance obligations by providing services throughout the subscription period and revenue is recognized rateably over the period of subscription as services are rendered. Unrecognized portion beyond 12 months from balance sheet date is classified as a long-term liability. The Group evaluated the principal versus agent criteria and determined that the Group is the principal in the transaction and accordingly record revenue on a gross basis. In determining whether to report revenues gross for the amount of subscription revenue, the Group assesses whether it maintains the principal relationship with the VIP members, whether it bears the credit risk and whether it establishes prices for the end users. Service fees levied by online system, fixed phone line and mobile payment channels (''Payment handling charges'') are recorded as the cost of revenues in the same period as the revenue for the membership fee is recognized.

2. Summary of significant accounting policies (Continued)

(q) Revenue recognition (Continued)

II) Advertising revenues

Advertising revenues are derived principally from arrangements where the advertisers pay to place their advertisements on the Group's platform over a particular period of time. It includes multiple performance obligations, primarily for advertisements to be displayed in different spots at different times, placed under different formats including but are not limited to videos, banners, links, logos and buttons. Advertisements on the Group's platform are generally charged on the basis of duration, and advertising contracts are signed to establish the fixed price and the advertising services to be provided. The Group enters into advertising contracts with third party advertising agencies that represents advertisers, as well as directly with advertisers. A typical contract term would range from a few days to 3 months. Both third party advertising agencies and direct advertisers are generally billed at the end of the display period and payments are due usually within 3 months.

Where the Group's customers purchase multiple advertising spaces with different display periods in the same contract, the Group allocates the total consideration to the various advertising elements based on their relative fair values and recognizes revenue for the different elements over their respective display periods. The Group determines the fair values of different advertising elements based on the prices charged when these elements were sold on a standalone basis. The Group recognizes revenue on the elements delivered and defers the recognition of revenue for the fair value of the undelivered elements until the remaining obligations have been satisfied. Where all of the elements within an arrangement are delivered uniformly over the agreement period, the revenue is recognized on a straight line basis over the contract period.

Transactions with third party advertising agencies

For contracts entered into with third party advertising agencies, the third party advertising agencies will in turn sell the advertising services to advertisers. Revenue is recognized ratably over the contract period of display.

The Group provides sales incentives in the forms of discounts and rebates to third party advertising agencies based on purchase volume. As the advertising agencies are viewed as the customers in these transactions, revenue is recognized based on the price charged to the agencies, net of sales incentives provided to the agencies. Sales incentives are estimated and recorded at the time of revenue recognition based on the contracted rebate rates and estimated sales volume based on historical experience.

Transactions with third party advertising platforms

Xunlei began to cooperate with third party advertising platforms such as Guangdiantong and Baidu since the fourth quarter in 2015. In this business model, advertisers put their content on third party advertising platforms and platforms will dispatch the advertising content to Xunlei's platforms by certain analysis systematically. As the third party advertising platforms are viewed as the customers in these transactions, revenue is recognized monthly based on the data publicized on third party platforms and the price charged to these advertising platforms.

2. Summary of significant accounting policies (Continued)

(q) Revenue recognition (Continued)

II) Advertising revenues (Continued)

Transactions with advertisers

The Group also enters into advertisement contracts directly with advertisers. Under these contracts, similar to transactions with third party advertising agencies, the Group recognizes revenue ratably over the contract period of display. The terms and conditions, including price, are fixed according to the contract between the Group and the advertisers. The Group also performs credit assessment of all advertisers prior to entering into contracts. Revenue is recognized based on the amount charged to the advertisers, net of discounts.

The Group has estimated and recorded sales rebates provided to the agencies and advertisers of USD 15,000, USD 440,000 and USD 394,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

III) Live streaming revenue

The Group operates live streaming platform and users can purchase virtual gifts which they can then send to performers in the live streaming platform. The consumption of each virtual gift sold to users is considered as the performance obligation. The Group does not have further obligations to the user after the virtual gifts are consumed immediately or after the stated period for time-based items. The revenue from consumable item is recognized at fair value of the virtual items, as Xunlei is the principal in this arrangement, based on actual consumption of virtual items by the paying users. The revenue from time-based item is recognized over the duration of stated period of the item.

IV) Other internet value-added services

i) Online game revenues

Online games comprise web games, mobile games and PC games. Users play games through the Group's platform free of charge and are charged for purchases of virtual items including consumable and perpetual items, which can be utilized in the online games to enhance their game-playing experience. The utilization of the virtual item is considered performance obligation by the Group and revenue is allocated to each performance obligation on a relative stand-alone selling price basis, which are determined based on the prices charged to customers. Consumable items represent virtual items that can be consumed by a specific user within a specified period of time. Perpetual items represent virtual items that are accessible to the users' account over the life of the online game.

Pursuant to contracts signed between the Group and game developers, revenue from the sale of virtual items are shared based on a pre-agreed ratio for each game. The Group enters into both non-exclusive and exclusive licensing contracts with game developers.

2. Summary of significant accounting policies (Continued)

(q) Revenue recognition (Continued)

IV) Other internet value-added services (Continued)

i) Online game revenues (Continued)

Non-exclusive game licensed contracts

The games under non-exclusive licensed contracts are maintained, hosted and updated by the game developers. The Group mainly provides access to the platform and limited after-sale services to the game players. The determination of whether to record these revenues using the gross or net method is based on an assessment of various factors; the primary factors are whether the Group acts as the principal in offering services to the game players or as agent in the transaction, and the specific requirements of each contract. The Group determined that for non-exclusive game licensed arrangements, the third party game developers are the principal given that the game developers design and develop the game services offered, have reasonable latitude to establish prices of game virtual items, and are responsible for maintaining and upgrading the game content and virtual items. Accordingly, the Group records online game revenue, net of the portion remitted to the game developers.

Given that online games are managed and administered by the game developers for non-exclusive licensed games, the Group does not have access to the data on the consumption details and the types of virtual items purchased by the game players. The Group has adopted a policy to recognize revenues relating to both consumable and perpetual items over the shorter of 1) estimated lives of the games and 2) the estimated lives of the user relationship with the Group, which were approximately one to ten months for the periods presented.

Adjustments arising from the changes of estimated lives of virtual items are applied prospectively as such changes are resulted from new information indicating a change in the game player behavioral patterns.

Exclusive licensing game contracts

For exclusive licensing contracts with game developers, the games are maintained and hosted by the Group. Accordingly, the Group is determined to be the principal, the Group records online game revenue on a gross basis, with the amount remitted to the game developers reported as cost of revenue. Payment handling charges are recognized as cost of revenues when the related revenues are recognized.

For exclusive licensed games which are maintained on the Group’s server, the Group has access to the data on the consumption details and types of virtual items purchased by the game players. The Group does not maintain information on consumption details of virtual items, and only have limited information related to the frequency of log-ons. Given that a substantial portion of the virtual items purchased by the game players in exclusive licensed games are perpetual items, management determined that it would be most appropriate to recognize revenue over the shorter of 1) estimated lives of the games and 2) the estimated lives of the user relationship with the Group, which were approximately one to six months for the periods presented. Revenues related to consumable items are recognized immediately upon consumption.

Game players can purchase prepaid virtual items which can be used to purchase virtual items via online channels. The Group incurs service fees levied by those payment channels, and such payment expenses are recorded as the cost of revenues when the related revenues are recognized.

2. Summary of significant accounting policies (Continued)

(q) Revenue recognition (Continued)

IV) Other internet value-added services (Continued)

i) Online game revenues (Continued)

For both non-exclusive and exclusive licensed games, the Group estimates the life of virtual items to be the shorter of the estimated lives of the games and the estimated lives of the user relationship. The estimated user relationship period is based on data collected from those users who have purchased virtual items. To estimate the life of the user relationship, the Group maintains a software system that captures the following information for each user: the date of first log-on, the date the user ceases to play the game and frequency of log-ons. The Group estimates the life of the user relationship to be the weighted average period from the first purchase of a virtual item to the date the user ceases to play the game based on the frequency of log-ons.

To estimate the life of the games, the Group considers both games that they operate as well as games in the market that are of a similar nature. The Group categorizes these games by their nature, such as simulation games, role playing games and others, which appeal to players belonging to different demographics. The Group estimates that the life of each group of the games to be the average period from the date of launch for such games to the date the games are expected to be removed from the website or terminated altogether. When the Group launches a new game, they estimate the life of the game and user relationship based on lives of other similar games in the market until the new game establishes its own history. The Group also considers the game's profile, attributes, target audience, and its appeal to players of different demographic groups in estimating the user relationship period.

The consideration of user relationship with each online game is based on the Group's best estimate that takes into account all known and relevant information at the time of assessment. Adjustments arising from the changes of estimated lives of virtual items are applied prospectively as such changes are resulted from new information indicating a change in the game player behavioral patterns. Any changes in the estimates of lives of virtual items may result in the Group's revenues being recognized on a basis different from prior periods and may cause the Group's operating result to fluctuate. The Group periodically assesses the estimated lives of the virtual items and any changes from prior estimates are accounted for prospectively. Any adjustments arising from changes in user relationship as a result of new information will be accounted as a change in accounting estimate in accordance with *ASC 250 Accounting Changes and Error Corrections*.

The Group entered into a legally binding agreement to sell its web game business in December 2017. Web game revenue recognized from discontinued operations was USD 15,981,000, USD 11,428,000 and USD 656,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

ii) Revenues from traffic referral programs

The Group enters into contracts with certain third party portals/websites in which the Group is obliged to redirect online traffic to these third party portals/websites. On a monthly basis, the Group receives data on the user traffic and the related monthly revenue from these third party portals/ websites. Under these programs, the Group recognizes its share of revenues based on contractual rates applied to user traffic redirected to the advertisements of the third parties.

2. Summary of significant accounting policies (Continued)

(q) Revenue recognition (Continued)

IV) Other internet value-added services (Continued)

iii) Revenues from cloud computing

As part of the Group's cloud computing business, the Group engages in sale of OneThing Cloud. OneThing Cloud is a personal cloud hardware device. OneThing Cloud allows users to share their idle bandwidth with the Group, in exchange for LinkTokens. LinkTokens are not convertible into cash but can be redeemed for products and services offered in the LinkToken Mall and exchange for a limited number of other products and services under the terms determined by the corresponding operators. LinkTokens represent an obligation to deliver future services by the operators of LinkToken Mall and other platforms. The bandwidth shared by the users in exchange for LinkTokens is an identifiable benefit, of which the Group can reasonably estimate fair value. The benefit that the Group receives from user's contribution of bandwidth is independent from OneThing Cloud that the Group sells to users.

The sales of OneThing Cloud and receipt of excess bandwidth by the Group are considered separate transactions. Therefore, sales of OneThing Cloud are reported as revenue, while LinkTokens given in exchange for bandwidth are reported as bandwidth cost.

The Group sells OneThing Cloud primarily through online e-commerce platforms, the performance obligation is satisfied when the item is dispatched to the end customers.

The LinkTokens issued represent an obligation to deliver future services. Therefore, contract liabilities were recognized for all LinkTokens issued. Revenue will be recognized upon redemption of the LinkTokens, the fair value of which is measured by bandwidth costs divided by total number of LinkTokens issued. Breakage is taken into account based on historical experience.

The core business principle of cloud computing is to collect idle uplink capacity from individuals with compensation, and sells to online video streaming platforms. On a monthly basis, the Group records the bandwidth it delivers and recognizes revenue from these online video streamers under contractual rates applied (price per GB of bandwidth multiplies total GBs of bandwidth per month). The cost of collecting idle bandwidth is recorded as bandwidth costs within cost of revenues upon the Group receives the idle bandwidth.

Revenue is recognized net of return allowances when the products are delivered and title passes to customers. Return allowances, which reduce net revenues, are estimated based on historical experiences. Product warranties are estimated and recognized at the time the Company recognizes revenue. The warranty period is 1 year. The Company accrues warranty liabilities at the time of sale, based on historical and projected incident rates and expected future warranty costs.

(r) Sales and marketing expenses

Sales and marketing expenses comprise primarily of salary, benefits of sales and marketing personnel and external advertising and market promotion expenses. The external advertising and market promotion expenses from continuing operations amounted to approximately USD 6,666,000, USD 10,345,000 and USD 22,935,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

Shipping and handling fee is recorded in sales and marketing expenses.

2. Summary of significant accounting policies (Continued)

(s) General and administrative expenses

General and administrative expenses consist primarily of salary and benefits, professional service fees, legal expenses and other administrative expenses.

(t) Research and development costs

The Group incurred research and development costs to develop its downloading software. Costs incurred during the research phase are expensed as incurred. Costs incurred for the development of the downloading software prior to the establishment of technological feasibility, which is when a working model is available, are expensed when incurred. The development costs qualified for capitalization have been immaterial for the periods presented.

The Group also incurred development costs in connection with an internal-use ERP software to further enhance management to monitor the business. While internal and external costs incurred during the preliminary project stage are expensed as incurred, costs relating to activities during the application development stages have been capitalized. During each of the three years ended December 31, 2018, no software development costs were capitalized as intangible assets.

In addition, the Group incurred other research and development costs in relation to software used to support its operations. Any development costs qualified for capitalization were immaterial for the periods presented.

(u) Taxation and uncertain tax positions

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statements' carrying amounts of existing assets and liabilities and their respective tax bases and tax loss carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the difference is expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the consolidated statement of operations in the period that includes the enactment date. A valuation allowance is provided to reduce the carrying amount of deferred tax assets if it is considered more likely than not that some portion, or all, of the deferred tax assets will not be realized. The estimation of future taxable income involves significant judgement and estimates. Based on management's estimated future taxable income, management concluded that it is more likely than not that the net operating losses carried forward can be utilized prior to their respective expiration dates. The Group adopted the guidance regarding uncertain tax positions and evaluated its open tax positions that exist in each jurisdiction for each reporting period. If an uncertain tax position is taken or expected to be taken in a tax return, the tax benefit from that uncertain position is recognized in the Group's consolidated financial statements if it is more likely than not that the position is sustainable upon examination by the relevant taxing authority. The Group did not have any significant uncertain tax position and there was no effect on its financial condition or results of operations as a result of implementing the new guidance. The Group recognizes interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense, if any. No significant interest and penalties were recorded in the years ended December 31, 2016, 2017 and 2018.

Transition from PRC Business Tax to PRC Value Added Tax

VAT payable on goods sold or taxable labor services provided by a general VAT taxpayer for a taxable period is the net balance of the output VAT for the period after crediting the input VAT for the period. In addition to the product revenues currently subject to VAT at a rate of 16% (17% before May 1, 2018), the Group's advertising revenues, subscription revenue, online game revenue, revenue from cloud computing and live streaming revenue are now subject to VAT at a rate of 6%.

2. Summary of significant accounting policies (Continued)

(v) Retirement benefits

Full-time employees of the Company's subsidiaries, consolidated VIE and its subsidiaries in the PRC participate in a government mandated multi-employer defined contribution plan pursuant to which certain pension benefits, medical care, unemployment insurance, employee housing fund and other welfare benefits are provided to employees. Chinese labor regulations require that the subsidiaries and VIEs of the Company make contributions to the government for these benefits based on certain percentages of the employees' salaries. The Group has no legal obligation for the benefits beyond the contributions made. The total amounts from continuing operations for such employee benefits, which are expensed as incurred, were USD 8,645,000, USD 10,123,000 and USD 12,501,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

(w) Share-based compensation

The Group measures share-based compensation at the grant date based on the fair value of the award determined using the Black-Scholes option pricing model. As the Group has granted share options and restricted shares with service-only condition, the Group elected to recognize compensation costs net of estimated forfeitures on a straight line basis over the requisite service period, which is generally the same as the vesting period. The amount of compensation cost recognized at any date is at least equal to the portion of the grant-date value of the award that is vested at that date.

(x) Government subsidies

The Group receives subsidies from the local PRC government for general use or purchase of equipment. General-use subsidies which are not subject to any conditions or specific use requirements are recorded as subsidy income in the consolidated statements of operations. Subsidies for purchase of equipment are recorded as deferred government grant when received, and are recorded as other income over the expected useful life of the assets after the related equipment has been purchased.

(y) Segment reporting

The Group's Chief Executive Officer has been identified as the chief operating decision maker ("CODM"), who reviews consolidated operating results of the Group when making decisions about allocating resources and assessing performance of the Group as a whole. The Group has internal reporting of revenue, cost and expenses that does not distinguish between segments, and reports costs and expense by nature as a whole. The Group does not distinguish between markets or segments for the purpose of internal reporting. Management has determined that the Group operates and manages its business as a single segment which is the operation of its online media platform, over 99% of revenues of the Group were derived from mainland China.

An analysis of the different types of revenues for the years ended December 31, 2016, 2017 and 2018 are summarized as follows:

Revenue from continuing operations	**Years ended December 31,**		
(In thousands)	**2016**	**2017**	**2018**
Subscription revenue	90,163	84,956	81,877
Advertising revenue	16,874	22,484	27,781
Product revenue (note a)	4,543	32,894	54,604
Live streaming revenue	2,401	17,977	31,031
Other internet value-added services (note b)	27,004	43,600	36,839
Total	140,985	201,911	232,132

Note a: Product revenue mainly comprises sales of OneThing Cloud devices.

2. Summary of significant accounting policies (Continued)

(y) Segment reporting (Continued)

Note b: Other internet value-added services mainly comprise provision of technical services, CDN services and traffic referral programs.

(z) Net loss per share

Net basic loss per share is computed by dividing net loss attributable to holders of common shares by the weighted-average number of common shares outstanding during the year using the two class method. Using the two class method, net loss is allocated between common shares and other participating securities based on their participating rights.

Net diluted loss per share is calculated by dividing net loss attributable to common shareholders as adjusted for the effect of dilutive common equivalent shares, if any, by the weighted-average number of common and dilutive common equivalents shares outstanding during the year. Dilutive equivalent shares are excluded from the computation of diluted loss per share if their effects would be anti-dilutive. Common share equivalents consist of the common shares issuable upon the conversion of the stock options, using the treasury stock method.

(aa) Comprehensive income

Comprehensive income is defined as the change in equity of a Group during the period from transactions and other events and circumstances excluding transactions resulting from investments from shareholders and distributions to shareholders. Accumulated other comprehensive income, as presented on the accompanying consolidated balance sheets, consists of cumulative translation adjustment.

(bb) Profit appropriation and statutory reserves

The Group's subsidiaries, consolidated VIE and its subsidiaries incorporated in the PRC are required on an annual basis to make appropriations of retained earnings set at certain percentage of after-tax profit determined in accordance with PRC accounting standards and regulations ("PRC GAAP"). Appropriation to the statutory general reserve should be at least 10% of the after-tax net income determined in accordance with the legal requirements in the PRC until the reserve is equal to 50% of the entities' registered capital. The Group is not required to make appropriation to other reserve funds and the Group does not have any intentions to make appropriations to any other reserve funds.

The general reserve fund can only be used for specific purposes, such as setting off the accumulated losses, enterprise expansion or increasing the registered capital. Appropriations to the general reserve funds are classified in the consolidated balance sheets as statutory reserves.

There are no legal requirements in the PRC to fund these reserves by transfer of cash to restricted accounts, and the Group does not do so.

The following table presents the balances of registered capital, additional paid-in-capital and statutory reserves of entities within the Group incorporated in China as of December 31, 2017 and 2018 for the Group's reporting purpose in China as determined under generally accepted accounting principles in China:

(In thousands)	**December 31, 2017**	**December 31, 2018**
Paid-in capital	137,194	139,140
Additional paid-in capital	161	161
Statutory reserves	5,132	5,132
Total	142,487	144,433

2. Summary of significant accounting policies (Continued)

(bb) Profit appropriation and statutory reserves (Continued)

Relevant laws and regulations permit payments of dividends by the PRC subsidiaries and affiliated companies only out of their retained earnings, if any, as determined in accordance with respective accounting standards and regulations. Accordingly, the above balances are not allowed to be transferred to the Company in terms of cash dividends, loans or advances (See also Note 26).

(cc) Dividends

Dividends are recognized when declared. No dividends were declared for the years ended December 31, 2016, 2017 and 2018. The Group does not have any present plan to pay any dividends on common shares in the foreseeable future. The Group currently intends to retain the available funds and any future earnings to operate and expand its business.

(dd) Recent accounting pronouncements

Leases. In February 2016, the Financial Accounting Standards Board ("FASB") issued ASU 2016-02, *Leases*, which specifies the accounting for leases. For operating leases, ASU 2016-02 requires a lessee to recognize a right-of-use asset and a lease liability, initially measured at the present value of the lease payments, in its balance sheet. The standard also requires a lessee to recognize a single lease cost, calculated so that the cost of the lease is allocated over the lease term, on a generally straight-line basis. In addition, this standard requires both lessees and lessors to disclose certain key information about lease transactions. ASU 2016-02 is effective for publicly traded companies for annual reporting periods, and interim periods within those years, beginning after December 15, 2018. The Group adopted the new standard effective January 1, 2019 on a modified retrospective basis and will not restate comparative periods. The Group estimates approximately USD11.8 million and USD11.4 million would be recognized as total right-of use assets and total lease liabilities, respectively on the consolidated balance sheets as of January 1, 2019. The Group expects that net profit after tax will not be materially changed as a result of adopting the new rules. The adoption of new standard will also result in certain reclassification of operating cash flows and financing cash flows.

Financial Instruments-Credit Losses. In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. ASU 2016-13 replaces the existing incurred loss impairment model with an expected loss methodology, which will result in more timely recognition of credit losses. ASU 2016-13 is effective for annual reporting periods, and interim periods within those years, beginning after December 15, 2019. The Group is currently in the process of evaluating the impact of the adoption of ASU 2016-13 on its consolidated financial statements.

Simplifying the Test for Goodwill Impairment. In January 2017, the FASB issued ASU 2017-04 *Simplifying the Test for Goodwill Impairment.* The guidance removes Step 2 of goodwill impairment tests, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. The guidance is to be adopted on a prospective basis for the annual or any interim goodwill impairment tests beginning after December 15, 2019. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Group does not expect the adoption to have a material impact on its consolidated financial statements.

Compensation—Stock Compensation. In June 2018, the FASB issued ASU 2018-07, *Compensation—Stock Compensation (Topic 718): Improvement to Nonemployee Share-based Payment Accounting* to amend the accounting for share-based payment awards issued to nonemployees. Under the revised guidance, the accounting for awards issued to nonemployees will be similar to the model for employee awards. The update is effective for public business entities for fiscal years beginning after December 15, 2018, including interim periods within that fiscal year. The Group adopted this new standard effective on January 1, 2019. The adoption of ASU 2018-07 did not have a material impact on the Group's consolidated financial statements.

2. Summary of significant accounting policies (Continued)

(dd) Recent accounting pronouncements (Continued)

Fair Value Measurement. In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement*, which eliminates, adds and modifies certain disclosure requirements for fair value measurements. Under the guidance, public companies will be required to disclose the range and weighted average used to develop significant unobservable inputs for Level 3 fair value measurements. The guidance is effective for all entities for fiscal years beginning after December 15, 2019 and for interim periods within those fiscal years, but entities are permitted to early adopt either the entire standard or only the provisions that eliminate or modify the requirements. The Group is currently in the process of evaluating the impact of the adoption of this guidance on its consolidated financial statements.

Improvements to Accounting for Costs of Films and License Agreements for Program Materials. In March 2019, the FASB issued ASU 2019-02, *Improvements to Accounting for Costs of Films and License Agreements for Program Materials*, which improves U.S. GAAP by aligning the accounting for production costs of an episodic television series with the accounting for production costs of films by removing the content distinction for capitalization. In addition, ASU 2019-02 requires that an entity test a film or license agreement for program material within the scope of ASC 920-350 for impairment at a film group level when the film or license agreement is predominantly monetized with other films and/or license agreements. The presentation and disclosure requirements in ASU 2019-02 also increase the transparency of information provided to users of financial statements about produced and licensed content. This update will be effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Early adoption is permitted. The Group does not expect the adoption to have a material impact on its consolidated financial statements.

3. Discontinued operations

(a) Disposal of Xunlei Kankan

In July 2015, the Company completed the divesture of the Company's entire stake in its online video streaming platform, Xunlei Kankan to Beijing Nesound International Media Corp., Ltd. ("Nesound"), an independent third party. The total sales price was RMB 130,000,000 (equivalent to approximately USD 19,896,000). The disposal is due to a shift of strategy focusing on the Group's most competitive operations.

Assets and liabilities related to Xunlei Kankan were reclassified as assets/liabilities held for sale as of December 31, 2014, while results of operations related to Xunlei Kankan, including comparatives, were reported as loss from discontinued operations.

Results of the discontinued operation

USD (In thousands)	**2016**	**2017**	**2018**
Revenues, net of rebates and discounts	—	—	—
Business taxes and surcharges	—	—	—
Net revenues	—	—	—
Cost of revenues	—	—	—
Gross profit	—	—	—
Operating expenses	—	—	—
Research and development expenses	5	—	—
Sales and marketing expenses	(27)	—	—
General and administrative expenses	(221)	—	—
Total operating expenses	**(243)**	—	—
Net gain from exchanges of content copyrights	—	—	—
Operating loss	(243)	—	—
Gain on disposal of Kankan	—	—	—
Income tax credit	36	—	—
Loss from discontinued operations	**(207)**	—	—

Cash flows used in the discontinued operation

USD (In thousands)	**2016**	**2017**	**2018**
Net cash used in operating activities	(215)	—	—
Net cash generated from investing activities	—	—	—
Net cash used in financing activities	—	—	—
Net cash flow for the year	**(215)**	**—**	—

3. Discontinued operations (Continued)

(b) Disposal of web game business

In December 2017, the Company signed a contract ("Disposal Agreement") to divest its web game business, a major line of the Group's online game business, to Shenzhen Xunyi Network Technology Corp., Ltd. ("Buyer"), a company operated by a few former core members of Xunlei's web game business. The total sales price was RMB 4,180,000 (equivalent to approximately USD 640,000). The disposal is due to a shift of strategy to allow the Group better manage its internal resources, including internal traffic referral and corporate allocation.

As part of the disposal and according to the Disposal Agreement, Xunlei agreed to assist the Buyer to collect and pay certain receivables and payables of the web game business for a period of no longer than one year after the completion of disposal. In addition, the Buyer agreed to enter into business cooperation services with Xunlei, including purchase of advertising services for not less than RMB 8,000,000 (equivalent to approximately USD 1,225,000) in the next 24 months, after signing the Disposal Agreement, under a separate negotiated term. Relevant business cooperation agreements have been signed in January 2018 at market term.

The disposal was completed in January 2018 and related gain of USD 1.4 million was recognized.

Results of the discontinued operation

USD (In thousands)	**2016**	**2017**	**2018**
Revenues, net of rebates and discounts	15,981	11,428	656
Business taxes and surcharges	(25)	(27)	(1)
Net revenues	15,956	11,401	655
Cost of revenues	(391)	(522)	(16)
Gross profit	**15,565**	**10,879**	**639**
Operating expenses			
Research and development expenses	(3,192)	(2,217)	(419)
Sales and marketing expenses	(4,180)	(1,025)	(63)
General and administrative expenses	(159)	(99)	(18)
Total operating expenses	**(7,531)**	**(3,341)**	**(500)**
Operating income	8,034	7,538	139
Income tax expenses	(1,204)	(1,131)	(230)
Gain on disposal of web game	—	—	1,394
Income from discontinued operations	**6,830**	**6,407**	**1,303**

Assets and liabilities of the discontinued operation

USD (In thousands)	**2017**	**2018**
Property and equipment, net	26	—
Total assets held for sale	**26**	—
Contract liabilities, current portion	822	—
Total liabilities held for sale	**822**	—

Cash flows generated from/ (used in) the discontinued operation

USD (In thousands)	**2016**	**2017**	**2018**
Net cash generated from operating activities	5,492	5,585	1,065
Net cash used in investing activities	(12)	(13)	—
Net cash used in financing activities	—	—	—
Net cash flow for the year	**5,480**	**5,572**	**1,065**

3. Discontinued operations (Continued)

(c) Results of discontinued operations

Results of the discontinued operation

USD (In thousands)	2016	2017	2018
Operating loss of Xunlei Kankan	(243)	—	—
Operating income of web game business	8,034	7,538	139
Gain on disposal of web game business	—	—	1,394
Total income from discontinued operations before income tax	**7,791**	**7,538**	**1,533**
Xunlei Kankan - Income tax benefit	36	—	—
Web game business - Income tax expenses	(1,204)	(1,131)	(230)
Total income tax expense from discontinued operations	**(1,168)**	**(1,131)**	**(230)**
Total net profit from discontinued operations	**6,623**	**6,407**	**1,303**

4. Cash and cash equivalents

Cash and cash equivalents represent cash on hand, cash held at bank, and time deposits placed with banks or other financial institutions, which have original maturities of three months or less. Cash on hand and cash held at bank balance as of December 31, 2017 and 2018 primarily consist of the following currencies:

	December 31, 2017		December 31, 2018	
(In thousands)	Amount	USD equivalent	Amount	USD equivalent
RMB	436,794	66,847	247,352	36,040
USD	166,530	166,530	85,351	85,351
Hong Kong Dollar (“HKD”)	794	102	8,532	1,089
Thai Baht (“THB”)	—	—	14,624	450
Total		233,479		122,930

As at December 31, 2017 and 2018, included in the cash and cash equivalents are time deposits with original maturities of three months or less, of USD 115,534,000 and nil respectively, primarily consist of USD.

5. Short-term investments

(In thousands)	December 31, 2017	December 31, 2018
Time deposits	118,779	141,059
Investments in financial instruments (note)	20,136	55,479
Total	138,915	196,538

Note: The investments were issued by commercial banks in the PRC with a variable interest rate indexed to performance of underlying assets. Since these investments’ maturity dates are within one year, they are classified as short-term investments.

Time deposits and investments in financial instruments are stated on the balance sheet at the principal amount plus accrued interest. Interest income is recorded in “other income, net” in the statement of comprehensive loss.

6. Accounts receivable, net

(In thousands)	December 31, 2017	December 31, 2018
Accounts receivable	40,663	27,100
Less: Allowance for doubtful accounts	(31)	(7,709)
Accounts receivable, net	40,632	19,391

The following table presents movement in the allowance for doubtful accounts:

(In thousands)	December 31, 2016	December 31, 2017	December 31, 2018
Balance at beginning of the year	126	119	31
Additions (note)	—	27	7,680
Write-off	—	(122)	—
Exchange difference	(7)	7	(2)
Balance at end of the year	119	31	7,709

Note: The additions in 2018 mainly arise from the impairment of receivable from a customer for the CDN service.

The top 10 customers accounted for about 86% and 83% of accounts receivable as of December 31, 2017 and 2018, respectively.

7. Prepayments and other current assets

(In thousands)	December 31, 2017	December 31, 2018
Current portion:		
Advance to suppliers (note a)	672	3,021
Interest-free loans to employees (note b)	3,670	3,616
Advance to employees for business purposes	503	180
Interest receivable	313	—
Rental and other deposits	1,232	2,604
Prepaid management insurance	161	192
Receivable from Nesound	181	—
Prepayment for taxation	12	69
Others	122	554
Total of prepayments and other current assets	6,866	10,236
Non-current portion:		
Low-interest loans to employees, non-current portion	416	593
Prepayment for investment (note c)	1,469	—
Total of long-term prepayments and other assets	1,885	593

Note a: Advances to suppliers primarily include prepaid rental expenses, service fee and license costs.

Note b: The Group had entered into loan contracts with certain employees as at December 31, 2017 and 2018, under which the Group provided interest-free loans or low-interest loans to these employees. The loan amounts vary amongst different employees from repayable on demand to repayable in equal installments on a monthly basis over the term 8 to 10 years. The balances classified as current represented loan amounts are repayable on demand or repayable within the next twelve months from the balance sheet date.

Note c: The Group paid USD 1,469,000 to Henan Zhaoteng Investment Co., Ltd. for acquisition of an audio visual license from Henan Tourism in 2017, which was used for payment of purchase consideration when the transaction was completed in June 2018.

8. Property and equipment

Property and equipment consist of the following:

(In thousands)	December 31, 2017	December 31, 2018
Servers and network equipment	49,582	39,870
Computer equipment	1,785	1,889
Furniture, fixtures and office equipment	850	838
Motor vehicles	273	476
Leasehold improvements	3,157	3,190
Total original costs	55,647	46,263
Less: Accumulated depreciation	(35,459)	(31,125)
Less: Impairment	(20)	(10)
Sub-total	20,168	15,128
Construction in progress	4,517	6,775
Total	24,685	21,903

Depreciation expense recognized for the years ended December 31, 2016, 2017 and 2018 are summarized as follows:

(In thousands)	December 31, 2016	December 31, 2017	December 31,2018
Cost of revenues	5,848	7,647	5,018
General and administrative expenses	306	277	245
Sales and marketing expenses	5	—	1
Research and development expenses	6	24	331
Total	6,165	7,948	5,595

Impairment loss of USD 20,000 has been recognized for the year ended December 31, 2017. No impairment loss was recognized for the years end December 31, 2016 and 2018.

9. Intangible assets, net

	December 31, 2017				December 31, 2018			
(In thousands)	**Cost**	**Amortization**	**Impairment**	**Net book value**	**Cost**	**Amortization**	**Impairment**	**Net book value**
Land use rights	5,092	(746)	—	4,346	4,847	(872)	—	3,975
Trademarks (note a)	5,776	(2,544)	(3,232)	—	—	—	—	—
Non-compete agreement (note a)	1,407	(1,085)	(322)	—	—	—	—	—
Technology (including right-to-use) (note a)	2,247	(866)	(1,381)	—	—	—	—	—
Acquired computer software	1,981	(1,084)	—	897	2,099	(1,546)	—	553
Internal use software development costs	670	(670)	—	—	638	(638)	—	—
Online game licenses	6,309	(5,276)	(765)	268	6,007	(5,278)	(729)	—
Audio-visual licenses (note b)	—	—	—	—	5,714	(251)	—	5,463
	23,482	(12,271)	(5,700)	5,511	19,305	(8,585)	(729)	9,991

Note a: The intangible assets arising from the acquisition of Kingsoft Cloud Holdings Limited were full impairment in 2017 and written-off in 2018.

Note b: Audio-visual licenses were acquired by the Group through acquisition of a subsidiary.

Amortization expense recognized for the years ended December 31, 2016, 2017 and 2018 are summarized as follows:

	Years ended December 31		
(In thousands)	**2016**	**2017**	**2018**
Cost of revenues	243	241	266
General and administrative expenses	323	415	721
Research and development expenses (note a)	1,497	1,445	244
Total	2,063	**2,101**	**1,231**

Note a: The intangible assets arising from the acquisition of Kingsoft Cloud Holdings were no longer amortized since October, 2017 due to full impairment, which caused the decrease of amortization expense in research and development expenses in 2018.

The estimated aggregate amortization expense for each of the next five years as of December 31, 2018 is:

(In thousands)	**Intangible assets**
2019	1,120
2020	1,037
2021	879
2022	844
2023 and thereafter	6,111

9. Intangible assets, net (Continued)

The weighted average amortization periods of intangible assets as at December 31, 2017 and 2018 are as below:

(In year)	December 31, 2017	December 31, 2018
Land use right	30	30
Trademarks	7	—
Non-compete agreement	4	—
Technology (including right-to-use)	8	—
Acquired computer software	5	5
Internal use software development costs	5	5
Online game licenses	3	3
Audio-visual license	—	9
Total weighted average amortization periods	**11**	**12**

10. Inventories

(In thousands)	December 31, 2017	December 31, 2018
Hardware devices (note a)	3,546	12,377
Others	333	483
Less: Impairment	—	(193)
Total	**3,879**	**12,667**

Note a: Hardware devices include OneThing Cloud, Xiazaibao (“XZB”) and hard discs.

OneThing Cloud is a hardware, which can be used as remote downloader, personal cloud storage and file management device. It can also act as a micro server between users and Xunlei, which enables users to share their idle uplink capacity with Xunlei, in return “LinkToken” will be rewarded for exchange of idle uplink capacity.

XZB is a personal cloud hardware, which can remotely control downloading through mobile phones or computers, to expand storage of terminals unlimitedly and share data in cloud storage.

The inventory written down is nil and USD 193,000 respectively for the years ended December 31, 2017 and 2018.

11. Long-term investments

(In thousands)	December 31, 2017	December 31, 2018
Equity method investments:		
Balance at beginning of the year	1,790	311
Share of loss and impairment from equity investees (i)	(1,875)	(307)
Dilution gains arising from deemed disposal of investments	326	—
Exchange differences	70	(4)
Balance at end of the year	311	—
Equity interests without a readily determinable fair value:		
Balance at beginning of the year	39,002	42,430
Additions	2,793	—
Disposal	(383)	—
Dilution gains arising from deemed disposal of investment	165	—
Exchange difference	1,449	(998)
Less: impairment loss on long-term investments (i)	(596)	(7,794)
Balance at end of the year	42,430	33,638
Total long-term investments	**42,741**	**33,638**

Details of the Group's ownership are as follows:

Investee	Percentage of ownership of shares as of December 31, 2017	2018
Equity method investments:		
Zhuhai Qianyou (i)	19.00%	19.00%
Shenzhen Mojingou Information Service Co., Ltd. (previously known as Xunlei Big Data Information Service Co., Ltd.)	28.77%	28.77%
Equity interests without a readily determinable fair value:		
Guangzhou Yuechuan Network Technology, Co., Ltd. ("Guangzhou Yuechuan") (i)	9.30%	9.30%
Shanghai Guozhi Electronic Technology Co., Ltd.	16.80%	16.80%
Guangzhou Hongsi Network Technology Co., Ltd.	19.90%	19.90%
Chengdu Diting Technology, Co., Ltd. ("Chengdu Diting") (i)	12.74%	12.74%
Xiamen Diensi Network Technology Co., Ltd.	14.25%	14.25%
11.2 Capital I, L.P.	2.03%	2.03%
Cloudtropy	9.69%	9.69%
Shanghai Lexiang Technology Co., Ltd.	14.12%	14.12%
Hangzhou Feixiang Data Technology Co., Ltd. ("Hangzhou Feixiang") (i)	28.00%	28.00%
Shenzhen Meizhi Interactive Technology Co., Ltd. ("Meizhi Interactive") (i)	9.40%	9.40%
Beijing Yunhui Tianxia Technology Co., Ltd. ("Yunhui Tianxia") (i)	13.70%	13.70%
Shen Zhen Arashi Vision Interative Technology Co., Ltd. ("Shenzhen Arashi") (ii)	12.16%	11.63%
Cloudin Technology (Cayman) Limited	4.61%	4.61%
Tianjin Kunzhiyi Network Technology Co., Ltd.	19.99%	19.99%

11. Long-term investments (Continued)

(i) In 2018, the Group recognized a full impairment of USD 229,000 and share of loss amounted to USD 78,000 for its equity interest in Zhuhai Qianyou, accounted for using equity method, after taking into account the latest operation status and financial position.

In addition, the Group also recognized full impairment against its investments, accounted for using cost method, in Meizhi Interactive, Chengdu Diting, Yunhui Tianxia, Hangzhou Feixiang, Guangzhou Yuechuan amounted to USD 785,000, USD 1,525,000, USD 1,554,000, USD 3,032,000 and USD 898,000, respectively after considering the significant deterioration in the financial performance of these investee companies.

(ii) In 2018, a reorganization was undertaken by Arashi Vision Interactive (Cayman) Inc., pursuant to which the equity interest held by Xunlei BVI was transferred parallel to Xunlei HK, and the investee company was changed to Shenzhen Arashi.

12. Contract liabilities and deferred income

(In thousands)	**December 31, 2017**	**December 31, 2018**
Contract liabilities (a)		
Membership subscription revenues	26,303	27,517
Online game revenues	174	—
Others	384	1,810
Other deferred income		
Government grants	3,811	2,316
Reimbursement from the depository (b)	616	502
Total	31,288	32,145
Less: non-current portion (c)	(3,242)	(1,850)
Contract liabilities and deferred income, current portion	**28,046**	30,295

(a) Contract liabilities related to unsatisfied performance obligations at the end of the year. Due to the generally short-term duration of the contracts, the majority of the performance obligations are satisfied in the following period. The amount of revenue recognized that was included in contract liabilities balance at the beginning of the year was USD 22.1 million and USD 25.9 million, for the years ended December 31, 2017 and 2018, respectively.

(b) In November 2018, the Company received from its depositary bank a reimbursement of USD 488,000, net of withholding tax of USD 184,000. This reimbursement was recognized as deferred income and amortized over the depositary service period of 1.5 years.

(c) As of December 31, 2018, the non-current portion consists of membership subscription revenues of USD 517,000 (2017: USD 425,000), government grants of USD 1,333,000 (2017: USD 2,509,000), and reimbursement from the depositary of nil (2017: USD 308,000).

13. Accrued liabilities and other payables

(In thousands)	December 31, 2017	December 31, 2018
Receipts in advance from customers	16,833	—
Payroll and welfare	15,170	18,680
Tax levies (note a)	10,234	4,573
Payables related to Kankan	4,501	3,795
Agency commissions and rebates—online advertising	2,890	2,885
Payables for advertisement on exclusive online games	1,826	2,811
Legal and litigation related expenses (note 25)	1,755	3,846
Professional fees	1,045	1,742
Payables for technological services	944	630
Payables for purchase of equipment	461	342
Staff reimbursements	355	131
Payables for construction in progress	345	11
Customer's deposit	306	284
Payables for fulfillment of services	298	—
Payables for gaming distribution	199	283
Payables for proceeds from selling exercised stock options and restricted shares	74	170
Others	2,635	3,882
Total	**59,871**	44,065

Note a: The value added tax payable decreased as the sales of Onething Cloud devices declined significantly in the last quarter of 2018.

14. Held-for-sale liabilities

In September 2018, the Company entered into a sale and purchase agreement to transfer all current and future rights and obligations related to the issuance and redemption of LinkToken to a third party named Beijing LinkChain Co., Ltd. ("Beijing LinkChain" or "Buyer"). This disposal was completed in April 2019 and the operations of LinkToken, including all current and future rights and obligations related to the issuance and redemption of LinkToken have been transferred to the Buyer and the Company expects to record a gain as result of the disposal in April 2019.

15. Cost of revenues

	Years ended December 31,		
Cost of revenues from continuing operations (In thousands)	**2016**	**2017**	**2018**
Bandwidth costs	55,135	68,441	48,118
Cost of inventories sold	4,357	21,485	31,634
Cost of live streaming	2,505	12,724	23,928
Depreciation of servers and other equipment	5,848	7,647	5,018
Payment handling charges	6,919	4,855	3,016
Other costs (note)	5,164	2,724	3,953
Total	**79,928**	**117,876**	**115,667**

Note: Other costs in 2018 mainly include acceleration costs and redemption costs of LinkToken.

(Amounts in US dollars unless otherwise stated)

16. Common shares

The Company's Memorandum and Articles of Association authorizes the Company to issue 1,000,000,000 shares of USD 0.00025 par value per common share as of December 31, 2018. Each common share is entitled to one vote. The holders of common shares are also entitled to receive dividends whenever funds are legally available and when declared by the Board of Directors, which is subject to the approval by the holders of the common shares representing a majority of the aggregate voting power of all outstanding shares. As of December 31, 2017 and 2018, there were 333,643,560 and 336,522,780 common shares outstanding, respectively.

17. Repurchase of shares

The following table is a summary of the shares repurchased by the Company in 2016 and 2017 under the Second Repurchase Program. No shares were repurchased in 2017 except during the months indicated and all shares were purchased through privately negotiated transactions as a mean of exercising share options from Xunlei's employees and publicly purchasing from the open market pursuant to the Repurchase Program, no shares were repurchased in 2018 (Note b):

Period	Total Number of ADSs Purchased as Part of the Publicly Announced Plan	Average Price Paid Per ADS
March 15 – March 30	408,985	6.22
April 1– April 14	457,900	6.61
May 2 – May 31	449,696	6.28
June 9 – June 30	111,459	5.24
July 1 – July 29	555,357	5.33
August 1 – August 30	229,695	5.83
September 6 – September 30	15,467	5.33
October 13 - October 27	31,400	5.11
November 18 – November 30	21,229	4.61
December 2 – December 30	173,312	4.02
Total for the year ended December 31, 2016	**2,454,500**	
January 13	994	4.34
February 10	5,553	3.75
March 7 – March 31	86,523	3.86
Total for the year ended December 31, 2017	**93,070**	

Note a In January 2016, the board of directors of the Company authorized a share repurchase program ("Second Repurchase Program"), whereby the Company may repurchase up to USD20 million of common shares or ADSs from January 27, 2016 for twelve months through the same means as the Repurchase Program publicly announced on December 22, 2014. The share repurchases may be made in accordance with applicable laws and regulations through open market transactions, privately negotiated transactions or other legally permissible means as determined by management, including through Rule 10b5-1 share repurchase plans.

Note b During the years ended December 31, 2016, 2017 and 2018, 2,454,500, 93,070 and nil ADSs were purchased at an aggregate consideration of USD 14,319,000, USD 358,820 and nil under the Repurchase Program. Due to the expiration of the Repurchase Program, the remaining unused amount of approximately USD 5.3 million was no longer available for repurchase after December 31, 2018.

18. Non-controlling interests

In February 2010, Shenzhen Xunlei set up a new subsidiary named Xunlei Games and holds 70% of its equity interest. A shareholder of the Company contributed RMB 3,000,000 (equivalent to USD 439,000) and holds 30% equity interest in Xunlei Games, which was accounted for as a non-controlling interest of the Group.

In June 2018, 80% equity interest of Henan Tourism was acquired by Wangwenhua, a wholly-owned subsidiary of the Group under its VIE structure, the remaining 20% equity interest held by a third party was accounted for as a non-controlling interest of the Group.

In July 2018, HK Onething set up a new subsidiary named Thailand Onething. The ordinary shares of Thailand Onething ("Class A Shares") were held by HK Onething, which represent 49% equity interest of the subsidiary. The remaining equity interest was owned by institutional and individuals' investors in Thailand through preference shares ("Class B Shares"), and accounted for as a non-controlling interest of the Group. Pursuant to the shareholders' agreement, all shares shall have the same rights, preferences and privileges, and shall carry the same obligations in all respects, except each of Class B shareholders shall be entitled to 1 vote per 10 preference shares, a fixed dividend of 3 percent of the total paid-up value of Class B Shares, and return of capital upon the Company's liquidation equal to an amount of the total paid-up value of Class B Shares.

19. Share-based compensation

2010 share incentive plan

In December 2010, the Group adopted a share incentive plan, which is referred to as the 2010 Share Option Plan ("the 2010 Plan"). The purpose of the plan is to attract and retain the best available personnel by linking the personal interests of the members of the board, employees, and consultants to the success of the Group's business and by providing such individuals with an incentive for outstanding performance to generate superior returns for our shareholders. Under the 2010 Plan, the maximum number of shares in respect of which options, restricted shares, or restricted share units may be granted is 26,822,828 shares (excluding the share options previously granted to the directors who are the founders of the Company). The amount of shares available for such grants as of December 31, 2018 is 8,137,963.

Options under the 2010 Plan were granted with exercise prices denominated in the USD, which is the functional currency of the Company. The maximum term of any issued stock option is seven or ten years from the grant date. Stock options granted to employees and officers vest over a four-year schedule as stated below:

(1) One-fourth of the options shall be vested upon the first anniversary of the grant date;
(2) The remaining three quarters of the options shall be vested on monthly basis over the next thirty-six months. ($^{1}/_{48}$ of options shall be vested per month subsequently)

Stock options granted to directors were subject to a vesting schedule of approximately 32 months.

All share-based payments to employees are measured based on their grant-date fair values. Compensation expense is recognized on a straight-line basis over the requisite service period.

In November 2014, the Company issued to a depositary bank for American Depositary Shares, 10,000,000 common shares, which were reserved for the future exercise of share options or vesting of restricted shares. 20,000 and 60,000 restricted shares were issued to non-employees and vested as of December 31, 2017 and 2018.

19. Share-based compensation (Continued)

2010 share incentive plan (Continued)

The following table summarizes the share option activities for the years ended December 31, 2016, 2017 and 2018:

	Number of share options	Weighted average exercise price (USD)	Weighted-average grant-date fair value (USD)	Weighted average remaining contractual life (years)	Aggregate intrinsic value (In thousands)
Outstanding, January 1, 2016	2,130,820	2.13			
Vested and expected to vest at January 1, 2016	1,008,645	1.76	0.73	4.62	464
Exercisable at January 1, 2016	1,430,870	2.16	0.86	4.03	406
Forfeited	(14,375)	3.21			
Expired	(182,510)	2.22			
Exercised	(440,465)	1.81			
Outstanding, December 31, 2016	1,493,470	2.65	—	3.39	6
Vested and expected to vest at December 31, 2016	1,440,923	2.67	0.85	3.24	6
Exercisable at December 31, 2016	1,217,050	2.70	0.84	3.20	6
Forfeited	(109,925)	2.89			
Expired	(989,730)	2.28			
Exercised	(4,000)	0.83			
Outstanding, December 31, 2017	389,815	3.90	—	4.64	—
Vested and expected to vest at December 31, 2017	170,545	3.90	0.95	4.64	—
Exercisable at December 31, 2017	389,190	3.90	0.95	4.64	—
Forfeited	—				
Expired	(373,315)	3.89			
Outstanding, December 31, 2018	16,500	3.97	—	4.37	—
Vested and expected to vest at December 31, 2018	7,220	3.97	1.56	4.37	—
Exercisable at December 31, 2018	16,500	3.97	1.56	4.37	—

A summary of the restricted shares activities under the 2010 Plan for the years ended December 31, 2016, 2017 and 2018 is presented below:

	Number of restricted shares	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2016	432,217	
Granted	1,170,000	1.18
Vested	(274,960)	
Forfeited	(384,037)	
Unvested at December 31, 2016	943,220	
Vested and expected to vest at December 31, 2016	801,737	
Granted	2,050,000	0.69
Vested	(115,125)	
Forfeited	(1,605,945)	
Unvested at December 31, 2017	1,272,150	
Vested and expected to vest at December 31, 2017	1,081,327	
Granted	6,750,520	2.32
Vested	(267,630)	
Forfeited	(1,103,000)	
Unvested at December 31, 2018	6,652,040	
Vested and expected to vest at December 31, 2018	5,654,234	

19. Share-based compensation (Continued)

2010 share incentive plan (Continued)

Forfeitures are estimated at the time of grant. If necessary, forfeitures are revised in subsequent periods if actual forfeitures differ from those estimates. Based upon the Company's historical and expected forfeitures for stock options granted, the directors of the Company estimated that its future forfeiture rate would be 20% for employees and nil for directors and advisors.

The aggregate intrinsic value in the table above represents the difference between the estimated fair value of the Company's common shares as of December 31, 2017 and 2018 and the exercise price.

Total fair values of share options vested as of December 31, 2017 and 2018 were USD 6,963,000.

As of December 31, 2017, there were USD 167,000 of unrecognized share-based compensation costs related to share options, which were expected to be recognized over a weighted-average vesting period of 4.64. As at December 31, 2018, there was no unrecognised share-based compensation costs related to share options. To the extent the actual forfeiture rate is different from the Company's estimate, the actual share-based compensation related to these awards may be different from the expectation.

All restricted shares granted to senior officers are measured based on their grant-date fair values. Compensation expense is recognized on a straight-line basis over the requisite service period. As of December 31, 2018, total unrecognized compensation expense relating to the restricted shares was USD 12,347,000.

2013 share incentive plan

In November 2013, the Group adopted a share incentive plan, which is referred to as the 2013 Share Incentive Plan ("the 2013 Plan"). The purpose of the plan is to motivate, attract and retain the best available personnel by linking the personal interests of senior management to the success of the Group's business.

Under the 2013 Plan, the maximum number of restricted shares that may be granted is 9,073,732 shares.

As of December 31, 2018, 8,664,980 (2017: 8,664,980) restricted shares were granted to few senior officers.

(1) 5,098,345 of these restricted shares will vest over a four-year schedule in which one-fourth of the restricted shares shall be vested upon the first, second, third, and fourth anniversary of the grant date, respectively.

(2) 1,102,430 of these restricted shares will vest over a five-year schedule in which one-fifth of the restricted shares shall be vested upon the first, second, third, fourth and fifth anniversary of the grant date, respectively.

(3) 854,405 of these restricted shares will vest over a forty-four month schedule in which one-fourth of the restricted shares shall be vested upon the eighth month, and three-fourth of the restricted shares shall be vested during the remaining thirty-six months.

(4) 689,700 of these restricted shares will vest over a four-year schedule in which half, one-fourth, and one-fourth of the restricted shares shall be vested upon the second, third and fourth anniversary of the grant date, respectively.

(5) 640,100 of these restricted shares will vest over a two-year schedule in which half of the restricted shares shall be vested upon the first and second anniversary of the grant date, respectively.

(6) 160,000 of these restricted shares will vest over a one-year schedule in which all of the restricted shares shall be vested upon the first anniversary of the grant date.

(7) The remaining 120,000 of these restricted shares will vest immediately upon the grant date.

(Amounts in US dollars unless otherwise stated)

19. Share-based compensation (Continued)

2013 share incentive plan (Continued)

A summary of the restricted shares activities under the 2013 Plan for the years ended December 31, 2016, 2017 and 2018 is presented below:

	Number of restricted shares
Unvested at January 1, 2016	3,796,398
Vested	(1,520,760)
Forfeited	(561,103)
Unvested at December 31, 2016	1,714,535
Vested and expected to vest at December 31, 2016	1,457,355
Unvested at January 1, 2017	1,714,535
Vested	(996,835)
Forfeited	(129,940)
Unvested at December 31, 2017	587,760
Vested and expected to vest at December 31, 2017	499,596
Unvested at January 1, 2018	587,760
Vested	(525,140)
Forfeited	(28,445)
Unvested at December 31, 2018	34,175
Vested and expected to vest at December 31, 2018	29,049

Forfeitures are estimated at the time of grant. If necessary, forfeitures are revised in subsequent periods if actual forfeitures differ from those estimates.

All restricted shares granted to senior officers are measured based on their grant-date fair values. Compensation expense is recognized on a straight-line basis over the requisite service period. As of December 31, 2018, total unrecognized compensation expense relating to the restricted shares was USD 421,000. 60,000 restricted shares were issued to non-employees and vested as of December 31, 2017 and 2018.

2014 share incentive plan

In April 2014, the Group adopted a share incentive plan, which is referred to as the 2014 Share Incentive Plan (“the 2014 Plan”). The purpose of the plan is to motivate, attract and retain the best available personnel by linking the personal interests of senior management to the success of the Group’s business. Under the 2014 Plan, the maximum number of restricted shares that may be granted is 14,195,412 shares to certain officers, directors or employees of, or advisors or consultants to the Company and its subsidiaries and consolidated affiliated entities. The company issued 14,195,412 common shares to Leading Advice, a company owned by the Group’s chairman and chief executive officer. The issuance of common shares was to facilitate the administration of the 2014 plan. The 2014 Plan was administered by the Company’s compensation committee.

As of December 31, 2018, 14,536,000 restricted shares were granted to certain officers and employees of the Group:

(1) 9,040,500 of these restricted shares will vest over a five-year schedule in which one-fifth of the restricted shares shall be vested upon the first, second, third, fourth and fifth anniversary of the grant date, respectively.

(2) 5,400,000 restricted shares will vest over a four-year schedule in which one-fourth of the restricted shares shall be vested upon the first, second, third and fourth anniversary of the grant date, respectively.

(3) 9,000 restricted shares will vest over a two-year schedule in which half of the restricted shares shall be vested upon the first and second anniversary of the grant date, respectively.

19. Share-based compensation (Continued)

2014 share incentive plan (Continued)

(4) The remaining 86,500 restricted shares will vest immediately on the grant date.

A summary of the restricted shares activities under the 2014 Plan for the years ended December 31, 2017 and 2018 is presented below:

	Number of restricted shares	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2016	5,761,400	
Granted	6,749,000	1.12
Vested	(1,262,200)	
Forfeited	(971,900)	
Unvested at December 31, 2016	10,276,300	
Vested and expected to vest at December 31, 2016	8,734,855	
Unvested at January 1, 2017	10,276,300	
Vested	(2,447,950)	
Forfeited	(2,022,000)	
Unvested at December 31, 2017	5,806,350	
Vested and expected to vest at December 31, 2017	4,935,398	
Unvested at January 1, 2018	5,806,350	
Vested	(2,086,450)	
Forfeited	(243,250)	
Unvested at December 31, 2018	3,476,650	
Vested and expected to vest at December 31, 2018	2,955,153	

Forfeitures are estimated at the time of grant. If necessary, forfeitures are revised in subsequent periods if actual forfeitures differ from those estimates.

All restricted shares granted are measured based on their grant-date fair values. Compensation expense is recognized on a straight-line basis over the requisite service period. As of December 31, 2018, the total unrecognized compensation expense relating to the restricted shares was USD 4,066,000.

Total compensation costs recognized for the years ended December 31, 2016, 2017 and 2018 are as follows:

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Sales and marketing expenses	98	88	404
General and administrative expenses	6,267	5,800	2,245
Research and development expenses	2,983	2,442	2,645
Total	**9,348**	**8,330**	**5,294**

20. Basic and diluted net income/ (loss) per share

Basic and diluted net income/ (loss) per share for the years ended December 31, 2016, 2017 and 2018 are calculated as follows:

(Amounts expressed in thousands of United States dollars ("USD"), except for number of shares and per share data)	**Years ended December 31,**		
	2016	**2017**	**2018**
Numerator:			
Net loss from continuing operations	(30,806)	(44,216)	(40,793)
Net income from discontinued operations	6,623	6,407	1,303
Net loss	(24,183)	(37,809)	(39,490)
Less: Net (loss) /income attributable to the non-controlling interest	(72)	13	(212)
Net loss attributable to Xunlei Limited's common shareholders	(24,111)	(37,822)	(39,278)
Numerator of basic net loss per share from continuing operations	(30,734)	(44,229)	(40,581)
Numerator of basic net income per share from discontinued operations	6,623	6,407	1,303
Numerator for diluted loss per share from continuing operations	(30,734)	(44,229)	(40,581)
Numerator for diluted income per share from discontinued operations	6,623	6,407	1,303
Denominator:			
Denominator for basic net loss per share-weighted average shares outstanding	334,155,668	331,731,963	334,965,987
Denominator for diluted net loss per share	334,155,668	331,731,963	334,965,987
Basic net loss per share from continuing operations	(0.09)	(0.13)	(0.12)
Basic net income per share from discontinued operations	0.02	0.02	0.00
Diluted net loss per share from continuing operations	(0.09)	(0.13)	(0.12)
Diluted net income per share from discontinued operations	0.02	0.02	0.00

The following common shares equivalents were excluded from the computation of diluted net income per common share for the periods presented because including them would have had an anti-dilutive effect:

	Years ended December 31,		
	2016	**2017**	**2018**
Share options and restricted shares —weighted average	2,902,950	5,621,418	3,529,058

21. Related party transactions

The table below sets forth the related parties and their relationships with the Group:

Related Party	Relationship with the Group
Zhuhai Qianyou	Equity investment of the Group
Chuan Wang	Chairman and director of the Company
Shenglong Zou	Co-founder, director and shareholder of the Group
Millet Technology Co., Ltd. ("Xiaomi Technology")	Company owned by a shareholder of the Group
Vantage Point Global Limited	Shareholder of the Company
Aiden & Jasmine Limited	Shareholder of the Company
Shenzhen Crystal Technology Co., Ltd	Company owned by a Co-founder and director of the Group
Millet Communication Technology Co., Ltd. ("Millet Communication Technology")	Company owned by a shareholder of the Group
Beijing Xiaomi Mobile Software Co., Ltd. ("Beijing Xiaomi Mobile Software")	Company owned by a shareholder of the Group
Beijing Millet Payment Technologies Co., Ltd. ("Beijing Millet Payment Technologies")	Company owned by a shareholder of the Group
Guangzhou Millet Information Service Co., Ltd. ("Guangzhou Millet")	Company owned by a shareholder of the Group
Shenzhen Xunyi Network Technology Corp., Ltd. ("Shenzhen Xunyi")	Company operated by few former core members of Xunlei's web game business

During the years ended December 31, 2016, 2017 and 2018, significant related party transactions were as follows:

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Game sharing costs paid and payable to Zhuhai Qianyou	154	84	9
Bandwidth revenue from Xiaomi Technology	316	—	—
Technology service revenue from Xiaomi Technology	1,010	1	—
Bandwidth revenue from Millet Communication Technology	2,483	1,701	—
Bandwidth revenue from Beijing Xiaomi Mobile Software (note a)	—	2,245	4,254
Forum service fees paid and payable to Xiaomi Technology (note b)	—	—	38
Marketing expense to Millet Communication Technology	20	—	—
Advertisement revenue from Guangzhou Millet	—	125	—
Technology service revenue from Beijing Xiaomi Mobile Software (note c)	—	5,803	—
Technology service revenue from Guangzhou Millet (note c)	—	—	3,932
Advertisement revenue from Shenzhen Xunyi (note d)	—	—	493
Bandwidth revenue from Shenzhen Xunyi (note d)	—	—	160
Accrued to Aiden & Jasmine Limited (note e)	54	54	54
Accrued to Vantage Point Global Limited (note e)	146	146	146

Note a: From 2017, Onething entered into a contract with Beijing Xiaomi Mobile Software for the provision of bandwidth to Beijing Xiaomi Mobile Software at a price benchmarking against market price, based on actual usage.

Note b: Onething Cloud devices were available for sale on online platform operated by Xiaomi Technology since August 2018. Xiaomi Technology was entitled to receive forum service fees based on a certain percentage of sales on the platform.

Note c: The Group is entitled to receive a mutually agreed sharing of net advertising revenue covering a period from mid-June 2017 to mid-June 2019, as compensation for technology solution services provided to Beijing Xiaomi Mobile Software and Guangzhou Millet.

Note d: From 2018, a sales contract was entered into with Shenzhen Xunyi for provision of bandwidth and advertising services at a price benchmarking against market price, based on actual usage.

21. Related party transactions (Continued)

Note e: In 2014, the Group repurchased 3,860,733 common shares from Aiden & Jasmine Limited for USD 10,879,000 and 10,334,679 common shares from Vantage Point Global Limited for USD29,121,000. According to the repurchase contract, the Company was entitled to an amount (the "Withheld Price") to withhold any taxes with respect to this repurchase as required under the applicable laws. If the Sellers (Aiden & Jasmine Limited and Vantage Point Global Limited) have not been specifically required by the applicable governmental or regulatory authority to pay any taxes as required under the applicable laws in connection with the repurchase, after the fifth anniversary of the Closing Date, the Company will pay to the Sellers the Withheld Price with a simple interest thereon at the rate of five percent (5%) per annum (the "repayment price") from the Closing Date. Therefore, the Withheld Price for Aiden & Jasmine Limited and Vantage Point Global Limited was USD 1,125,000 (including interest of USD 37,000) and USD 3,012,000 (including interest of USD 100,000) respectively. The interest accrued in 2018 was USD 54,000 and 146,000 for Aiden & Jasmine Limited and Vantage Point Global Limited respectively.

As of December 31, 2017 and 2018, the amounts due to / from related parties were as follows:

(In thousands)	December 31, 2017	December 31, 2018
Amounts due to related parties		
Accounts payable to Zhuhai Qianyou	10	2
Advances from Guangzhou Millet	—	295
Other payable to Aiden & Jasmine Limited	—	1,343
Other payable to Vantage Point Global Limited	—	3,594
Long-term payable to Aiden & Jasmine Limited	1,289	—
Long-term payable to Vantage Point Global Limited	3,448	—

(In thousands)	December 31, 2017	December 31, 2018
Amounts due from related parties		
Accounts receivable from Beijing Xiaomi Mobile Software	6,738	783
Accounts receivable from Beijing Millet Payment Technologies	92	175
Accounts receivable from Guangzhou Millet	136	—
Accounts receivable from Xiaomi Technology	—	143
Other receivable from Xiaomi Technology	—	15
Other receivable from Shenzhen Crystal Technology Co., Ltd.	6	6
Other receivable from Shenglong Zou	9	9
Other receivable from Chuan Wang	5	6

22. Taxation

(i) Cayman Islands

Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gains. Additionally, upon payment of dividends by the Company to its shareholders, no Cayman Islands withholding tax will be imposed.

(ii) PRC Enterprise Income Tax ("EIT")

The PRC enterprise income tax is calculated based on the taxable income determined under the PRC laws and accounting standards.

Under the Corporate Income Tax ("CIT") Law, which became effective on January 1, 2008, foreign invested enterprises and domestic enterprises are subject to a unified CIT rate of 25%. In accordance with the implementation rules of the CIT Law, a qualified "High and New Technology Enterprise" ("HNTE") is eligible for a preferential tax rate of 15% and a "Software Enterprise" ("SE") is entitled exemption from income taxation for the first two years, counting from the year the enterprise makes profit, and reduction half for the next three years.

Shenzhen Xunlei has been recognized as HNTE and entitled to preferential tax rate of 15% for the years ended December 31, 2016, 2017 and 2018. Onething and Wangwenhua have been recognized as HNTE and entitled to preferential tax rate of 15% for the year ended December 31, 2018.

Xunlei Computer was exempted from EIT for two years commencing from 2013, its first year of profitable operation after offsetting prior years' tax losses, followed by a 50% reduction for the next three years. During the years ended December 2016 and 2017, Xunlei Computer was eligible for a 50% deduction from a preferential tax rate of 15%. Xunlei Computer has been recognized as HNTE and entitled to preferential tax rate of 15% for the year ended December 31, 2018.

According to a policy of the PRC State tax bureau, enterprises that engage in research and development activities are entitled to claim 175% of the research and development expenses incurred in a year as tax deductible expenses in determining their tax assessable profits for that year ("R&D Super Deduction") during the period from January 1, 2018 to December 31, 2020. Shenzhen Xunlei has been claiming R&D Super Deduction in ascertaining its tax assessable profits.

The other PRC subsidiaries and Consolidated VIEs are subject to a 25% EIT rate.

In addition, according to the EIT Law and its implementation rules, foreign enterprises, which have no establishment or place in the PRC but derive dividends, interest, rents, royalties and other income (including capital gains) from sources in the PRC are subject to PRC withholding tax, or WHT, at 10% (a further reduced WHT rate may be available according to the applicable double tax treaty or arrangement). The 10% WHT is generally applicable to any dividends to be distributed from Giganology Shenzhen and Xunlei Computer to the Company out of any profits of Giganology Shenzhen and Xunlei Computer derived after January 1, 2008. Up to December 31, 2018, both Giganology Shenzhen and Xunlei Computer did not declare any dividend to the parent company and have determined that they have no present plan to declare and pay any dividends. The Group currently plans to continue to reinvest its subsidiaries' undistributed earnings, if any, in its operations in China indefinitely. Accordingly, no withholding income tax was accrued or required to be accrued for the years ended December 31, 2016, 2017 and 2018.

22. Taxation (Continued)

(ii) PRC Enterprise Income Tax ("EIT") (Continued)

Moreover, the current EIT Law treats enterprises established outside of China with "effective management and control" located in the PRC as PRC resident enterprises for tax purposes. The term "effective management and control" is generally defined as exercising overall management and control over the business, personnel, accounting, properties, etc. of an enterprise. The Company, if considered a PRC resident enterprise for tax purposes, would be subject to the PRC EIT at the rate of 25% on its worldwide income for the period after January 1, 2008. As of December 31, 2018, the Company has not accrued for PRC tax on such basis. The Company will continue to monitor its tax status.

The current and deferred portions of income tax expense included in the consolidated statements of operations are as follows:

Continuing operations	**Years ended December 31,**		
(In thousands)	**2016**	**2017**	**2018**
Current income tax expenses /(benefit)	71	(38)	(471)
Deferred income tax (benefit)/expenses	(2,540)	(2,214)	382
Income tax benefit	(2,469)	(2,252)	(89)

The aggregate amount and per share effect of the tax holidays are as follows:

	Years ended December 31,		
	2016	**2017**	**2018**
Aggregate dollar effect **(In thousands)**	(2,234)	(4,102)	(3,776)
Per share effect—basic	(0.01)	(0.01)	(0.01)
Per share effect—diluted	(0.01)	(0.01)	(0.01)

The reconciliation of total tax benefit computed by applying the respective statutory income tax rates to pre-tax loss is as follows:

Continuing operations	**Years ended December 31,**		
(In thousands)	**2016**	**2017**	**2018**
Income tax benefit at PRC statutory rate (based on statutory tax rate applicable to enterprises in China)	(8,319)	(11,617)	(10,384)
Effects of differences in tax rates in different jurisdictions applicable to entities of the Group outside of the PRC	2,145	1,341	485
Non-deductible expenses	12	32	245
Effect of Super Deduction	(901)	(546)	(881)
Effect of tax holidays or tax concessions	2,234	4,102	3,776
Change in valuation allowance of deferred tax assets	—	6,748	6,720
Effect on deferred tax assets due to change in tax rates	—	—	(167)
Outside basis difference arising from VIE and its subsidiaries in the PRC	(5,743)	(652)	—
Expiration of tax loss	91	—	562
Others	8,012	(1,660)	(445)
Income tax benefit	(2,469)	(2,252)	(89)

22. Taxation (Continued)

(ii) PRC Enterprise Income Tax ("EIT") (Continued)

The tax effects of temporary differences that give rise to the deferred tax assets and liabilities balances at December 31, 2017 and 2018 are as follows:

(In thousands)	**December 31, 2017**	**December 31, 2018**
Deferred tax assets, non-current portion:		
Net operating losses carried forward (note a)	19,246	20,479
Impairment of long-term equity investment	562	1,760
Allowance for advance to suppliers	88	351
Impairment of intangible assets	686	—
Impairment of property and equipment	151	32
Impairment of other receivables	1,938	2,126
Impairment of accounts receivable	—	1,094
Impairment of inventories	—	29
Valuation allowance	(16,599)	(20,181)
Deferred tax assets, non-current portion, net (note b)	6,072	5,690
Deferred tax liabilities, non-current portion:		
Deferred credit arising from asset acquisition	—	(1,366)

Note a: As of December 31, 2018, the Group had tax loss carryforwards of USD 10,151,000, which can be carried forward to offset future taxable income. The net operating tax loss carryforwards will begin to expire as follows:

(In thousands)	
2019	2,085
2020	542
2021	—
2022	—
2023 and thereafter	7,524
	10,151

Note b: As at December 31, 2017 and 2018, the deferred tax assets and liabilities balances are expected to be recoverable as follows:

Deferred tax assets

(In thousands)	**2017**	**2018**
Within one year	6,033	2,092
After one year	39	3,598
	6,072	5,690

Deferred tax liabilities

(In thousands)	**2017**	**2018**
Within one year	—	(167)
After one year	—	(1,199)
	—	(1,366)

22. Taxation (Continued)

(ii) PRC Enterprise Income Tax ("EIT") (Continued)

Movement of valuation allowance is as follows:

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Beginning balance	(4,559)	(9,851)	(16,599)
Additions	(5,292)	(6,748)	(3,582)
Write-off	—	—	—
Ending balance	(9,851)	(16,599)	(20,181)

In 2017, valuation allowance was provided for net operating loss carryforwards of Xunlei Networking Technologies (Beijing) Co., Ltd., Xunlei Games, Onething, Beijing Xunjing and Crystal Interactive because it was more likely than not that such deferred tax assets will not be realized based on the Group's estimate of their future taxable income, and the fact that the five entities were not included in the tax strategy plan. In 2018, valuation allowance was provided for net operating loss carryforwards of Onething, Xunlei Games, Beijing Xunjing and Crystal Interactive because it was more likely than not that such deferred tax assets will not be realized based on the Group's estimate of Onething's future taxable income.

As of December 31, 2018, the tax returns of the Group's subsidiaries, VIE and its subsidiaries since their respective dates of incorporation are still open to examination.

23. Fair value measurements

Effective January 1, 2008, the Group adopted ASC 820-10, Fair Value Measurements and Disclosures, which defines fair value, establishes a framework for measuring fair value and expands financial statement disclosures about fair value measurements. Although adoption did not impact the Group's consolidated financial statements, ASC 820-10 requires additional disclosures to be provided on fair value measurements.

ASC 820-10 establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets
Level 2—Include other inputs that are directly or indirectly observable in the marketplace or based on quoted price in markets that are not active
Level 3—Unobservable inputs which are supported by little or no market activity and are significant to the overall fair value measurement

ASC 820-10 describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

23. Fair value measurements (Continued)

The following table sets forth the financial instruments, measured at fair value, by level within the fair value hierarchy as of December 31, 2017 and 2018.

	Fair value measurements as at December 31, 2017			
(In thousands)	**Total**	**Quoted prices in active market for identical assets (Level 1)**	**Significant other observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**
Cash equivalents: time deposits with original maturities less than three months	115,534	—	115,534	—
Short term investments:				
Investments in financial instruments	138,915	—	138,915	—
	254,449	—	254,449	—

	Fair value measurements as at December 31, 2018			
(In thousands)	**Total**	**Quoted prices in active market for identical assets (Level 1)**	**Significant other observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**
Short term investments:				
Investments in financial instruments	196,538	—	196,538	—
	196,538	—	196,538	—

24. Other income, net

Continuing Operations	**Years ended December 31,**		
(In thousands)	**2016**	**2017**	**2018**
Government subsidy income	2,358	2,788	2,096
Investment income from short-term investments	4,054	4,204	5,817
Dilution gains arising from deemed disposal of investment (note 11)	689	491	—
Investment income/(loss) on disposal of long-term investments (note 11)	626	(187)	—
Investment loss on impairment of long-term investments (note 11)	(1,654)	(596)	(7,794)
Exchange (loss)/gain, net	(354)	(57)	1,216
Settlement income	326	533	414
Others	458	704	1,061
	6,503	**7,880**	**2,810**

25. Commitments and contingencies

Rental commitments

The Group leases facilities in the PRC under non-cancellable operating leases expiring on different dates. Payments under operating leases are expensed on a straight-line basis over the periods of the respective leases, including any free rental periods.

Total office rental expenses under all operating leases were USD 2,382,000, USD 2,976,000 and USD 3,905,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

Future minimum payments under non-cancellable operating leases of office rental consist of the following as of December 31, 2018:

(In thousands)	
2019	6,231
2020	4,527
2021	2,633
	13,391

Bandwidth purchase commitments

The Group purchase bandwidth in the PRC under non-cancellable contract expiring on different dates. Payments under purchase of bandwidth are expensed on a straight-line basis over the duration of the respective periods.

Total bandwidth costs for continuing operations were USD 55,135,000, USD 68,441,000 and USD 48,118,000 for the years ended December 31, 2016, 2017 and 2018, respectively.

Future minimum payments under non-cancellable bandwidth contracts consist of the following as of December 31, 2018:

(In thousands)	
2019	8,695
2020	366
	9,061

Capital commitments

As at December 31, 2018, the Group has unconditional purchase obligations for switchboards, servers, office software and construction in progress that had not been recognized in the amount of USD 23,169,000.

(In thousands)	
2019	13,259
2020	9,867
2021	43
	23,169

25. Commitments and contingencies (Continued)

Litigation

The Group is involved in a number of cases pending in various courts. These cases are substantially related to alleged copyright infringement as well as routine and incidental matters to its business, among others. Adverse results in these lawsuits may include awards of damages and may also result in, or even compel, a change in the Group's business practices, which could impact the Group's future financial results. The Group had incurred USD 1,669,000, USD 9,453,000 and USD 4,667,000 legal and litigation related expenses for the years ended December 31, 2016, 2017 and 2018, respectively.

Up to April 29, 2019, which is the date when the consolidated financial statements were issued, the Group had 46 lawsuits pending against the Group with an aggregate amount of claimed damages of approximately RMB 81.2 million (USD 12.3 million) which occurred before December 31, 2018 (2017: RMB 112 million (USD 16.76 million)). Of the 46 pending lawsuits, 42 lawsuits were relating to the alleged copyright infringement in the PRC. The Group had accrued for USD 3,846,000 litigation related expenses in ''Accrued liabilities and other payables'' in the consolidated balance sheet as of December 31, 2018 (2017: USD 1,755,000), which is the most probable and reasonably estimable outcome.

The Group estimated the litigation compensation based on judgments handed down by the court, out-of-court settlements of similar cases as well as advices from the Group's legal counsel. The Group is in the process of appealing certain judgments for which the losses had been accrued. Although the results of unsettled litigation and claims cannot be predicted with certainty, the Group does not expect that the outcome of the 46 lawsuits will result in the amounts accrued materially different from the range of reasonably possible losses. In the opinion of management, there was not at least a reasonable possibility the Company may have incurred a material loss, or a material loss in excess of a recorded accrual, with respect to loss contingencies for asserted legal and other claims. However, the outcome of litigation is inherently uncertain. If one or more of these legal matters were resolved against the Company in a reporting period for amounts in excess of management's expectations, the Company's consolidated financial statements for that reporting period could be materially adversely affected.

In May 2014, the Group entered into a content protection agreement with the Motion Picture Association of America, Inc., or MPAA, and its members, which are six major U.S. entertainment content providers. In that agreement, the Group agreed to implement a comprehensive system of measures designed to prevent unauthorized downloading of and access to such content providers' works. Despite the fact that the Group put in place preventive measures, the Group may still be subject to copyright infringement suits. In January 2015, a number of MPAA member studios filed 28 copyright infringement lawsuits against the Group on 28 video products in the Shenzhen Nanshan District Court in China. The court combined these cases into two cases for trial and entered a judgment on both cases on August 21, 2017. The court held, among others, that the Group infringed the plaintiffs' copyright on 28 video products and were required by the court to compensate the plaintiff for a total of RMB 1.4 million (USD 0.2 million). The Group and MPAA had withdrawn the lawsuit filed with the appellate court and the Group has paid a total of RMB 1.4 million (USD 0.2 million) to MPAA in accordance with the judgement entered by Shenzhen Nanshan District Court in 2018.

25. Commitments and contingencies (Continued)

Litigation (Continued)

In addition, two putative shareholder class action lawsuits have been filed in the United States District Courts for the Southern District of New York against the Company and certain current and former officers and directors of the Company. Purporting to sue on behalf of all investors who purchased or acquired Xunlei stock from October 10, 2017 to January 11, 2018, plaintiffs allege that certain statements regarding OneCoin in the Company's press releases and on a quarterly investor call were false and misleading because, among other things, they failed to disclose that OneCoin was a disguised "initial coin offering" and "initial miner offering" and constituted "unlawful financial activity." Plaintiffs seek to recover under Sections 10(b) and 20(a) of the U.S. Securities Exchange Act of 1934 and Rule 10b-5 thereunder. On April 12, 2018, the court consolidated the actions under the caption *In re Xunlei Limited Securities Litigation*, No. 18-cv-467 (RJS) and appointed lead plaintiffs who filed a consolidated amended compliant on June 4, 2018. The Company filed a motion to dismiss the amended compliant on August 3, 2018. Although legal proceedings are inherently uncertain and their results cannot be predicted, the Group has not been, nor are the Group currently a party to or aware of, any legal proceeding, investigation or claim that, in the view of management, is likely to materially and adversely affect the business, financial position or results of operations.

26. Certain risks and concentration

PRC regulations

Current PRC laws and regulations place certain restrictions on foreign ownership of companies that engage in internet businesses, including the provision of online video and online advertising services. Specifically, foreign ownership in an internet content provider or other value-added telecommunication service providers may not exceed 50%. The Group conducts its operations in China principally through contractual arrangements among Giganology Shenzhen, its wholly-owned PRC subsidiary, and Shenzhen Xunlei and its shareholders. Shenzhen Xunlei holds the licenses and permits necessary to conduct its resource discovery network, online advertising, online games and related businesses in China and hold various operating subsidiaries that conduct a majority of its operations in China. The Company conducts all of its operations in China through, Shenzhen Xunlei, a variable interest entity, which it consolidates as a result of a series contractual arrangements enacted. If the Company had direct ownership of Shenzhen Xunlei, it would be able to exercise its rights as a shareholder to effect changes in the board of directors of Shenzhen Xunlei, which in turn could effect changes at the management level, subject to any applicable fiduciary obligations. However, under the current contractual arrangements, it relies on Shenzhen Xunlei and its shareholders' performance of their contractual obligations to exercise effective control. In addition, its operating contract with Shenzhen Xunlei has a term of ten years, which is subject to Giganology Shenzhen's unilateral termination right. None of Shenzhen Xunlei or its shareholders may terminate the contracts prior to the expiration date.

26. Certain risks and concentration (Continued)

PRC regulations (Continued)

Further, the Group believes that the contractual arrangements among Giganology Shenzhen, Shenzhen Xunlei and its shareholders are in compliance with PRC law and are legally enforceable. However, the Chinese government may issue from time to time new laws or new interpretations on existing laws to regulate this industry. Regulatory risk also encompasses the interpretation by the tax authorities of current tax laws, and the Group's legal structure and scope of operations in the PRC, which could be subject to further restrictions resulting in limitations on the Company's ability to conduct business in the PRC. The PRC government may also require the Company to restructure the Group's operations entirely if it finds that its contractual arrangements do not comply with applicable laws and regulations. Furthermore, it could revoke the Group's business and operating licenses, require it to discontinue or restrict its operations, restrict its right to collect revenues, block its website, require it to restructure its operations, impose additional conditions or requirements with which the Group may not be able to comply, or take other regulatory or enforcement actions against the Group that could be harmful to its business. The imposition of any of these penalties may result in a material and adverse effect on the Group's ability to conduct the Group's business. In addition, if the imposition of any of these penalties causes the Group to lose the rights to direct the activities of the VIE and its subsidiaries or the right to receive their economic benefits, the Group would no longer be able to consolidate the VIE. The Group does not believe that any penalties imposed or actions taken by the PRC Government would result in the liquidation of the Company, Giganology Shenzhen or Shenzhen Xunlei.

The aggregate loss and distributable reserve of VIE and VIE's subsidiaries amounted to approximately USD 32,222,000 and USD 67,747,000 respectively as of December 31, 2017 and 2018, which has been included in the consolidated financial statements.

As stated above, Shenzhen Xunlei holds assets that are important to the operation of the Group's business, including patents for proprietary technology, related domain names and trademarks. If Shenzhen Xunlei or its subsidiaries falls into bankruptcy and all or part of its assets become subject to liens or rights of third-party creditors, the Group may be unable to conduct its business activities in China, which could have a material adverse effect on the Group's future financial position, results of operations or cash flows. However, the Group believes this is a normal business risk many companies face. The Group will continue to closely monitor the financial conditions of Shenzhen Xunlei and its subsidiaries.

Shenzhen Xunlei and its subsidiaries' assets comprise both recognized and unrecognized revenue-producing assets. The recognized revenue-producing assets include intangible assets, purchased property and equipment. The balances of these assets held by the VIE and its subsidiaries are included in "property and equipment, net" and "intangible assets, net" in the consolidated balance sheet and specifically in the VIE table on the following page. The unrecognized revenue-producing assets mainly consist of license, patents, trademarks, and domain names which are not recorded in the financial statement as they didn't meet the recognition criteria set in ASC 350-30-25. The licenses stated above primarily consist of licenses that grant the VIE and its subsidiaries the right to produce and broadcast internet, radio, and television programs. One of them is the ICP licenses as described in note 1.

As of December 31, 2018, Shenzhen Xunlei and its subsidiaries held patents granted in the PRC and in the United States. Presently, patent applications are being examined by the State Intellectual Property Office of the PRC and also patent application is being reviewed by the United States Patent and Trademark Office.

As of December 31, 2018, Shenzhen Xunlei and its subsidiaries have applied to register trademarks, of which the Company has received registered trademarks in different applicable trademark categories including registered with World Intellectual Property Organization.

26. Certain risks and concentration (Continued)

PRC regulations (Continued)

The following consolidated financial information of the Group's VIE and its subsidiaries from continuing operations was included in the accompanying consolidated financial statements, before elimination of balances with the Company and its subsidiaries, as of and for the years ended:

	As of December 31,	
(In thousands)	**2017**	**2018**
Current assets:		
Cash and cash equivalents	48,044	47,695
Short-term investments	7,853	10,272
Accounts receivable, net	40,938	20,168
Due from related parties	6,970	1,123
Inventories	3,880	12,332
Prepayments and other current assets	10,963	14,518
Held-for-sale assets	26	—
Total current assets	**118,674**	**106,108**
Non-current assets:		
Equity method investments	27,428	18,325
Deferred tax assets	4,555	5,033
Property and equipment, net	19,491	14,604
Construction in progress	4,517	6,775
Intangible assets, net	5,511	9,991
Goodwill	21,760	20,717
Other long-term prepayments	1,885	593
Total non-current assets	**85,147**	**76,038**
Total assets	**203,821**	**182,146**
Current liabilities:		
Accounts payable (note a)	68,469	48,276
Due to a related party	10	298
Contract liabilities and deferred income, current portion	27,738	29,794
Income tax payable	3,128	2,437
Accrued liabilities and other payables (note b)	132,322	158,288
Held-for-sale liabilities	822	3,309
Total current liabilities	**232,489**	**242,402**
Non-current liabilities:		
Contract liabilities and deferred income, non-current portion	2,934	1,850
Deferred tax liabilities	—	1,366
Total non-current liabilities	2,934	**3,216**
Total liabilities	**235,423**	**245,618**

Note a: The balance included inter-companies balances with the Company and its subsidiaries of USD 18,704,000 and USD 25,703,000 as of December 31, 2017 and 2018, respectively.

Note b: The balance included inter-companies balances with the Company and its subsidiaries of USD 74,394,000 and USD 118,259,000 as of December 31, 2017 and 2018, respectively.

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Net revenue from continuing operations	140,236	200,591	231,616
Net loss attributable to Xunlei Limited	(31,196)	(49,339)	(40,728)

26. Certain risks and concentration (Continued)

PRC regulations (Continued)

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Net cash provided by/ (used in) operating activities	3,565	(6,992)	7,548
Net cash provided by/(used in) investing activities	1,859	13,463	(7,925)
Net cash provided by financing activities	2,508	1,180	2,096
	7,932	7,651	1,719

Foreign exchange risk

The Group's financing activities are denominated mainly in USD. The RMB is not freely convertible into foreign currencies. Remittances of foreign currencies into the PRC and exchange of foreign currencies into the RMB require approval by foreign exchange administrative authorities and certain supporting documentation. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into other currencies. The revenues and expenses of the Company's subsidiaries, consolidated VIE and its subsidiaries are generally denominated in RMB and their assets and liabilities are denominated in RMB.

Concentration of customer risk

The top 10 customers accounted for 18%, 27% and 23% of the net revenues for the years ended December 31, 2016, 2017 and 2018, respectively.

Credit risk

As of December 31, 2017 and 2018, substantially all of the Group's cash and cash equivalents were held at reputable financial institutions in the jurisdictions where the Group and its subsidiaries are located. The Group believes that it is not exposed to unusual risks as these financial institutions have high credit quality. The Group has not experienced any losses on its deposits of cash and cash equivalents.

Prior to entering into sales agreements, the Group performs credit assessments of its customers to assess their credit history. Further, the Group has not experienced any significant bad debts with respect to its accounts receivable for the years ended December 31, 2016 and 2017, the addition of allowance for doubtful accounts for the year ended December 31, 2018 was mainly arisen from the CDN service to a customer.

Restricted net assets

Relevant PRC laws and regulations permit payments of dividends by the Company's subsidiaries, VIE and VIE's subsidiaries in China only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. In addition, the Company's subsidiaries, VIE and VIE's subsidiaries in China are required to make certain appropriation of net after-tax profits or increase in net assets to the statutory surplus fund (see Note 2(bb)) prior to payment of any dividends. As a result of these and other restrictions under PRC laws and regulations, the Company's subsidiaries, VIE and VIE's subsidiaries in China are restricted in their ability to transfer their net assets to the Company in terms of cash dividends, loans or advances, which restricted portion amounted to USD 142,487,000 and USD 144,433,000 as of December 31, 2017 and 2018, respectively. Even though the Company currently does not require any such dividends, loans or advances from the PRC subsidiaries, VIE and VIE's subsidiaries for working capital and other funding purposes, the Company may in the future require additional cash resources from the Company's subsidiaries, VIE and a VIE's subsidiaries in China due to changes in business conditions, to fund future acquisitions and development, or merely to declare and pay dividends to make distributions to shareholders.

27. Additional information: condensed financial statements of the Company

Regulation S-X require condensed financial information as to financial position, statement of cash flows and results of operations of a parent company as of the same dates and for the same periods for which audited consolidated financial statements have been presented when the restricted net assets of consolidated and unconsolidated subsidiaries together exceed 25 percent of consolidated net assets as of the end of the most recently completed fiscal year.

The Company records its investment in its subsidiaries, VIE and VIE's subsidiaries under the equity method of accounting.

Such investments are presented on the separate condensed balance sheets of the Company as "Long-term investments".

The subsidiaries did not pay any dividends to the Company for the periods presented. Certain information and footnote disclosures generally included in financial statements prepared in accordance with U.S. GAAP have been condensed and omitted. The footnote disclosures represent supplemental information relating to the operations of the Company, as such, these statements should be read in conjunction with the notes to the consolidated financial statements of the Group.

27. Additional information: condensed financial statements of the Company (Continued)

The Company did not have significant other commitments, long-term obligations, or guarantees as of December 31, 2018.

Condensed balance sheets

(In thousands)	December 31, 2017	December 31, 2018
Assets		
Current assets:		
Cash and cash equivalents	280,196	229,675
Due from subsidiaries and consolidated VIEs	98,129	151,491
Prepayments and other current assets	439	170
Total current assets	378,764	381,336
Non-current assets:		
Property, equipment and software, net	1	—
Investments in subsidiaries and consolidated VIEs	17,375	(26,130)
Total assets	**396,140**	**355,206**
Liabilities		
Current liabilities:		
Accounts payable	55	55
Due to subsidiaries and consolidated VIEs	4,079	7,169
Contract liabilities and deferred income, current portion	308	503
Accrued liabilities and other payables	732	2,185
Total current liabilities	5,174	9,912
Non-current liabilities:		
Contract liabilities and deferred income, non-current	308	—
Due to related parties, non-current portion	4,737	—
Other long-term payable	925	—
Total liabilities	**11,144**	**9,912**
Commitments and contingencies		
Shareholders' equity		
Common shares	83	84
Treasury shares 35,233,649 shares as at December 31, 2017 and 32,354,429 shares as at December 31, 2018	9	8
Other shareholders' equity	384,904	345,203
Total Xunlei Limited's shareholders' equity	384,996	345,295
Total liabilities and shareholders' equity	**396,140**	**355,207**

28. Additional information: condensed financial statements of the Company (Continued)

Condensed statements of operations

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Cost of revenues	—	—	—
Gross loss	—	—	—
Operating expenses			
Sales and marketing expenses	(10)	—	—
General and administrative expenses	(1,193)	(1,153)	(1,483)
Total operating expenses	(1,203)	(1,153)	(1,483)
Operating loss	(1,203)	(1,153)	(1,483)
Interest income	1,521	1,262	879
Interest expense	(239)	(239)	(239)
Other income, net	715	3,308	4,646
(Loss)/income from subsidiaries and consolidated VIE			
- Continuing operations	(31,528)	(47,407)	(43,221)
- Discontinued operations	6,623	6,407	139
Loss before income tax	(24,111)	(37,822)	(39,279)
Income tax	—	—	—
Net loss	(24,111)	(37,822)	(39,279)
Net income attributable to the non-controlling interest	—	—	—
Net loss attributable to Xunlei Limited's common shareholders	(24,111)	(37,822)	(39,279)

Condensed statement of cash flows

	Years ended December 31,		
(In thousands)	**2016**	**2017**	**2018**
Cash flows from operating activities			
Net cash used in operating activities	(20,312)	(25,333)	(88,309)
Cash flows from investing activities			
Net cash generated from investing activities	15,557	32,670	37,788
Cash flows from financing activities			
Net cash used in financing activities	(14,260)	(301)	—
Net (decrease) / increase in cash and cash equivalents	(19,015)	7,036	(50,521)
Cash and cash equivalents at beginning of year	292,175	273,160	280,196
Effect of exchange rates on cash and cash equivalents	—	—	—
Cash and cash equivalents at end of year	273,160	280,196	229,675

Exhibit 4.34

English Summary of General Contract for the Construction of Xunlei Building

Shenzhen Xunlei Networking Technologies Co., Ltd. (as Employer) and China Construction Second Engineering Bureau Ltd. (as Contractor) entered into a General Contract for the Construction of Xunlei Building on April 24, 2018 (the "Agreement").

The following is an English summary of material terms and conditions of the general provisions of the Agreement in accordance with Rule 12b-12(d) under the Securities Exchange Act of 1934, as amended (17 CFR 240.12b-12(d)). In addition to the material terms and conditions of the general provisions that have been summarized herein, the Agreement also includes more detailed special provisions with respect to the same or similar subjects of the general provisions summarized herein, such as project payment, insurance, project guarantees, breach of contract, and dispute, and other customary general provisions, as well as ancillary exhibits. Capitalized term in the below summary has the meaning ascribed to it in the Agreement.

Employer:

Shenzhen Xunlei Networking Technologies Co., Ltd.

Contractor:

China Construction Second Engineering Bureau Ltd.

Project scope:

The project is of frame-shear wall structure and covers an area of 5,004.38 m^2, including 26 floors aboveground and 4 floors underground, with a total height of 120 meters and a total construction floor area of about 65,000 m^2.

Contract period:

From April 16, 2018 (subject to the Order of Commencement) to February 4, 2020. The total contract period is 660 calendar days.

Contract price:

The contract price (including tax) is RMB144,602,452.83. The housekeeping fee for the construction site is RMB3,476,106.26.

Employer's obligations:

The Employer may appoint the Employer's Representative whose name shall be specified in the Special Conditions. The matters to be confirmed, approved, agreed, and approved by the Employer as agreed in the Contract shall be subject to the seal of the Employer or the signature of the Employer's Representative. If the Employer needs to change the Employer's Representative, the Engineer and the Contractor shall be notified in writing at least 7 days in advance.

The Employer shall perform all the obligations agreed in the Contract. The Employer shall pay the Contract Price and other accounts payable to the Contractor according to the period and mode of payment agreed in the Contract, and shall provide the Contractor with standards, specifications, drawings, materials, equipment and other items in accordance with the Contract. The Employer shall ensure that its personnel cooperate with the Contractor and comply with the provisions on engineering safety and environmental protection.

The Employer shall complete the following work in accordance with the Special Conditions before the commencement of the Project, and bear relevant expenses:

(1) To handle work such as land acquisition, compensation for demolition, leveling the Construction Site, so that the Construction Site is qualified for construction, and continue to be responsible for resolving the remaining problems of the above work after the commencement of work;

(2) To connect the water, electricity and communication lines required for construction from the outside to the inside of the Construction Site to ensure the needs during the construction period;

(3) To open the access between the Construction Site and the urban and rural public roads to meet the needs of construction and transportation;

(4) To provide the Contractor with the information on the engineering geology and underground pipeline of the Construction Site, and be responsible for the truth and accuracy of the information;

(5) To handle planning and construction permits, and the approval of no water, power outage, interruption of road traffic, blasting operations, etc.;

(6) To determine the benchmark and coordinate control point, organize the site handover and acceptance and the handover to the Contractor;

(7) To organize the Contractor and the Designer to carry out the joint review of drawings and design disclosure;

(8) To coordinate with and deal with the protection of underground pipelines, nearby buildings, structures (including relic protection buildings) and ancient and precious trees around the Construction Site; and

(9) To handle other tasks to be carried out by the Employer as agreed by the Employer and the Contractor in the Special Conditions.

The Employer may delegate the Contractor to handle part of the work in the preceding paragraph at the Employer's expense. The specific delegated content is agreed by the Parties in the Special Conditions. If the Employer fails to complete all the work stipulated in the preceding paragraph and has not entrusted the Contractor to handle the work, which causes losses to the Contractor and/or the delay in the construction period, the Employer shall compensate the Contractor for the losses and/or extend the delayed construction period.

Contractor's obligations:

The Contractor shall perform all the obligations agreed in the Contract. The Contractor shall complete the design work stipulated in the Contract, carefully organize the construction, complete the Project on time and repair the defects within the defect warranty period. Therefore, the Contractor shall provide all necessary supervision and management, workers, materials, equipment, construction equipment, transportation to and from the Construction Site, and various items that are stipulated by the Contract or reasonably inferred to be necessary for the Project.

The Contractor shall complete the following work in accordance with the Special Conditions:

(1) To complete the engineering construction drawing design entrusted by the Employer within its scope of design qualification level and business permit for the project designed by the Contractor, while the design shall be used after being reviewed by the Engineer and confirmed by the Employer, and the Employer shall bear the expenses incurred thereby;

(2) To undertake the safety and security of the Construction Site, and provide and maintain lighting and enclosure facilities for construction not at night;

(3) To provide the Employer with the housing and facilities for office and living at the Construction Site, and the expenses incurred shall be borne by the Employer;

(4) To go through relevant procedures according to laws, regulations, rules and the management regulations concerning Construction Site transportation, environment protection, construction noise, safety in production, and housekeeping and then inform the Engineer. The Employer shall bear the expenses incurred, except for the penalty caused by the Contractor;

(5) To be responsible for the protection of the completed project before the Project or an individual works of the Project has been completed but not delivered to the Employer, and shall repair the damage occurred during the protection period and bear the expenses. If the Employer requires the Contractor to take special protective measures, the Employer shall bear the corresponding expenses;

(6) To carry out the protection of underground pipelines, nearby buildings, structures (including relic protection buildings) and ancient and precious trees of the Construction Site;

(7) To ensure that the Construction Site is clean and conforms to the related provisions of environmental sanitation management, clean the Construction Site before handover, and be responsible for the loss and penalty caused by its violation of relevant regulations for its own cause; and

(8) To be responsible for other tasks to be carried out by the Contractor as agreed by the Employer and the Contractor in the Special Conditions.

If the Contractor fails to complete all the work stipulated in the preceding paragraph, which causes losses to the Employer, the Contractor shall compensate the Employer for the losses

Engineer:

The Employer shall designate the Engineer in the Special Conditions of the Contract or inform the Contractor of the Engineer's name before commencement. For the project under supervision, the Employer shall inform the Contractor in writing of the name and supervision content of the Supervision Organization and the Chief Supervision Engineer before commencement. Any instruction from the Employer to the Contractor shall be given by the Engineer. If the Employer needs to change the Engineer, the Contractor shall be notified in writing at least 7 days in advance.

The Engineer shall perform the duties in the Contract and exercise the power specified or inevitably implied therein. Except as expressly stated in the Contract, the Engineer shall have no right to amend the Contract, or to discharge the Contractor from any of its duties and obligations under the Contract. Any act or omission of the Engineer in the performance and exercise of its authority shall not exempt the Contractor from performing any of its duties and obligations as agreed in the Contract.

Project Manager:

The Contractor shall appoint the Project Manager in accordance with the commitments in the bid documents and authorize him to perform the power and obligations stipulated in the Contract on behalf of the Contractor, and the authorization shall be specified in the Special Conditions with the consent of the Employer.

All documents issued by the Contractor under the Contract (including notices to the Employer or the Engineer) shall be in writing and signed by the Project Manager before issuance.

The Contractor shall ensure that the Project Manager appointed by it is consistent with the commitments in the bid documents and that the Project Manager is in place in time, so as to ensure the stability of the project management team in the construction process. If the appointed Project Manager is inconsistent with the commitments in the bid documents or fails to be in place in time, the Employer may impose corresponding penalties on the Contractor in accordance with the Special Conditions. If the Project Manager needs to be replaced, the Engineer shall be notified in writing and the replacement shall be reported to the Employer for consent at least 7 days in advance. Without the consent of the Employer, the Contractor shall not replace the Project Manager.

The Project Manager shall organize the construction properly according to the construction organization design (construction plan) and project schedule approved by the Employer and the Engineer, and the instructions issued by the Engineer. If an emergency that threatens the personal and property safety and immediately affects the safety of the Project occurs and the Engineer cannot be contacted, the Project Manager shall take emergency measures to ensure the safety of personnel, property and the Project, and submit a report to the Engineer within 48 hours after taking the measures.

Transfer:

The Contractor shall not transfer the Contract or any part thereof to any other organization or individual.

Subcontracting:

The Contractor's project to be subcontracted and the Subcontractor shall be approved by the Employer and stipulated in Special Conditions. The subcontracting part of the Project by the Contractor within its scope of contracting does not discharge the Contractor from any responsibilities and obligations.

If the Contractor fails to have the qualifications to construct specialized works in the Contract, it shall subcontract the specialized works according to the preceding paragraph, and the Subcontractor shall be qualified for the construction of the specialized works.

The Contractor is obliged to provide the Engineer with all the information on the Subcontractor of the project subcontracted or to be subcontracted at the request of the Engineer.

The Contractor shall sign a subcontract with the subcontractors. The subcontracted project price shall be settled by the Contractor with the subcontractors. The Employer shall not pay any project payment to the subcontractors in any form without the consent of the Contractor.

The Contractor shall not divide the whole Project into parts for subcontracting. The Contractor shall prohibit the Subcontractor from subcontracting any part of the subcontracted project again.

Specialized works contracting:

The Employer who contracts specialized works by itself shall follow relevant laws and regulations and define the specialized contractor in the Special Conditions. The specialized works construction contract shall be signed by and between the Employer and the specialized contractor, and the Contractor and the specialized contractor have the relationship of general contracting and subcontracting.

The Employer shall protect the Contractor from the responsibilities and obligations that shall be borne by the specialized works contractor, and protect the Contractor from damages in respect of the above duties and obligations. The Contractor shall be exempted from the claim, compensation and litigation costs and other expenses that are related to the Contract and caused by the failure of the specialized contractor to perform the above duties and obligations;

The Contractor shall be exempted from any loss caused by the fault of the specialized contractor; and

The Contractor shall conduct unified and coordinated management of the whole project construction, and the specialized contractor shall be managed by the Contractor and cooperate in the construction.

The Employer and the Contractor shall separately agree on the amount and payment method of the cooperation fee and management fee according to the correlation between the construction contract of specialized works and the Contract.

Commencement of work and delay:

The Engineer shall issue the Notice of Commencement to the Contractor at least 7 days prior to the Commencement Date as agreed in the Contract, and the Contractor shall commence the construction of the Project or an individual works of the Project according to the Commencement Date stipulated in the Contract.

If the Contractor fails to commence the construction on time due to its own reasons, it shall submit the request and reasons for the delay of commencement of work to the Engineer at least 7 days before the Commencement Date stipulated in the Contract. The Engineer shall review the application for the delay of commencement of work within 48 hours after receiving it, and reply to the Contractor after the approval of the Employer. If the Employer agrees to delay the commencement of work or fails to reply within the time limit, the commencement of work will be postponed and the construction period will be extended accordingly. If the Employer does not agree to delay the commencement of work or the Contractor fails to file an application for the delay of commencement of work within the agreed time limit, the commencement of work will not be delayed and the construction period will not be postponed.

If the failure of the Contractor to commence the construction on the Commencement Date specified in the Contract is caused by the Employer, the Engineer shall notify the Contractor in writing to delay the commencement of work and postpone the construction period accordingly. The Employer shall compensate the Contractor for the loss caused by the delay in commencement of work.

Suspension and resumption of construction:

If the Engineer thinks it is necessary to suspend construction, he/she may issue a Construction Order to the Contractor to suspend part or all of the Project and propose written handling opinions within 48 hours after the order is issued. The Contractor shall suspend the construction of part or all of the Project in accordance with the instructions of the Engineer. During the suspension of construction, the Contractor shall properly protect the Project or any part thereof and ensure its safety.

The Employer shall not compensate for the expense increase and/or delay in the construction period involved in the suspension of construction due to the following reasons:

(1) The necessary suspension caused by the Contractor’s certain mistakes or breach of contract, or those the Contractor shall be responsible;

(2) Such suspension as may be required by the Contractor’s adjustment and deployment for the reasonable construction of the Project or by necessary technical measures taken for the safety of the Project and any part thereof; and

(3) Necessary suspension caused by on-site climatic conditions (except for the Force Majeure).

If the suspension caused by the act or mistake of the Employer or the Engineer causes losses to the Contractor and/or the delay in the construction period, the Employer shall compensate the Contractor for the losses and/or extend the delayed construction period.

If the Contractor suspends the construction of all or part of the Project according to the instructions of the Engineer, the Engineer does not issue an Order of Resumption within 63 days after the date of suspension of construction, and the suspension of construction is not within the scope of the second paragraph of this subsection, the Contractor may issue a notice to the Engineer to request to continue the suspended construction within 14 days after the Engineer receives the notice. If the approval is not obtained within the above period, the Contractor may (but not necessarily) make the following choices:

(1) Where the suspension affects only part of the Project, the Contractor shall have the right to cancel such part of the Project from the Contract and give a notice thereof to the Employer; and

(2) Where the suspension affects the whole Project, the Contractor shall have the right to regard such suspension as an event of default in accordance with Article 36 (breach of contract) of the General Conditions and terminate the contracting of the Contract.

Upon the issuance of Order of Resumption by the Engineer, the Contractor and the Engineer shall jointly inspect the Project, production equipment and materials affected by the suspension. The Contractor shall be responsible for the restoring for any deterioration, defect or damage of the Project, equipment and materials.

Construction period and delay:

The Project shall be completed within the period agreed in the Contract, or within the extended period upon the occurrence of certain events agreed in the Agreement.

If the Contractor fails to complete the Project within the construction period or agreed extended period, the Contractor shall undertake the liability for breach and pay the delay damages to the Employer in accordance with the Special Conditions, while the payment of the delay damages shall not discharge the Contractor from any responsibilities and obligations agreed in the Contract.

Project quality and inspection:

The Project quality shall meet the quality standards agreed in the Contract Agreement. The evaluation of project quality standards shall be based on the standards and specifications agreed therein.

The Contractor shall establish a quality assurance system which shall conform to the provisions of the Contract. Compliance with the quality assurance system shall not relieve the Contractor from any of its obligations and responsibilities under the Contract.

The Contractor shall be responsible to the Employer for the quality of the Project, and its responsibilities shall include but not limited to the following:

(1) To prepare and review construction technical plans; to determine the construction technical measures for special projects; to establish engineering quality assurance system. Although these schemes and measures are subject to the approval of the Engineer, they do not exempt the Contractor from liability;

(2) To provide and organize sufficient engineering quality control and inspection personnel to inspect and control engineering construction quality;

(3) To control the materials and equipment used in construction, including those procured by the Contractor and Subcontractor, in order to make it not lower than the standards, specifications, design documents and standards stipulated in the Contract;

(4) To participate in the acceptance of all projects, including concealment acceptance, intermediate acceptance and completion acceptance, and to organize the Subcontractor to participate in the project completion acceptance;

(5) To be responsible for organizing the Subcontractor to jointly assume the project warranty responsibility during the defect liability period;

If the Project is damaged due to the Contractor’s responsibility for quality control, the Contractor shall repair it on its own and bear the losses caused thereby to the Employer. The delayed construction period shall not be postponed.

The Contractor shall carry out construction in accordance with the relevant standards, specifications and requirements of design drawings as well as the instructions of the Engineer, and accept the inspection and test of the Engineer at any time, so as to provide all convenience for the inspection and test.

Contract price:

The Contract Price shall be agreed by the Employer and the Contractor in the Agreement based on the bid price of the Notification of Award (the Contractor's bid price quotation is the Contract Price). After the Contract Price is agreed in the Contract, neither party may change it without authorization.

Except as otherwise agreed in the Contract, all taxes and fees to be paid by the Contractor or its Subcontractor or specialized contractor shall be borne and paid by the same in accordance with the current tax law of the state and the current provisions of the relevant departments.

The fixed unit price is applied hereunder. Except as otherwise agreed in the Contract, the unit price of the Project constituting the Contract Price shall not be adjusted once the Contract is signed and determined by the Employer and the Contractor.

After the Contract is signed, if the change of national laws and regulations has an impact on the Contract Price, the Contract Price shall be adjusted, and the Employer and the Contractor shall make adjustment with reference to the corresponding measures issued by the municipal project cost management agency and the actual impact caused by the change of laws and regulations.

If the price fluctuation of labor, main materials and machinery used for the Project caused by reasons other than the Contractor exceeds 5% plus or minus, the Contract Price shall be adjusted, unless the Employer and the Contractor agree not to adjust in the Special Conditions. If adjustment is made, the price difference adjustment excludes the enterprise management fees and profits.

Confirmation of quantities:

The Employer and the Contractor shall agree in the Special Conditions on a rule for calculating the quantities to be used.

The quantities listed in the Bill of Quantities provided by the Employer is the estimated quantities provided according to the design of the Project and cannot be regarded as the actual and accurate quantities that the Contractor should complete in the course of performing the Contract obligations.

The Contractor shall timely submit the measurement report to the Engineer on the completed quantities in accordance with the progress of the Project. The Engineer shall, within 7 days after receiving the measurement report, measure the completed project quantities submitted by the Contractor and notify the Contractor 24 hours before measurement, and the Contractor shall attend on time and provide all materials and necessary assistance as required.

Project payment:

The Employer and the Contractor shall agree in the Special Conditions on a certain proportion of the project advance payment for construction preparation, and the amount is generally 10 ~ 30% of the Contract Price. For the amount of advance payment for housekeeping measures fee of the Construction Site, where the contract period is less than one year, it shall not be less than 50% of the total amount of such fee; if the contract period is more than one year (including one year), it shall not be less than 30% of the total fee.

The Employer shall pay the Contractor the advance payment of the Project at the time and amount specified in the Special Conditions, and the advance payment shall be made no later than 7 days before the agreed Commencement Date. If the Employer fails to pay in advance as agreed, the Contractor shall issue a notice to the Employer requesting the payment in advance within 7 days after the expiration of the agreed time for advance payment; if the Employer still fails to pay in advance as required after receiving the notice, the Contractor may stop the construction 14 days after giving the notice; the Employer shall pay the loan interest to the Contractor from the date agreed upon and shall bear the liability for breach.

The Employer and the Contractor shall specify in the Special Conditions of the starting point and deduction ratio for the project advance payment. The advance payment shall not be deducted until the starting point is reached; after reaching the starting point, the advance payment shall be deducted from the interim payment according to the agreed proportion and the project progress in stages.

The Employer and the Contractor shall agree on the time interval and requirements for interim settlement in the Special Conditions, and conduct interim settlement in accordance with this agreement; if there is no time interval agreement, the interim settlement shall be conducted on a monthly basis. The Contractor shall submit to the Engineer the interim settlement statement signed by its Project Manager.

The Engineer shall issue the interim payment certificates within 14 days after the receipt of the interim settlement statement, indicating the price it considers should be settled on the due date and the price that needs to be withheld and deducted and reporting to the Employer for approval. If the price payable in the period is less than the minimum amount paid in the period stipulated in the Special Conditions after being withheld and deducted, the Engineer may not issue a payment certificate, and the project price in the period shall be carried forward on schedule until the accumulated amount payable reaches the minimum amount paid in the period stipulated in the Special Conditions. When the accumulated payment amount in the interim reaches 90% of the total Contract Price and the additional (reduced) Contract Price, the payment shall be suspended.

The Employer shall, within 7 days after the issuance of the interim payment certificate, pay the amount specified in the interim payment certificate to the Contractor. If the Employer fails to pay within the agreed time, the Contractor may issue a notice to the Employer requesting payment. If the Employer still fails to pay as agreed upon receipt of the notice, it may negotiate with the Contractor to sign a deferred payment agreement, upon which the payment may be deferred with the consent of the Contractor; the Employer shall pay the loan interest of the payables to the Contractor from the date agreed upon. If the Employer fails to make interim payment as agreed, and the Parties fail to reach an agreement on deferred payment, resulting in the failure of the construction, the Contractor may stop the construction, and the Employer shall bear the liability for breach.

Completion acceptance:

Within 21 days after the Work has satisfied completion acceptance criteria, the Contractor shall submit application to the Employer for completion acceptance and provide completion materials according to provisions of Special Conditions and those concerning the handover and acceptance of the Project upon completion. Upon receipt of the application and the completion materials, the Employer shall, within 21 days, establish completion and acceptance commission, notify appropriate authorities, and organize completion acceptance.

If the Project passes the completion acceptance, the Employer shall, within 7 days after the acceptance procedures, issue the Handover Certificate to the Contractor and initiate handover procedures of the Project. After the issuance of the Handover Certificate, the Contractor shall handover the Project to the Employer, and the Contractor will no longer be liable for taking care of the Project. After the issuance of the Handover Certificate, the Contractor shall clear the Construction Site and remove equipment of the Contractor, remaining materials and equipment, trash and all kinds of Temporary Works from the site, to keep the whole site and the Project clean and tidy and can be put into use after the completion.

If the Project does not meet the agreed criteria provided in the Contract, the Engineer shall follow the comments given by the completion and acceptance commission and issue instruction to the Contractor indicating that the Project will not be accepted within 7 days after the acceptance work, and require the Contractor to rework and repair the Project that does not meet the agreed criteria provided in the Contract. After the completion of the above work, the Contractor shall submit a new application for completion acceptance. The Employer shall carry out completion acceptance work again. If the Project can be accepted as qualified, then the Employer shall issue the Handover Certificate.

Upon the receipt of the completion acceptance application submitted by the Contractor, if the Employer fails to organize completion acceptance within 21 days without any justified reason, or if the Employer refuses to provide suggestions for modification within 7 days after the completion acceptance work has been carried out even if the Contractor had urged it to do so in writing, it shall be deemed that the Project is accepted as qualified, and the date when the Contractor submit the application for completion acceptance shall be deemed as the Actual Completion Date of the Project. The Employer shall be liable for taking care of the Project thereafter.

If the quality of the Project fails to meet the agreed criteria provided in the Contract during the completion acceptance, in addition to carrying out rework and repair works, the Employer may become subject to penalty as it and the Contractor agreed in Special Conditions.

If the Employer has any objection about the quality of the Project and refuses to issue the Handover Certificate of the Project, the Employer and the Contractor shall delegate qualified Quality Inspection and Evaluation Institution as agreed in the Special Conditions for quality inspection of works in dispute, except for when the Employer agrees to accept the Project with quality criteria lower than those provided in the Contract (the lower criteria shall comply with mandatory national quality standards).

Completion settlement:

The Contractor shall prepare the Completion Settlement Statement based on the agreed Contract Price, the changed Contract Price and claims, and summarizes all the materials for completion settlement.

Unless Special Conditions specify the agreed personnel and times for verification, the Employer and the Contractor are required to verify completion settlement once only, except for the Contractor has to resubmit revised materials based on the suggestions proposed by the Employer after verification.

Within 28 days or agreed period as described by Special Conditions after the completed Project is accepted as qualified, the Contractor shall submit the Completion Settlement Statement and materials for settlement to the Employer.

Upon receipt of the Completion Settlement Statement and materials for settlement submitted by the Contractor, the Employer shall, within 28 days or agreed period as described by Special Conditions, with the help of the Engineer, verify the Completion Settlement Statement submitted by the Contractor based on materials for settlement according to relevant provisions of the Contract, and:

(1) Approve the Completion Settlement Statement submitted by the Contractor, and identify the settlement price of the completed Project; or

(2) Propose suggestions for verification or require additional materials for settlement.

Upon receipt of the suggestions for verification proposed by the Employer, the Contractor shall, within 14 days or agreed period as described by Special Conditions, submit the revised Completion Settlement Statement or additional materials for settlement to the Employer. Upon receipt of such materials, the Employer shall, within 14 days or agreed period as described by Special Conditions, verify the materials then identify the settlement price of the completed Project upon any consensus has been reached between the Employer and the Contractor.

If the Contractor fails to submit the Completion Settlement Statement and materials for settlement (including revised Completion Settlement Statement and additional materials for settlement) during the contract period, the Engineer shall notify the Contractor to submit such materials; upon the receipt of such instruction, if the Contractor fails to follow the instruction or does not make definite response within 14 days, the Employer is entitled to review, verify and identify the settlement price of the completed Project based on existing materials, submit the settlement price to the Contractor in writing and regard it as the basis of the payment of the settlement price of the completed Project.

Within 60 days or agreed period as described by Special Conditions upon receipt of the Completion Settlement Statement and materials for settlement, or within 14 days or agreed period as described by Special Conditions upon receipt of the revised Completion Settlement Statement or additional materials for settlement, if the Employer does not approve the Completion Settlement Statement (including the revised Completion Settlement Statement) submitted by the Contractor nor propose any objection, it is deemed that the Employer approve the Completion Settlement Statement submitted by the Contractor.

After the Parties have identified the settlement price of the completed Project, the Employer shall, within 7 days, submit the Completion Settlement Statement identified jointly by the Parties to the designated Review Authority for review. Completion settlement which has not been reviewed shall not be the basis of the payment of the project price nor the property right registration.

After the completion of the review of completion settlement, the Engineer shall issue Certificate of Payment upon Completion of Work within 7 days, report it to the Employer and sent it to the Contractor after approval. The Certificate of Payment upon Completion of Work shall specify the identified settlement price of the completed Project and the final payment that shall be made to the Contractor under the Contract.

After the identification of the Certificate of Payment upon Completion of Work, the Employer shall, within 14 days, pay the settlement price of the completed Project to the Contractor, excluding the Project Quality Defect Warranty Deposit which shall be withheld as prescribed by the Project Quality Defect Warranty therein.

If the Employer fails to pay the settlement price of the completed Project within 14 days after the identification of the Certificate of Payment upon Completion of Work without any justified reasons, it shall be subject to liabilities for breach of the Contract and shall pay the loan interest of the overdue project price which is calculated at the loan rate for the same period as provided by the bank from the 15th day. The Contractor may remind the Employer of paying the settlement price. If the Parties enter into Late Payment Agreement, the Employer shall pay the interest for overdue project price which is calculated at the loan rate for the same period as provided by the bank; if the Parties do not enter into Late Payment Agreement, and the Employer fails to make payment 14 days after it received the reminder, then the Contractor may dispose of the retained Leased Premise, or bring a payment bond claim against the Guarantor, or convert the Project into money or sell it at auction after signed a relevant agreement with the Employer, under this circumstance, the Contractor shall have priority in satisfying its claim from the proceeds of auction or sale of the Project.

Breach of contract:

If the Employer refuses to fulfill its obligations under the Contract or fails to fulfill its obligations as per the provisions in the Contract, the Employer shall be liable for breach of contract, compensate for relevant losses caused to the Contractor and postpone the construction period. The Employer shall be liable for breach of contract according to Special Conditions upon the occurrence of certain circumstances prescribed in the Agreement.

If the Contractor refuses to fulfill its obligations under the Contract or fails to fulfill its obligations as per the provisions in the Contract, the Contractor shall be liable for breach of Contract and compensate for relevant losses caused to the Employer. The Contractor shall be liable for breach of contract according to Special Conditions upon the occurrence of certain circumstances prescribed in the Agreement.

Unless otherwise specified, if the Contractor or the Employer violates the Contract and the other Party requires the defaulting party to continue to perform the Contract, the defaulting party shall continue to perform the Contract after bearing the aforesaid liabilities for violation of the Contract.

Claims:

If the Employer or the Contractor brings a claim against the other Party, the claim must be supported by reasonable reasons and valid evidences collected at the time of the occurrence of the claim event. The Party which brings a claim against the other Party shall record the event at the time of the occurrence of the claim event, so as to certify the claim and allow the other Party or the Engineer to refer to all the records.

If the Employer/the Contractor fails to fulfill its obligations as per the provisions in the Contract, takes wrong actions, or shall be liable under certain circumstance, leading to losses to the Contractor/the Employer and/or postponed construction period, the Contractor/the Employer may bring a claim against the Employer/the Contractor according to the procedures set forth in the Agreement. The Engineer/the Contractor shall verify the claim report and relevant materials submitted by the Contractor/the Employer, negotiate with the Contractor/the Employer and send the documents to the Employer/the Contractor for approval, then determine the amount of compensation which shall be paid during the same period in which the project price is paid, and determine the postponed construction period and extend the construction period.

Dispute:

Any dispute arising from the Contract or related to the Contract may be settled by the Parties through reconciliation or be submitted to the Guangdong Mediation Center and be mediated in Shenzhen. If the dispute can be settled through reconciliation or mediation, the Contractor and the Employer shall execute Reconciliation Agreement in writing and may submit the Reconciliation Agreement to the court with jurisdiction where the Project is located and file a lawsuit. Where one party is unwilling to mediate or both Parties fail to settle the dispute through mediation, the dispute shall be settled through arbitration as prescribed by Special Conditions or through filing a lawsuit.

If the Parties have disputes, they shall continue to perform the Contract to maintain continuous construction and protect the completed Project, unless any one of the following cases occurs:

(1) One party violates the Contract, making it impossible to perform the Contract, and the Parties enter into an agreement to terminate the construction.

(2) The mediation requires termination of the construction, and it is accepted by the Parties.

(3) The arbitration institution requires termination of the construction.

(4) The court requires termination of the construction.

Execution and termination of the Contract:

The Employer and the Contractor shall specify in the Agreement the conditions that enable the Contract to take into effect.

Except for Article 38 (dispute) and Article 39 (liabilities for defects) thereof, the Contract shall be terminated after the Employer and the Contractor perform all obligations provided therein, the completed Project has been handed over and accepted and the settlement price of completed Project is paid up.

Upon termination of the rights and obligations provided therein, the Employer and the Contractor shall perform the obligations for notice, assistance and confidentiality in good faith.

Cancellation of the Contract:

The Contract may be canceled upon mutual agreement between the Employer and the Contractor.

In the case of the occurrence of conditions prohibited by Article 13 and Article 14 of General Conditions, i.e. the Contractor transfers the whole contract project or any part of the project to a third party or subcontract the whole contract project, the Employer is entitled to cancel the Contract.

The Employer and the Contractor may cancel the Contract if the Contract cannot be performed due to Force Majeure, or it is impossible to perform the Contract due to breach of contract by either Party (including suspension or postponement due to the reasons of the Employer).

Upon cancellation of the Contract, the Contractor shall properly protect and hand over the completed Project and the purchased materials and equipment, and withdraw its machinery and personnel from the Construction Site as required by the Employer. The Employer shall provide the Contractor with convenience for such withdrawal, pay the above expenses and make the payment for the completed Project as agreed therein. The ordered materials and equipment shall be returned by the ordering party or the order contract shall be canceled, and the losses caused by failure to return goods in a timely manner shall be undertaken by the responsible party. The payment for goods that cannot be returned and the expenses for the return of goods or the cancellation of the order contract shall be borne by the responsible party; however, if the cancellation of contract is caused by force majeure, such expenses shall be undertaken by the Employer. In addition, the Party with fault shall compensate for the losses incurred to the other Party arising from the cancellation of the Contract.

The cancellation of the Contract shall not affect the effect of the settlement and liquidation clauses as agreed by the Employer and the Contractor therein.

Employer:

Shenzhen Xunlei Networking Technologies Co., Ltd. (Seal)

By: /s/Kening Wu

Legal representative: Kening Wu

/s/ Seal of Shenzhen Xunlei Networking Technologies Co., Ltd.

Contractor:

China Construction Second Engineering Bureau Ltd. (Seal)

By: /s/Jianguang Chen

Legal/authorized representative: Jianguang Chen

/s/ Seal of China Construction Second Engineering Bureau Ltd.

Exhibit 4.35

Financing Agreement

The Company: Shenzhen Xunlei Networking Technologies Co., Ltd. (hereinafter referred to as "Party A")

Main business address: 7-8/F, Building 11, Shenzhen Software Park, Keji 2nd Road Middle, Nanshan District, Shenzhen, Guangdong

Contact person: Wu Zhenchao **Tel.**: **********

Bank: Shanghai Pudong Development Bank Co., Ltd., Shenzhen Branch (hereinafter referred to as "Party B")

Main business address: 1, 2, 25 and 26/F, Shenzhen ICC Tower, Fuhua 3rd Road, Futian District, Shenzhen, Guangdong

Contact person: Liu Yang **Tel.**: ********

Pursuant to relevant laws and regulations, the following agreement (hereinafter referred to as "this Agreement") is made and entered into by and between Party A and Party B on the basis of equality, mutual benefits and voluntariness after reaching consensus via negotiation:

Part One: General Terms and Conditions

1. Agreement: Refer to any or all documents signed by and between Party A and Party B within the service term of amount, including agreement on amount change (see Appendix 1 for the format) and financing attachments, they shall serve as an indispensable part of this Agreement and shall be read together with this Agreement.

2. Amount: For the purpose of this Agreement, the service term of amount refers to the service term of amount specified in the financing amount sheet (refer to Part two of this Agreement) or the service term of amount explicitly specified in any valid agreement on amount change concluded by and between Party A and Party B (subject to the one signed later). Party A shall apply to Party B for using the financing amount within the service term of amount. Where Party A brings forth any application beyond the term stated above, Party B may refuse its application no matter whether the financing amount has been used up.

3. Amount Change: In case of any discrepancy between the terms stated herein and the financing amount sheet, the latter (including the changes of financing amount sheet made by Party A and Party B in the form of agreement on amount use change from time to time) shall prevail. If any financing attachment concluded by and between Party A and Party B within the service term of amount is in conflict with the provisions of this Agreement, the former shall apply to the business involved in the financing attachment.

Notwithstanding the regulations above, if Party B believes that it is necessary, it can, for the purpose of ensuring the safety of creditor's rights, inform Party A that the financing under any financing attachment becomes mature in advance. In such case, Party A shall repay the financing fund with no delay. For the L/C, L/G/SLC, bank acceptance opened by Party B as per Party A's application, Party A shall make up the margin to 100% without any delay.

4. Financing: As per the provisions of this Agreement and any financing attachment, Party A can, within the financing amount and term, apply to Party B for providing credit financing (collectively known as "financing"). The specific applicable financing variety shall be subject to the financing amount sheet. Party B's commitment on the financing amount under this Agreement can be divided into revocable and irrevocable commitments. For the revocable commitments, Party B can (is not obliged to) provide financing for Party A; for irrevocable commitment, Party B performs the commitment under this Agreement on the basis that the amount use specified in this Agreement can be met and both parties specify other preconditions for the specific business.

5. Financing Attachments. For the purpose of this Agreement, financing attachments refer to the documents signed by Party A, including but not limited to:

(1) For loans, attachments refer to any other loan documents that may be signed with Party A, including contract on working capital loan and contract on fixed assets loan;

(2) For notes discounted, attachments refer to agreement on notes discounted and any other documents that may be signed with Party A.

(3) For trade acceptance discount, attachments refer to the agreement on trade acceptance discount and any other documents that may be signed with Party A.

(4) For factorage financing, attachments refer to the agreement on factorage financing and any other documents that may be signed with Party A.

(5) For L/C (including domestic L/C) export bill purchase and outward bills purchased under collection, attachments refer to the agreement on export bill purchase and outward bills purchased under collection and any other documents that may be signed with Party A.

(6) For L/C advance against inward documentary bills, attachments refer to the agreement on advance against inward documentary bills and any other documents that may be signed with Party A.

(7) For packing loan, attachments refer to the agreement on packing loan and any other documents that may be signed with Party A.

(8) For the opening of L/C, attachments refer to the agreement on the opening of L/C and any other documents that may be signed with Party A.

(9) For the opening of L/G and SLC, attachments refer to the agreement on the opening of L/G and SLC.

(10) For the opening of bank acceptance, attachments refer to the agreement on the opening of bank acceptance and any other documents that may be signed with Party A.

(11) Other financing documents signed by and between Party A and Party B. for Party A's application related to the use of financing amount, Party B shall issue financing fund to Party A according to the conditions stipulated in this Agreement and financing attachments and/or issue a letter of commitment at the request of Party A as long as the application satisfies the provisions of this Agreement and the requests proposed by Party B. However, Party B shall not cancel or change the financing application/agreement that it has signed or submitted; otherwise, Party A shall pay Party B's costs, fees and losses caused by its cancellation or change of application/agreement.

6. Document Submission. Party A shall provide Party B with the following documents or satisfy the corresponding conditions prior to the signature of this Agreement or at the request of Party B.

(1) Copies of Party A's latest articles of association and business license;

(2) Board resolution on authorizing Party A to sign this Agreement and relevant financing attachments;

(3) Party A's power of attorney for the authorized representative and signature specimen of the authorized agent;

(4) All financing attachments signed by Party A legally based on Party B's requirements; and

(5) Other documents and/or conditions required by Party B.

7. Preconditions of Amount Use. Party A must satisfy the following conditions on the amount use:

(1) Party A has normal production and operation activities, favorable financial conditions and has no deteriorated business conditions in the recent three years;

(2) Party A has no violation event explicitly specified in the financing agreement;

(3) If the business under this Agreement is guaranteed, the corresponding guarantee documents have been signed and become valid, necessary mortgage/pledge registration formalities have been finished and guarantee right has been established before Party B develops the specific business;

(4) Party A's explicit amount use plan. The factors and conditions of the specific business application conform to Party B's relevant rules and systems and requirements for credit conferring examination and approval as well as the requirements for handling the specific financing business;

(5) Party A has provided its information and statements regarding its production, business and financial activities and commits to provide and accept Party B's supervision and inspection within the term of this Agreement in time;

(6) The amount to be used does not exceed the rest balance of the amount;

(7) Party A's specific business application shall be proposed within the limit of amount use; the day when fund is released or when Party B is required to open L/C, L/G/SLC and bank acceptance or other businesses are developed must be Party B's working days;

(8) Other preconditions required by Party B (if any; see "Other Matters as Mutually Agreed" in Part 2).

8. Amount of Financing Occupied. It refers to the sum of financing funds that Party B has been issued to Party A at all times as per this Agreement and financing attachments and that Party A has not repaid as well as the amount of the commitment issued at the request of Party A and excludes the fund that has been paid to Party B by Party A or Party A's guarantor in the form of cash pledge (including margin), unless otherwise specified.

9. Revolving. For the revolving financing amount, the financing amount occupied by the amount involving the obligations that have been performed will be recovered after Party A finishes performing the obligations under this Agreement and financing attachments (including repaying the financing fund, making up 100% margin or Party B's discharge from the external payment liabilities). Party A can, within the service term of amount specified in this Agreement, apply to Party B for using financing amount continuously. The non-revolving financing amount cannot be recovered once occupied, unless otherwise agreed by Party B. Party B is entitled to review Party A's conditions and the collateral per year, unless otherwise specified. If Party A passes the review, it can use the financing amount next year continuously; otherwise, Party B is entitled to cancel Party A's financing amount at the beginning of next year. In such case, except for the financing attachments that have become valid, the financing amount that has not been used yet and will be returned in future will not be used any longer.

10. Guarantee. If the financing amount under this Agreement is guaranteed, Party A shall apply for financing as per this Agreement on the basis that the guarantee document has been signed and come into effect. If the financing amount sheet requires the proportion of margin for opening L/C, L/G/SLC and bank acceptance, Party A can open the above on the basis that the margin in the aforesaid proportion has been paid off. Where Party A plans to apply for the change of financing amount, which leads to the increase of the amount, Party A shall provide more guarantee or urge the guarantor to confirm the change and provide more guarantee. For the financing amount that can be used continuously in the next year after Party B's review, Party A shall ensure the guarantee will remain valid continuously at the request of Party B.

11. Taxation. Party A shall repay the financing fund under this Agreement in full amount without any deduction, unless it is required to deduct relevant taxes when making repayment as per laws. If Party A must deduct relevant taxes as per laws, it shall provide Party B with duty-paid proof within 15 (fifteen) days after making deduction. At the same time, Party A shall pay extra fees to Party B until the funds received by Party B are equal to the amount that Party B shall receive without any deduction.

12. Statement and Guarantee. Party A hereby makes the following statements and guarantees which are seen to be made by Party A repetitively per time when Party B provides Party A with financing as per this Agreement and financing attachments and shall always remain valid.

(1) Party A is the enterprise (public institution) legal person or other economic organization duly established as per applicable laws and enjoying independent legal person qualification and complete financial system and repayment capacity, has the rights to conclude and perform this Agreement as per laws, sign this Agreement and any document related to this Agreement and has taken all necessary company behaviors to make this Agreement and any document related to this Agreement legal, valid and executable forcefully;

(2) Party A signs this Agreement and performs its obligations under this Agreement without violating any other contract or document it has signed, the company's articles of association, any applicable law, regulation or administrative order, relevant documents, judgment or ruling of competent authority or conflicting any other obligation or arrangement it shall follow.

(3) Party A and any shareholder or associated company of Party A are not involved in any liquidation, bankruptcy or reorganization program or is not merged, combined, separated, reconstructed, dissolved, shut down or does not enter similar legal programs or any case that may lead to such legal procedures.

(4) Party A does not involve any economic, civil, criminal, administrative proceeding or similar arbitration procedure that may exert adverse influence on it or any case that may lead to its involvement in such legal procedure or similar arbitration procedure.

(5) No any major assets of Party A's legal representative, director, director or other senior managers and its client are executed forcefully, sealed up, detained, frozen, retained or supervised or involve any case that may lead to the consequence above.

(6) Party A ensures all the financial statements it issues (if any) conform to the applicable laws and reflect its financial conditions truthfully, completely and fairly; all the documents, data and information it provides for Party B about itself and the guarantor when signing and performing this Agreement are authentic, valid, accurate and complete and do not conceal or omit anything required.

(7) Party A deals with all matters applicable under laws and regulations, develop business based on the scope of business specified in its business license or approved as per laws and go through registration and annual check formalities in time;

(8) Party A has disclosed the facts and conditions that it knows or shall know and based on which Party B decides whether granting the credit under this Agreement to Party B (including but not limited to business, finance and external guarantee).

(9) Party A's internal management documents related to environment and social risks conform to laws and regulations and have been implemented faithfully.

(10) Party A ensures it has no any other case or event that causes or may cause major adverse influence on its performance capacity.

13. Commitment. Party A makes the following commitments which are seen to be a new commitment made by Party A repetitively each time when Party B provides financing for Party A as per the provisions of this Agreement and financing attachments and shall always remain valid.

(1) Party A shall abide by and perform all its obligations under this Agreement and financing attachments strictly;

(2) Party A shall repay the financing fund or payment made in advance in time as per the provisions of this Agreement and financing attachments or make up 100% margin at the request of Party B, unless otherwise specified in this Agreement or financing attachments. Party A shall apply for, obtain and abide by all the approvals, authorizations, registrations and licenses required as per the applicable laws and regulations and always make them valid so that it could sign and perform the obligations specified in this Agreement and any document related to this Agreement lawfully. As long as Party B requires, Party A shall issue relevant certificates without any delay;

(3) Within 5 (five) Party B's working days upon knowing its involvement in any economic, civil, criminal, administrative proceeding or similar arbitration procedure which may exert adverse influence on itself or within 5 (five) Party B's working days upon knowing any of its assets may be executed forcefully, sealed up, detained, frozen, retained or supervised, Party A shall inform Party B in writing and state the detailed influence and remedial measures it has taken or will take;

(4) Without Party B's written consent, Party A shall not provide guarantee which exerts major adverse influence on its financial conditions or capacity of performing the obligations under this Agreement for a third party;

(5) Without Party B's written consent, Party A shall not repay other long-term debts in advance by exerting major adverse influence on its capacity of performing the obligations under this Agreement;

(6) From the date when this Agreement is concluded to the full repayment of debts under this Agreement and financing attachments, without Party B's written consent, Party A shall not:

① enter liquidation, reconstruction or bankruptcy procedure, be merged, combined, separated, reorganized, dissolved, shut down or go out of business or involve other similar legal procedures;

② sell, rent out, bestow, transfer or dispose in other ways any of its important assets, except for the daily business demand;

③ change its equity structure;

④ sign any contract/agreement exerting major adverse influence on its capacity of performing the obligations under this Agreement or bear related obligations that may exert the influence above.

(7) If the guarantee under this Agreement involves a special case or is changed certainly, Party A shall provide other guarantee recognized by Party B based on Party B's requirements. The said special case or change includes but not limited to the guarantor's production suspension, business shutdown, dissolution, business suspension for rectification, revoking or cancellation of business license, application or passive application of reorganization, bankruptcy, substantial change of business or financial conditions, involvement in major lawsuit or arbitration, lawsuit, arbitration or other compulsory measures against legal representative/person in charge, depreciation or possible depreciation of collateral, seal-up and other property preservation measures, violation of the guarantee contract and request for terminating guarantee contract.

(8) Party A shall also go through notarization with compulsory execution effect from the notary organ recognized by Party B at the request of Party B and agrees to accept the compulsory execution voluntarily;

(9) Party A shall inform Party B, at all times, of the event that may influence its capacity of performing the obligations under this Agreement and any document related to this Agreement.

(10) Special provisions on group client (applicable to group clients).

If Party A to this Agreement is a group client, Party A hereby commits:

① Party A shall report the associated transactions which are above 10% of the actual addressee's net assets in time, including a. association of all transaction parties; b. transaction project and transaction nature; c. amount or the corresponding proportion of transaction; d. pricing policy (including the transaction with no amount or with symbolic amount).

② If the actual addressee has any of the following cases, Party A is seen as a breach of this Agreement. In such case, Party B is entitled to decide if cancelling the credit that Party A has not used yet unilaterally and collect the credit used partially or wholly or ask Party A to make up the margin to 100%. a. The addressee provides false materials or conceals major business and financial information; b. The addressee changes the original credit purpose, embezzles credit or uses bank credit to engage in illegal transactions arbitrarily without Party B's consent; c. The addressee extracts bank capital or credit at Party B's site by discount or pledging in virtue of false contract among associated parties and with creditor's rights with no trading background such as notes receivable and accounts receivable; d. The addressee refuses to accept Party B's supervision and inspection of its use of credit capital and relevant business and financial activities; e. The addressee is merged, purchased or reorganized substantially, which Party B deems probably influential to the credit safety; f. The addressee avoids bank creditor's rights purposefully by connected transaction.

(11) Special provisions, commitment and conventions on green credit (applicable to the clients whose construction, production and operation activities of nuclear power station, large hydropower station, water conservancy project and resources mining project may change the original environment status and generate serious environment and social consequences that could hardly be eliminated as well as the clients whose construction, production and operation activities of petroleum refining, coking, nuclear fuel processing, chemical raw materials and manufacturing of chemical products which lead to serious environment and social consequences that could be eliminated through mitigation measures):

① Party A declares and ensures it will manage the environment and social risks, including a. environment and social risk related internal management documents conform to the laws and regulations and will be performed in good faith; b. there is no any major lawsuit case related to environment and social risks.

② Party A commits it will accept Party B's supervision and strengthen environment and social risk management, including a. Party A commits that all the behaviors and performances related to environment and social risks conform to the requirements; b. Party A commits it will establish and improve the internal management system regarding environment and social risks, and has specified the measures on the responsibilities, obligations and punishment of its relevant responsible persons; c. Party A commits that it will establish and improve the emergency mechanism and measures on environment and social risk emergencies; d. Party A commits that it will designate a special department and/or person to take charge of environment and social risks; e. Party A commits that it will coordinate with Party B or a third party recognized by Party B to assess and check its environment and social risks; f. Party A commits it will give response actively for the big doubts on its control environment and social risks from the mass or other interest related parties; g. Party A commits that it will urge its critical associated parties to strengthen management to prevent their environment and social risks from affecting clients; h. Party A commits that it will perform other matters that Party B believes associated with control environment and social risks.

③ Party A commits it will report any of the following cases to Party B in time and sufficiently upon their occurrence: a. licenses, approvals and checks related to environment society and risks in the process of commencement, construction, operation and shutdown; b. assessment and check of Party A's environment and social risks by environment and social risk supervision agency or the organ that the agency recognizes; c. construction and operation of supporting environment facilities; d. pollutant emission and objective; e. employees' safety and health; f. major complaint and protest against the environment and social risks by adjacent communities; g. major environment and social claims; h. other major cases that Party B believes associated with environment and social risks.

④ Party A is seen as a breach of this Agreement if Party A and its actual credit grantor involve any of the following cases: (a) Party A's statements, warranties and representations related to environment and social risks are not performed earnestly; (b) Party A is subjected to the punishment of relevant government organs due to its improper environment and social risk management; (c) Party A is queried by the mass and/or media due to its improper environment and social risks management; (d) other events of default related to environment and social risks management as specified by Party B and Party A, including cross default.

If Party A involves any of the events of default above, Party B can unilaterally decide if (a) cancelling the commitment of credit granting it has been made; (b) suspending the allocation of loan until Party A takes the remedial measures that satisfy Party B; (c) collecting the loan issued in advance; (d) exercising relevant mortgage and pledge rights and other punishment measures in advance when Party A cannot repay the loan; (e) other punishment measures specified by Party A and Party B.

(12) **Party A/the guarantor hereby agrees and irrevocably authorizes Party B to submit the information of all contracts/agreements/commitments concluded by Party A/the guarantor and Party B, including the information about the performance of the said contracts/agreements/commitments, as well as the basic enterprise information and other information provided by Party A/the guarantor, for the financial credit information database set up by the state according to the database requirements without prejudice to the prohibitive provisions of *Regulations on the Management of Credit Investigation* and other relevant laws and regulations so that the institutions eligible for query could query and use it. At the same time, Party B is also entitled to query and use the credit information about Party B/the guarantor included in the financial credit information database set up by the state. The authorization covers all links of Party B's necessary business management under this Agreement prior to and after the signature of this Agreement and remains valid until this Agreement is terminated.**

(13) Party A hereby acknowledges that it has fully understood and known Party B's provisions on the banning of its employees' pursuit of personal interests in any form in virtue of its post and commits that it will avoid the case above in an honest and fair manner and will not provide Party B's employees with kickback, cash gift, securities, valuable articles, awards, compensation of private fees, private tourism, high consumption recreation and other unjust interests in any form privately.

14. Fees and Expenses: Party A shall pay relevant fees and taxes as per laws, regulations and this Agreement.

15. Default Interests. Both parties shall specify the default interests against financing under this Agreement and default interests against embezzlement of loan and its charging rules via negotiation in the financing amount sheet or financing attachments.

16. Conversion of Exchange Rate. In case of calculating the amount used, if the financing currency is not in consistent with the currency of financing amount, Party B has the rights to convert them based on its relevant exchange rate. Where the change of exchange rate makes the sum of financing amount used under this Agreement exceed the maximum financing amount above, Party B has the rights to ask Party A to repay the exceeding the loan. If the currency of repayment made by Party A (including authorized repayment) is not in consistency with the financing currency, Party B has the rights to make repayment by purchasing foreign exchange based on its exchange rate and the exchange rate risks arising therefrom shall be borne by Party A.

17. Authorized Repayment and Offset. Party A hereby authorizes Party B to, on behalf of Party A, deduct fund from any account it opens at Shanghai Pudong Development Bank Co., Ltd. (whatever the currency) against any mature debt not paid by Party A no matter whether the debt is under this Agreement or the financing attachments, so that Party B can use the fund for repaying the debts. The authorization is irrevocable. In case of conversion of exchange rate, Party B shall make conversion based on its exchange rate determined and the risks of exchange rate shall be borne by Party A.

18. Debt Certificate. Party B will maintain a set of account book and voucher related to the business activities specified in this Agreement and financing attachments inside its account according to the business operation criteria that it always follow. Except for the obvious errors, Party A acknowledges that the records of relevant accounts and vouchers or other valid evidentiary materials are the valid certificates of Party A's debts.

19. Transfer. Party A shall not transfer any of its right or obligation under this Agreement. Party B can transfer any of its right or obligation under this Agreement to a third party at all times and disclose any information related to this Agreement to the third party, including any information provided by Party A and its guarantor for Party B for the purpose of this Agreement.

20. Information Disclosure. Party A agrees, besides the disclosures allowed in Article 19 hereof, Party B can also disclose any information related to this Agreement to its head office, branches, associated agencies or the personnel employed by them. At the same time, Party B can also make disclosure as per the requirements of any law and regulation and the requirements of supervision department, government organ or judicial organ.

21. Breach of this Agreement. Party A is seen as a breach of this Agreement and financing attachments if Party A violates any statement or guarantee of this Agreement or the statement or guarantee proves to be incorrect, false, misleading or have omissions or has been breached, and/or Party A violates or refuses to perform any matter committed under this Agreement, and/or Party A violates this Agreement or any financing attachment under this Agreement, and/or Party A **involves** any case that may affect the safety of Party B's loan, and/or the guarantor violates any guarantee document. In such case, Party B, besides asking Party A to compensate all the losses thus caused, such as attorney fees, is also entitled(but is not obliged to) take the following measures separately or at the same time:

(1) Adjust or cancel the financing amount under this Agreement;

(2) Declare the debt specified in any financing attachment under this Agreement becomes mature in advance, either in part or in whole, and/or terminate this Agreement and all or part of financing attachments; ask Party A to repay the financing capital and pay interests with no delay, either partially or wholly; as for the acceptance draft that has been realized or L/C, L/G/SLC opened by Party B within the service term of amount, Party B can ask Party A to pay more margin or transfer Party A's deposit or its deposit in settlement account to its margin account for the purpose of external payment or margin paid for Party A probably in future. If Party B has paid relevant funds in advance, it can request Party A to make repayment immediately;

(3) Calculate interests based on the default interest rate specified in this Agreement or in financing attachment and charge compound interests against the interests that shall have been paid;

(4) Deduct Party A's deposit at any of its accounts opened at Party B's site as per the provisions of Article 17 hereof.

22. Applicable Laws and Judicial Jurisdiction. This Agreement shall be governed and interpreted by the laws of the People's Republic of China (excluding Hong Kong and Macao Special Administrative Region and Taiwan, for the purpose of this Agreement). Any dispute in relation with the performance of this Agreement shall be resolved by both parties via negotiation. If, however, negotiation fails to solve the dispute, both parties agree to file a lawsuit to the people's court at the site of Party B. While the dispute is being resolved, all parties shall perform the non-disputable terms continuously.

23. Address for Service of Lawsuit. Party A hereby acknowledges that all the lawsuits under this Agreement, and legal documents sent to it in course of lawsuit such as summons and notices are sent to reach Party A as long as they are sent to the address specified at the beginning of this Agreement. In case of changing the address above, Party A shall inform Party B in advance. Otherwise, the address changed arbitrarily does not apply for Party B.

24. Notice. Notice sent by either party to the counterparty shall be sent to the address at the beginning of this Agreement, unless the receiving party changes its address by sending a written notice to the sending party. The notices sent to the address above are seen to reach the receiving party on the following date: Notices sent via registered letter are seen to reach the receiving party on the 7th (seventh) Party B's working day. Notices sent via a specially-assigned person are seen to reach the receiving party when the recipients receive them; notices sent via fax or e-mail are seen to reach the receiving party on the date of sending. However, all notices, requirements or other communications sent or delivered to Party B are seen to reach Party B when Party B receives them. For all notices sent to Party B via fax or e-mail, Party A shall submit their originals (stamped with official seal) to Party B face to face or mailing for confirmation afterwards.

25. Severability of Term. Any term judged invalid, illegal or non-executable forcefully in this Agreement or any financing attachment does not influence the validity, legality and forceful execution of other terms stated therein.

26. Term of Grace. Where Party B grants a term of grace or postpones an action against Party A's breach of this Agreement or other behaviors during the whole term of this Agreement, it does not impair, influence or restrict Party B from enjoying all the rights or interests as the creditor as per laws or this Agreement or mean recognizing Party A's breach of this Agreement or Party B's waiving of the rights to take actions against Party A's existing or future violation behaviors.

27. Relationship between Previous Credit Granting and this Agreement. Unless otherwise specified by both parties, if Party A and Party B have concluded a credit granting agreement under which the business has not been settled since the validity of this Agreement, the business will be included in this Agreement and occupy the credit amount under this Agreement directly. Party A commits it will ask for the confirmation of the guarantor under the former credit granting agreement for the debts under this Agreement continuously at the request of Party B.

28. Validity. This Agreement comes into effect once signed (or sealed) by Party A's legal representative or authorized agent and stamped with official seal and signed (or sealed) by Party B's legal representative or authorized agent and stamped with official seal. Unless Party B cancels the financing amount entirely and Party A no longer has any financing or debt balance under this Agreement and all financing attachments, this Agreement will remain valid permanently.

(End of Part One)

Part Two: Commercial Terms (Financing Amount Sheet)

Party A: Shenzhen Xunlei Networking Technologies Co., Ltd.			
Descriptions of financing amount			
Sum (currency) of financing amount	RMB 400 million	**Service term of amount**	**From** March 2, 2018 **to** March 1, 2021
Mode of amount revolving	xRevolving; þNon-revolving; xOthers_____		
Nature of amount	þRevocable commitment xIrrevocable commitment		
The guarantor that provides guarantee for the debt under this Agreement and guarantee contract include but not limited to:			
Guarantor	Shenzhen Xunlei Networking Technologies Co., Ltd.	**Mode of guarantee**	þMortgage ; xPledge; xGuarantee
Guarantor		**Mode of guarantee**	☐Mortgage; ☐Pledge; ☐Guarantee
Guarantor		**Mode of guarantee**	☐Mortgage; ☐Pledge; ☐Guarantee
Margin proportion for different businesses	☐Discount_____%; ☐L/C opening_____%; ☐ Bank note opening_____%; ☐Opening of L/G/SLC_____%; ☐Others _____		

Applicable financing varieties and amount condition
(tick the variety chosen with "√" and delete inapplicable ones with "×")

	Applicable financing variety	Amount (sum and currency)	Interest rate/rate	Longest term per business	Remarks
☐	☐Loan				
	☐Working capital loan				

	☐Fixed assets loan				
	☐Trade financing				
	☐Opening of bank acceptance				
	☐Trade acceptance discount (including negotiated interest payment)				
	☐Bank notes discount				
	☐Trade acceptance discount (client is acceptor)				
	☐Factor financing				
	☐Opening of L/C (including usance letter of credit payable at sight)				
	☐Advance against inward documentary bills (under L/C/ inward collection)				
	☐Negotiation of export L/C				
	☐Outward bills purchased under collection				
	☐Packing loan				
	☐Opening of L/G/SLC				
	☐Import Refinance				
	☐Financing of outward remittance				
	☐Import security				

	☐Domestic L/C buyer's financing				
☐	☐ Others				

Other matters as mutually agreed:

1. The specific applicable financing variety or separate amount and its adjustment under the maximum credit amount are subject to Party B's approval.

2. The credit amount and its term are subject to annual examination system, which means the re-approval of credit grantor/Party B is required upon the expiration of one-year period. The use thereafter shall be based on the approval of credit grantor/Party B.

/s/ Seal of Shenzhen Xunlei Networking Technologies Co., Ltd.

/s/ Special Seal for Contract of Shanghai Pudong Development Bank Co., Ltd., Shenzhen Branch

Special notes:

(1) The sum of financing amount occupied by all applicable financing varieties shall not exceed the maximum financing amount. Where Party A requires the financing amount of one applicable financing variety applies independently instead of together with other applicable financing varieties, the amount of such applicable financing variety shall marked separately.

(2) Party A is also the mortgagor or pledger, fill in "party concerned" or "Party A's name" in guarantor column.

(3) If RMB interest rate is an annual interest rate, the floating cycle should be marked for floating interest rate. Fill in "amount of single transaction" or "rate" in the rate column.

This Agreement is executed in quintuplicate with Party A, Party B and mortgage registration authority holding one respectively with the same legal effect.

(The remainder of this page is intentionally left blank)

(This page is intentionally left for signature and contains no text)

This Agreement is entered into by and between the following two parties on January 2, 2019. Party A hereby acknowledges that prior to the signature of this Agreement, both parties have explained and discussed in detail all the terms contained herein and have no doubt regarding these terms. Both parties have also understood their respective rights and obligations and the legal meaning of terms regarding restrictions of responsibilities and exception accurately.

Party A (official seal)

By: /s/ Kening Wu
Legal representative or authorized agent (signature or seal)

/s/ Seal of Shenzhen Xunlei Networking Technologies Co., Ltd.

Party B (official seal or special seal for contract)

By: /s/ Daoping Huang
Legal representative or authorized agent (signature or seal)

/s/ Seal of Shanghai Pudong Development Bank Co., Ltd., Shenzhen Branch

Exhibit 4.36

Maximum Mortgage Contract

The Mortgagee: Shanghai Pudong Development Bank Co., Ltd. (SPD) Shenzhen Branch

The Mortgagor: Shenzhen Xunlei Networking Technologies Co., Ltd.

WHEREAS, the contract (hereinafter referred to as "this Contract") is made and entered into by and between the Mortgagor and the Mortgagee, to make sure the Debtor performs various obligations under master contract fully and timely and that claims of the Creditor (i.e. "the Mortgagee") could be realized, whereby the Mortgagor agrees to bear guarantee responsibility as per all the terms and conditions set forth below:

Article 1 Mortgage Guarantee

1.1 Property under Mortgage

(1) The Mortgagor hereby irrevocably agrees: It will provide mortgage guarantee for the Debtor's repayment of its debts under the master contract for the Mortgagee with the property under mortgage (hereinafter referred to as "the collateral") as agreed in Article 9.

(2) The mortgage right hereunder shall be effective not only on the collateral but also on appurtenance, incidental rights, fruits and subrogation of the collateral.

1.2 Mode of Guarantee

The Mortgagor hereby acknowledges: The Mortgagee enjoys the first priority of compensation, unless otherwise specified herein. Where the Debtor fails to discharge its debt as per provisions of master contract, the Mortgagee is entitled to request the Mortgagor to bear guarantee responsibility within the scope as agreed herein before requesting other guarantors to perform guarantee responsibility, no matter whether the Mortgagee enjoys other guarantee rights for the debts under master contract (including but not limited to guarantee type such as security, mortgage and pledge).

1.3 Scope of Guarantee

Besides principal creditor's rights as mentioned herein, the scope of the guarantee hereunder also covers interests arising therefrom (interests herein mean interest, penalty interest and compound interest), liquidated damages, damage awards, service charge and other expenses incurred for the signature or performance of this Contract and expenses the Mortgagee pays to realize guarantee rights and creditor's rights (including but not limited to legal cost, counsel fee and travelling expenses).

1.4 Change of Master Contract

The Mortgagor hereby acknowledges: If the grace that the Mortgagee offers the Mortgagor or the modification or change made by the Mortgagee and the Mortgagor to master contract does not increase the Mortgagor's responsibility, the Mortgagee's rights and interests hereunder will not be affected by such change, and in such case, the Mortgagor will not be reduced or exempted from guarantee responsibility therefore.

Notwithstanding the provisions above, for the business of L/C, L/G or SLC issued by the Mortgagee to the Debtor, the Mortgagee and the Debtor can modify the master contract (including L/C, L/G or SLC issued) without an approval by or a separate notice to the Mortgagor. Such modification shall be approved by the Mortgagor in advance, and the Mortgagor will not be reduced or exempted from guarantee responsibility therefore.

Article 2 Mortgage Registration

2.1 Registration

(1) The Mortgagor shall, upon the signature of this Contract, go through the mortgage registration formality of the collateral hereunder at the request of the Mortgagee. After applying for mortgage certificate (if any), the Mortgagor shall hand over the mortgage certificate and ownership certificate of the collateral to the Mortgagee immediately

(2) Where the collateral hereunder needs to be approved by relevant authority, the Mortgagor shall go through approval formality in relevant authority before mortgage registration.

(3) The Mortgagor, before all the debts under master contract are paid off by the Debtor, is obligated to ensure mortgage registration has no defect in all aspects and remains effective, including but not limited to handling registration extension or postponing formality timely before the expiration of mortgage term (if any).

2.2 Change of Registration

In case that mortgage registration is changed when mortgage right exists and change registration is needed as per laws, the Mortgagor shall coordinate with the Mortgagee to go through the change of registration timely to relevant mortgage registration authority.

2.3 Cancellation of Registration

Where all the debts under master contract that are guaranteed herein are paid off and are acknowledged by the Mortgagee, the Mortgagor shall put forward a written application to the Mortgagee; after the Mortgagee audits the application and returns mortgage credential (if any) and/or other relevant certificates (if any), the Mortgagor shall go through the cancellation of registration to original registration authority at its sole discretion.

Article 3 Insurance of the Collateral

3.1 Insurance of the Collateral

(1) The Mortgagor shall, within (five) 5 days upon the signature of this Contract, underwrite property insurance in full for the collateral from the insurance company as per insurance type recognized by the Mortgagee, where the Mortgagee serves as the insured or the first beneficiary. If the Mortgagee is unable to serve as the insured or the first beneficiary in the property insurance, the Mortgagor shall handle equity transfer or change formality as per (2) of this paragraph after purchasing the insurance where the Mortgagee is not the insured or the first beneficiary.

(2) Where the Mortgagor has purchased corresponding property insurance for the collateral before signing this Contract, it shall, within five (5) days upon the signature of this Contract, transfer all rights and interests (including payment of various natures of claims and insurance proceeds) under insurance contract to the Mortgagee, or transfer insurance interest or change procedure, in which the Mortgagee serves as the first beneficiary, until the Mortgagor pays off all the debts guaranteed by the collateral, and makes corresponding agreement or annotation in policy and insurance contract.

(3) Insurance amount for the collateral shall not be lower than the amount of all the debts that the collateral guarantees. The expiry date of the insurance shall be six months later than expiry date of the last debt under master contract or the expiration of creditor's rights determination period (whichever is later), unless otherwise agreed by the Mortgagee. The Mortgagee is entitled to request the Mortgagor to purchase insurance again as per provisions of this article, until all the debts under master contract are paid off.

(4) In the event of an insured accident, all rights and interests under insurance contract shall be accepted and controlled by the Mortgagee. Insurance proceeds and indemnity shall be deposited in the account designated by the Mortgagee as the collateral of master contract, to pay off debts either before or after the expiration of the debts.

(5) The Mortgagor shall hand over original of insurance contract and other relevant legal documents to the Mortgagee for storage, abide by all the security or other requirements with regard to insurance contract and provide receipt of the latest payment of premium and payment receipt of all or any relevant policy and premium.

(6) During term of the mortgage, the Mortgagor, without a written approval by the Mortgagee, shall not change, cancel or terminate insurance contract, either unilaterally or by negotiating with the insurance company; waive the right to request for insurance proceeds or claim compensation from a third party or violate the obligations as stipulated in insurance contract.

(7) The Mortgagor shall pay premium in time during term of the mortgage. The Mortgagor shall not suspend or revoke the insurance for any reason; otherwise, the Mortgagee, for the purpose of continuing the aforesaid insurance, has right to place insurance for and on behalf of the Mortgagor and pay premium, with relevant expenses borne by the Mortgagor. The Mortgagor shall pay the expense and corresponding interest to the Mortgagee within seven (7) days after receiving payment notice of the Mortgagee. The Mortgagor hereby agrees the Mortgagee to deduct the preceding expenses directly from its account opened by the Mortgagee.

Article 4 Realization of Mortgage Right

4.1 Disposal of the Collateral

In any of the following circumstances, the Mortgagee is entitled to dispose the collateral as per laws, to realize mortgage right:

(1) The Debtor breaches the master contract;

(2) The Mortgagor breaches the master contract;

(3) The circumstances where the Creditor under master contract could realize claims in advance happen; or

(4) Other circumstances regarding the disposal of the collateral as mutually agreed by both parties hereto happen.

4.2 Realization of Mortgage Right

In the circumstance where the collateral could be disposed as per the provisions herein, the Mortgagee can dispose any collateral as per any of the following methods:

(1) The Mortgagee can consult with the Mortgagor to pay off all the debts by converting the collateral into money or auctioning or selling the collateral; if, however, consultation fails, the Mortgagee can petition people’s court to auction or sell the collateral to pay off all the debts.

(2) After converting the collateral into money or auctioning or selling the collateral, the part exceeding all the creditor’s rights guaranteed by the collateral, if any, shall be owned by the Mortgagor; if, however, it is insufficient, the Debtor shall make compensation further. The Mortgagee can decide payment sequence of the income gained by disposing the collateral.

(3) Income gained after the Mortgagee disposes the collateral shall be used to pay off the debts under master contract, either on schedule or in advance. For financing business other than loan, the Mortgagee, if there is no advance payment, shall have the right to withdraw and transfer the income gained by disposing the collateral into its designated account or the Debtor’s margin account, for external payment or as the margin for the Mortgagee’s any probable advance payment; in such case, both parties hereto have no need to sign a margin pledge contract.

(4) Other methods allowed by laws or agreed by both parties.

Article 5 Representations and Warranties

5.1 The Mortgagor's Representations and Warranties

The Mortgagor hereby makes the following representations and warranties to the Mortgagee:

(1) It is a civil subject with full capacity for civil right and capacity for civil conduct and capable of signing this Contract and has obtained all the authorizations and approvals required for the signature of this Contract and the performance of its obligations hereunder.

(2) Its signature and performance of this Contract are in accordance with laws, regulations, relevant documents, judgments and verdicts of competent authority that the Mortgagor shall abide by, as well as the contracts and agreements that it has signed and any other obligations.

(3) All the data and information the Mortgagor provides (including relevant information of the Mortgagor and the collateral) conform to applicable laws and are true, valid, accurate, complete and faithful.

(4) The financial data provided reflect the Mortgagor's financial status faithfully, completely and justly. It has no major adverse change in operation and finance upon the issuance of the latest audited financial statement.

(5) It has gone or will go through filing, registration or other formalities required for the performance of this Contract.

(6) No circumstance or event will cause or may cause a material adverse effect on contractual capacity.

Article 6 Mutually Agreed Matters

6.1 The Mortgagor's Commitments on the Collateral

The Mortgagor hereby commits and acknowledges as follows for the collateral hereunder to the Mortgagee:

(1) The Mortgagor has full and lawful ownership of the collateral. The collateral is legally acquired and involves no dispute on ownership, use right or operation management right or right defect, mortgage right, lien or other security interest or priority (unless otherwise specified agreed) which the Mortgagor has no idea of. Except for the mortgage right established as per provisions herein, the Mortgagor, without written approval by the Mortgagee, will not establish mortgage right, lien and/or any other security interest or priority on the collateral in any form with any third party other than the Mortgagee; it will not rent, transfer or grant the collateral to any third party or allow any third party to use the collateral for free, or hide, move, dismantle or illegally add the collateral.

(2) The collateral can be mortgaged as per laws without any restrictions; the collateral is not sealed up, detained, supervised or involved in other administrative or compulsory procedures.

(3) The collateral is not a property in common; if, however, the collateral is a property in common, the Mortgagor has obtained the co-owner's written approval.

(4) Where the collateral is a property under construction or a completed property, corresponding land use right will be mortgaged together with the collateral, unless otherwise specified.

(5) Where the collateral is land use right, the land will be developed timely and land use right will not be taken back due to the delay of the development.

(6) Where the collateral is a land-using right or a construction in progress, the Mortgagor commits it will consider the construction in progress and ready house in following stages of the collateral as the collateral under master contract, and sign relevant document and handle related mortgage formality as early as possible within the time allowed by real estate registration authority or competent authority after mortgage condition is met.

(7) Where the collateral is a land-using right, a construction in progress or a real estate, the Mortgagor commits it will pay all land costs (including but not limited to transfer fee) in connection with the collateral as per laws and regulations; there is no circumstance with adverse influence on mortgage right.

(8) Abide by various regulations and policies in relation with all the collateral hereunder.

6.2 The Mortgagor's Further Commitments

(1) The Mortgagor hereby commits it will not take the following actions before acquiring the written approval of the Mortgagee:

a. Dispose its major assets by means such as transfer (including sales, granting, offsetting debts or exchanging), mortgage and pledge, either in whole or in large part;

b. Change operation system or property right organizational form greatly, including but not limited to system reform, stock right transfer, combination (or merger), separation or capital decrease;

c. Go on or apply for bankruptcy, reorganization, dissolution and business closing, or close down according to order of superior authority or abnormally;

d. Sign contract/agreement which have material adverse effect on the Mortgagor's performance of this Contract or undertake obligation with such effect.

(2) The Mortgagor hereby commits to notify the Mortgagee immediately within five (5) banking business days upon the occurrence of any of the following events:

a. Relevant event that makes the Mortgagor's representations and warranties herein not true, accurate and complete anymore, violate laws and regulations or become void;

b. The Mortgagor or its controlling shareholder, actual controller or its related person or legal representative is involved in litigation, or arbitration, or its assets are detained, sealed up, compulsorily executed or provided with other measures with the same effect.

c. The Mortgagor changes its legal representative or authorized agent, leader, main financial director, contact address, enterprise name, office place, etc., or changes domicile, habitual residence or work unit, leaves its city for a long term or name or has adverse variation in income.

d. There is a dispute on ownership of the collateral, or the collateral is sealed up, detained, expropriated or damaged or lost or is or may be subjected to any adverse influence from a third party.

e. It has been restructured or become bankrupt via application by other creditor or cancelled by superior competent authority.

(3) The Mortgagor hereby commits it will provide corresponding financial data at the request of the Mortgagee during the signature and performance of this Contract.

(4) The Mortgagor hereby acknowledges: Before all the creditor's rights of the Mortgagee under master contract are fully paid off, it will not exercise the right of recourse and related rights (including but not limited to offset by any debts owed to the Debtor) against the Debtor as a result of undertaking the guarantee responsibility hereunder.

(5) Where the Debtor pays all or part of debts in advance or makes individual repayment to the Mortgagee, the Mortgagor shall continue to bear the mortgage guarantee obligation and/or joint guarantee obligation to the Mortgagee's creditor's rights formed after the repayment in advance or individual repayment cancellation.

(6) If the Mortgagee requests to appraise the collateral, the Mortgagor shall entrust an appraisal institution approved by the Mortgagee to conduct the appraisal of the collateral.

(7) The Mortgagor, as long as the Mortgagee requires, shall also go through notarization with compulsory execution effect in notary organ approved by the Mortgagee, and accept the compulsory execution voluntarily.

(8) The Mortgagor shall coordinate with the Mortgagee actively in handling relevant formalities while the Mortgagee exercises mortgage right as per the provisions herein, to ensure the realization of the Mortgagee's mortgage right.

(9) The Mortgagor hereby acknowledges that the validity of this Contract will not be affected by the validity of master contract.

(10) The Mortgagor shall bear relevant expenses, taxes and dues hereunder in accordance with laws and regulations and the provisions herein.

(11) The Mortgagor shall properly keep and maintain and reasonably use the collateral and shall not take any action or method prohibited or excluded by any insurance clause against the collateral to ensure safety and integrity of the collateral; the Mortgagor shall accept the Mortgagee's check for the collateral at any time. If the Mortgagor's act reduces the value of the collateral, the Mortgagee shall have the right to request the Mortgagor to stop such act.

(12) The Mortgagor shall notify the Mortgagee promptly of any event which may have a material adverse effect on the collateral or its value (including but not limited to any significant and substantial decrease in the value of the collateral which may affect the Mortgagee's exercising of mortgage right). The part of value of the collateral which has not been reduced shall remain as the guarantee hereunder.

(13) Where any claim against the collateral raised by a third party affects the rights and interests of the Mortgagee hereunder, the Mortgagor shall take all measures to protect the Mortgagee's rights and interests. Should the collateral be commandeered, the compensations that the Mortgagor obtains shall be used to pay off all the claims guaranteed by the collateral or submitted to the Mortgagee as margin of the principal creditor's rights for guaranteeing the main creditor's rights continuously according to the Mortgagee's requirements.

(14) If the legal successor of the Mortgagor inherits the collateral according to laws during the term of this Contract, it shall bear all responsibilities and obligations of the Mortgagor hereunder. The successor shall be obligated to go through the change of mortgage registration to registration authority within fifteen (15) banking days upon the inheritance of the collateral.

(15) If value of the collateral is obviously reduced due to exchange rate fluctuation or other factors, which may impair the Mortgagee's rights, the Mortgagor shall, at the request of the Mortgagee, provide a guarantee recognized by the Mortgagee equivalent to the reduced value or take other remedial measures.

(16) Where the collateral has been leased before the conclusion of this Contract, the Mortgagor shall provide the originals of lease agreement and rental receipt, disclose the mortgage matter to the lessee and coordinate with the lessee to accept the Mortgagee's check for relevant lease fact. Upon the effectiveness of this Contract, the Mortgagor shall not renew lease agreement with the lessee without written approval by the Mortgagee.

(17) Where the collateral is sold, leased or disposed by other means after approval by the Mortgagee, all the receivables generated by the collateral (e.g. sales and lease) shall be mortgaged to the Mortgagee, and in such case, the Mortgagor shall open sales and lease special regulatory account at the Mortgagee's site (separately agreed by both parties), transfer all the funds obtained according to relevant presales/sales contract and lease contract (including but not limited to sales incomes [including deposit] of the collateral, lease income of the collateral, compensation and insurance indemnity) to the regulatory account it opens in at Mortgagee's site and accept the Mortgagee's supervision for the aforesaid funds.

(18) Where the collateral is lost or damaged or its value is reduced, or is included in the scope of demolition or involves the circumstance which may influence the Mortgagee's guarantee interests, the Mortgagor shall notify the Mortgagee and adopt effective measures to avoid a heavier loss. Should the collateral be included in the scope of demolition, the Mortgagee is entitled to request the Mortgagor to pay off the guaranteed debts or provide a new guarantee recognized by the Mortgagee, including but not limited to resetting mortgage, signing a new mortgagee agreement and handling new mortgage registration under the form of property right exchange compensation, or under the form of demolition compensation, considering the demolition compensation as the collateral by opening special margin account or deposit receipt. The guarantee shall be provided by the Guarantor by the means recognized by the Mortgagee prior to the registration of the new mortgage above and/or the establishment of margin/ deposit receipt guarantee. The Mortgagor shall coordinate with the Mortgagee actively in handling the aforesaid guarantee switching formalities at the request of the Mortgagee.

(19) The Mortgagor hereby agrees it will be neither exempted from guarantee responsibility nor affected by the Mortgagee's waiver of the mortgage or pledge guarantee provided by the Borrower or the change of sequence of mortgage or pledge guarantee provided by the Borrower.

(20) Where this contract is ineffective, void or cancelled not attributed to the Mortgagee, the Mortgagor hereby commits to bear joint liability unconditionally to the Mortgagee for the claims unpaid.

6.3 Deduction

(1) The Mortgagee is entitled to deduct corresponding funds directly from any account the Mortgagor opens in SPD for paying the Mortgagor's debts due and payable, if any.

(2) The Mortgagee shall have the right to use the proceeds for repaying capital and paying interests and other expenses. The Mortgagee has the right to decide the sequence of liquidation of claims if a number of claims expire.

6.4 Conversion of Exchange Rate

Any conversion of exchange rate hereunder shall be in accordance with foreign exchange price determined by the Mortgagee, and all the related exchange rate risks and losses shall be borne by the Mortgagor.

6.5 Proof of Creditor's Right

Valid certificate of creditor's rights guaranteed by the Mortgagor shall be subject to accounting certificate or other valid evidentiary material issued and recorded by the Mortgagee according to its own business regulations.

6.6 Notice and Delivery

(1) Notice sent by either party hereto to the other party shall be sent to the address set forth on the signature page of this Contract, until a change of such address is notified in writing by the other party. Service date is specified as follows for the notice sent to the above address: If a notice is sent by letter, the service date shall be the seventh (7^{th}) banking day after sending registered letter to the address listed on signature page of this Contract; if a notice is sent via a specially-assigned person, the service date shall be the addressee's receipt date.

(2) The Mortgagor hereby agrees the summons and notices for any litigation against the Mortgagor is seen to be delivered as long as they are sent to the address listed on signature page of this Contract. The change for the aforesaid address has no effect on the Mortgagee without a prior written notice to Mortgagee.

Article 7 Breach of Contract and Treatment

7.1 Breach of Contract

In any of the following cases, the Mortgagor shall constitute a breach of this Contract to the Mortgagee:

(1) Any representation or warranty herein made by the Mortgagor is untrue, inaccurate, misleading or invalid or has been breached;

(2) The Mortgagor fails to provide complete formalities and true data related to the collateral according to the Mortgagee's requirements, or conceals common ownership and dispute of the collateral or the fact that the collateral is sealed up, detained, supervised or mortgaged;

(3) The Mortgagor violates any provision of Article 6 herein or other obligations hereunder;

(4) The Mortgagor suspends business or production, goes out of business, is reorganized, reformed, stalemated, liquidated, taken over or managed, or its business license is revoked or cancelled or it goes bankrupt;

(5) The collateral is subjected to compulsory measures by the state judicial organ or other competent authority, including but not limited to freezing, sealing up and detaining; the Mortgagor disposes the collateral by the means such as donation, exchange, presale, sale, transfer and remortgage without the Mortgagee's written approval; or other circumstances where value of the collateral is decreased or the collateral is lost or severely damaged;

(6) The Mortgagor's financial condition deteriorates, or the Mortgagor has great operation difficulty or any other event or circumstance which exerts adverse effect on the its normal operation, financial condition or repayment capability;

(7) The Mortgagor or its controlling shareholder, actual controller or associated person or legal representative is involved in a major lawsuit, arbitration, or its major assets are detained, sealed up, frozen, compulsorily executed or provided with other measures with the same effect, resulting in an adverse effect on the Mortgagor's repayment capability;

(8) The Mortgagor (if the Mortgagor is a natural person) is dead or declared dead; or

(9) Other circumstances which may generate or have generated a material adverse effect on the Mortgagor's contractual capacity hereunder based on reasonable judgment of the Mortgagee.

7.2 Treatment

In any of the violations as mentioned in the last paragraph, the Mortgagee is entitled to declare principal creditor's rights and/or creditor's right determination period expires in advance, and/or to dispose the collateral as per Article 4 herein or request the Mortgagor to provide other guarantee.

Article 8 Miscellaneous

8.1 Applicable Law

This Contract shall be governed and interpreted by laws of the People's Republic of China (excluding laws of Hong Kong SAR, Macao SAR and Taiwan for the purpose of this Contract).

8.2 Dispute Resolution

Any dispute arising out of the performance of this Contract shall be resolved by both parties via amicable consultation; if, however, consultation fails, either party can file a lawsuit to people's court at the Mortgagee's site. During the dispute, both parties hereto shall perform the non-disputable terms continuously.

8.3 Validity, Change and Cancellation of this Contract

(1) This Contract comes into effect upon the signature (or seal) and official seal by the Mortgagor's legal representative or authorized agent and stamp of the Mortgagor's official seal as well as the signature (or seal) of the Mortgagee's legal representative/director and stamp of official seal (special seal for contract). It will become void and null after all the creditor's rights guaranteed hereunder are paid off (signature is just needed if the Mortgagor is a natural person).

(2) The invalidity, cancellation or unenforceability of any provision herein shall not affect the validity or unenforceability of any other provisions herein.

(3) Upon the validity of this Contract, neither party shall change without permission or cancel this Contract in advance. Both parties can change or cancel this Contract after reaching written agreement via consultation.

8.4 Miscellaneous

(1) For the purpose of this Contract, "laws" shall mean laws, regulations, rules, local regulations, judicial interpretations and any other applicable provisions.

(2) For the purpose of this Contract, the documents such as "contract" and "master contract" include the following modifications, changes or supplementations to such documents thereafter; the parties, including but not limited to the Mortgagor, the Mortgagee and the Debtor, involve the parties themselves and subsequent legal successors or heirs.

(3) For the purpose of this Contract, "financing" refers to, unless otherwise agreed by both parties, financing or credit support the bank offers to the Debtor through banking businesses, including but not limited to bank acceptance, L/G, L/C and SLC.

(4) For the purpose of this Contract, "maturity" or "expiration" includes the acceleration of maturity for principal creditor's rights by the Creditor. If principal creditor's rights that are declared to be matured in advanced are all or part of the rights during creditor's right determination period, the declared date for acceleration of maturity is expiry date of all or part of the rights, and creditor's right determination period expires at the same time.

(5) Appendixes to this Contract (including but not limited to list of the collateral) shall serve as an indispensable part of this Contract and have the same legal effect with main body.

(6) For any matters not mentioned herein, both parties can either consult and record them in Article 9 herein or negotiate by concluding a written agreement which shall serve as an appendix to this Contract.

(7) Relevant terms and expressions herein shall have the same meaning as those stipulated in the master contract, unless otherwise explicitly specified herein.

Article 9 Contract Elements

9.1 Master Contract Guaranteed by This Contract

A series of contracts signed by and between the Debtor and the Creditor to handle various financing businesses as per the provisions of 9.3 herein, and *the Financing Agreement* signed by and between the Debtor and the Creditor.

9.2 The Debtor under Master Contract:

Shenzhen Xunlei Networking Technologies Co., Ltd.

9.3 Secured Principal Creditor's Rights

The secured principal creditor's rights hereunder mean all the creditor's rights generated by and between the Creditor and the Debtor from March 2, 2018 to March 1, 2021 to deal with various financing businesses (the aforesaid period is determination period of the highest secured creditor's rights, i.e. "creditor's right determination period) and prior rights as mutually agreed by both parties (if any). Balance of the aforesaid principal creditor's rights shall not exceed RMB (currency) FOUR HUNDRED MILLION during creditor's right determination period.

9.4 The Collateral:

See Appendix 1 (List of the Collateral) for details of the collateral hereunder.

9.5 Text

This Contract is executed in quintuplicate with the Mortgagee holding three, the Mortgagor holding one and mortgage registration authority holding one respectively with the same legal effect.

9.6 Other Matters as Agreed by Both Parties (If Any)

1. "Balance of principal creditor' rights" as mentioned in 9.3 herein refers to balance of principal.

2. All the debts hereunder mean all the funds that the Debtor owes to the Creditor under master contract as agreed in 9.1 herein, including but not limited to capital, interest, penalty interest, compound interest, liquidated damages, damage awards, service charge, other expenses incurred for the signature or performance of this Contract and the expenses generated by the Mortgagee to realize guarantee rights and creditor's rights (including but not limited to counsel fee, legal cost, arbitration fee, execution fee, appraisal fee and notary fee). According to provisions of Article 203 of *Property Law of the People's Republic of China* and review requirements for the maximum mortgage registration in Article 1416 of *Operating Practice for Real Estate Registration (for Trial Implementation)* (GTZG [2016] No. 6), both parties hereby agree the highest creditor's rights guaranteed by the collateral hereunder are RMB 1.6 billion.

3. If total amount of the debts the Debtor owes the Mortgagee under master contract exceeds "the maximum creditor's rights" registered, for the exceeding part, the Mortgagee still enjoys mortgage priority within the mortgage guarantee scope as agreed herein.

4. In case of any conflict with other provisions, this provision shall govern.

/s/ Seal of Shenzhen Xunlei Networking Technologies Co., Ltd.

/s/ Seal of Shanghai Pudong Development Bank Co., Ltd. Shenzhen Branch

(The remainder of this page is intentionally left blank)

(Signature page)

This Contract shall be signed by the two parties set forth below. Both parties to this Contract hereby acknowledge that they have explained and discussed all the terms and conditions herein in detail and have no objection to any provisions herein; they have a correct and accurate understanding on relevant rights and obligations of the parties to this Contract and legal meaning of responsibility restrictions or exemption provisions.

The Mortgagor (Seal)	The Mortgagee (Official seal or special seal for contract)
By: /s/ Kening Wu	By: /s/ Daoping Huang
Legal representative or authorized representative	Legal representative, Responsible person or authorized representative (Signature or seal)
/s/ Seal of Shenzhen Xunlei Networking Technologies Co., Ltd.	/s/ Seal of Shanghai Pudong Development Bank Co., Ltd. Shenzhen Branch

Exhibit 4.37

Irrevocable Letter of Guarantee of Maximum Amount

To: China Merchants Bank Shenzhen Branch

Whereas your bank and Shenzhen Xunlei Networking Technologies Co., Ltd. (hereinafter “the Credit Applicant”) has made and entered into the *Credit Agreement* (hereinafter “the Credit Agreement”), in which, your bank agrees to provide a credit amount of CNY85,000,000 (in words: Eighty Five Million Yuan) (including other currencies of equivalent value) (hereinafter "the Credit Amount")to the Credit Applicant for the agreed Credit Period under the Credit Agreement (hereinafter “the Credit Period”, that is, the debt establishment period).

Upon request of the Credit Applicant, we, as the Guarantor, hereby agree to issue this letter of guarantee (hereinafter the "L/G") and voluntarily assume joint and several guarantee liability for all debts owed by the Credit Applicant to your bank under the Credit Agreement, subject to the following terms and conditions:

1. Guarantee of Maximum Amount

1.1 During the Credit Period, your bank may extend credit to the Credit Applicant in installments. Specific credit types and credit amounts, whether different credit types can be swapped, specific credit utilization conditions and other terms and conditions are subject to the approval of your bank. If, during the Credit Period, your bank makes any adjustments to the original approval according to the application of the Credit Applicant, any subsequent approvals issued by your bank will constitute supplements or modifications to the original approval, and so forth.

The expiration date of specific credit type may be later than the expiration date of the agreed Credit Period under the Credit Agreement.

1.2 If, upon the expiration of the Credit Period, there is still any balance of loans, advances or other credits extended by your bank to the Credit Applicant, the Guarantor shall assume joint and several liability for repayment of such debt within the guarantee scope determined under Article 2 hereof; if, before the expiration of the Credit Period, your bank make earlier claim for repayment against the Credit Applicant in accordance with provisions of the Credit Agreement and/or other separate contracts, the Guarantor shall also assume joint and several guarantee liabilities for repayment within the guarantee scope determined under Article 2 hereof.

1.3 In respect of commercial bills acceptance, letter of credit (including entrusted issuing of letter of credit, back-to-back letter of credit, same below), letter of guarantee, delivery guarantee, cross-border coordinated trade financing and other credit services provided by your bank to the Credit Applicant during the Credit Period, **even though your bank has not made any advance for such credits up to expiration of the Credit Period, but have to make advances for such credits thereafter, the Guarantor shall also assume joint and several guarantee liability for all debts of the Credit Applicant arising therefrom within the guarantee scope determined under Article 2 hereof.**

1.4 Consent of or notification to the Guarantor is not required for, and the Guarantor hereby acknowledges, any extension arrangements or modifications regarding time limits, interest rates, amounts and/or other terms and conditions of any specific services, reached between your bank and the Credit Applicant in the course of performing such specific services under the Credit Agreement; such extension arrangements and modifications will have no prejudice to the Guarantor’s guarantee liability hereunder.

1.5 The Guarantor shall also assume the guarantee liability in accordance with this L/G for the principals and interests of the debts arising from your bank's acceptance of or payment for those letters of credit under the Credit Agreement for which the documents received contain discrepancies as reviewed by your bank, if such discrepancies have been accepted by the Credit Applicant, and will not raise any objection on the ground that your bank accepts such discrepancies without consent of the Guarantor or informing the Guarantor.

1.6 Consent of or notification to the Guarantor is not required for, and the Guarantor hereby acknowledges, any modifications to letters of credit or letters of guarantee (or standby letters of credit), or extensions of payment deadlines of long-term letters of credit after acceptance or payment pledge is made; such modifications or extensions will have no prejudice to the Guarantor's guarantee liability hereunder.

1.7 The Guarantor hereby acknowledges that separate service agreements (whether single transaction agreements / application forms or framework agreement) signed by your bank and the Credit Applicant regarding any and all specific transactions within the scope of the Credit Amount will constitute integral parts of the Credit Agreement, which collectively provide for the arrangement of rights and obligations involved in specific services.

The Guarantor hereby acknowledges that specific amounts, time limits, purposes and other elements of credit services actually occurring between your bank and the Credit Applicant are subject to specific service agreements, the transaction vouchers produced by your bank and the transaction records of the system.

1.8 Transfer of benefits of such services as letters of guarantee, customs payment guarantee and commercial paper guarantees processed by your bank at the application of the Credit Applicant will not affect the Guarantor's guarantee obligations hereunder, and the Guarantor hereby pledges not to raise any objection on such ground.

2. Scope of Guarantee

2.1 The Guarantor's scope of guarantee shall be the sum of principals of all loans and other credits (capped at Eighty Five Million Yuan (in numbers: CNY85,000,000)) your bank has extended to the Credit Applicant in accordance with the Credit Agreement and related interests, penalty interests and compound interests thereon as well as liquidated damages, factoring fees and other fees related to realization of debts including but not limited to:

2.1.1 The balances of loan principals extended by your bank in accordance with separate contracts concluded under the Credit Agreement and corresponding interests, penalty interests, compound interests, liquidated damages and related fees;

2.1.2 The balances of principals advanced by your bank for the Credit Applicant for performing commercial bills, letters of credit, letters of guarantees/customs payment guarantee/commercial paper guarantees, delivery guarantee and other payment obligations under the Credit Agreement and interests, penalty interests, compound interests, liquidated damages and related fees thereof, as well as the Credit Applicant's debt to your bank formed by discount guarantees provided for the Credit Applicant's commercial acceptance bills.

2.1.3 Under factoring service, account receivable debts against the Credit Applicant accepted by your bank and corresponding liquidated damages thereof (overdue fines, fees), and/or basic purchase money (basic acquisition money) paid by your bank to the Credit Applicant by using your bank's own funds or other funds of lawful sources and related factoring fees.

2.1.4 The balances of principals of advances and payments made upon entrust of your bank for trade financing service under the Credit Agreement and interests, penalty interests, compound interests, liquidated damages and related fees thereof;

2.1.5 Documentary credits or advances (whether within the Credit Period or not) made by your bank in accordance with any specific service agreement for the purpose of repaying the coordinated platform financing when processing entrusted issuing of letters of credit, entrusted overseas financing, cross-border trade direct train and other cross-border coordinated trade financing services for the Credit Applicant under the Credit Agreement, and interests, penalty interests, compound interests, liquidated damages and related fees thereof;

2.1.6 Principals of advances made by your bank for performing your obligations as the issuing bank under back-to-back letters of credit issued by another branch of your bank to the beneficiary under your entrust after your bank has issued letters of credit at the request of the Credit Applicant, principals of debts of import bill advances and delivery guarantee incurred due to the issuance of such letters of credit, and interests, penalty interests, compound interests, liquidated damages and related fees thereof;

2.1.7 All debts owed by the Credit Applicant to your bank under derivative trading, gold lease and other related businesses;

2.1.8 Outstanding balances of specific services under the _____ Agreement No.__ ____ ___ (insert name of the Agreement) originally signed by your bank (or relevant subordinate body of your bank) with the Credit Applicant;

2.1.9 All fees and expenses incurred by your bank due to recovering debts from the Credit Applicant (including but not limited to legal costs, attorney's fees, announcement fees, delivery fees, travel expenses, etc.).

2.2 In respect of revolving credit, if the balances of loans or other credits extended by your bank to the Credit Applicant exceeds the Credit Amount, the portion of credits exceeding the Credit Amount will not be attributable to the Guarantor, the Guarantor will only assume joint and several guarantee liability for the balances of principals of loans or other credits not exceeding the Credit Amount and interests, penalty interests, compound interests, liquidated damages and related fees thereof.

Notwithstanding the foregoing, the Guarantor hereby expressly states that: even though the balances of principals of loans or other credits extended by your bank to the Credit Applicant exceeds the Credit Amount at a certain time point during the Credit Period, if the total balance of all credit principals does not exceed the Credit Amount when your bank demands the Guarantor to assume guarantee liability, the Guarantor may not raise objection on the ground of the foregoing provisions, but shall assume joint and several guarantee liability for the balance of all credit principals and interests, penalty interests, compound interests, liquidated damages and related fees thereof (subject to the scope specified under Article 2.1).

2.3 The Guarantor hereby acknowledges that all debts under new loan repayments, old loan conversions, letters of credit, letters of guarantee, notes and other businesses processed by your bank for the Credit Applicant during the Credit Period (whether such old loans, letters of credit, letters of guarantee, notes and other businesses occur during or before the Credit Period) are included within the scope of guarantee.

2.4 When the Credit Applicant is applying for the provision of import letter of credit, if any subsequent import bill advances are made under the same letter of credit, the import letter of credit and import bill advances will take up the same amount of the Credit Amount at different stage, that is to say, when an import bill advance is made, the credit amount recovered from outward payment made by the letter of credit will be re-applied to import bill advance and deemed as taking up the same credit amount as the original import letter of credit, which is hereby acknowledged by the Guarantor.

3. Mode of Guarantee

The Guarantor hereby acknowledges to assume joint and several liability economically and legally for all debts of the Credit Applicant within the guarantee scope specified under Article 2. **If the Credit Applicant fails to repay principals, interests and related fees of any loans, advances and other credits on time in accordance with provisions of the Credit Agreement and / or relevant separate contracts, or in case any of other breach events provided under the Credit Agreement and/or relevant separate contracts has arisen, your bank shall have the right to take recourse against the Guarantor directly without the need to take recourse or bring an action against the Credit Applicant on a prior basis. Even though mortgages, pledges or other guarantees have also been established to secure on-time repayment of full debts of the Credit Applicant under the Credit Agreement, your bank also have the right to take direct recourse against the Guarantor for repayment of full debts of the Credit Applicant under the Credit Agreement, without the need to dispose the mortgaged assets, pledged assets or goods or bills under the trade financing or take recourse against other guarantors on a prior basis.**

The notice of claim sent by your bank shall be final and shall not be objected by the Guarantor. The Guarantor agrees to repay in full all debts of the Credit Applicant under the Credit Agreement within five days after receiving the written notice of claim from your bank, without the need for your bank to present any proofs and other documents. Unless there is an obvious and material error, the Guarantor accepts the amount claimed by your bank to be an accurate amount.

Your bank shall have the right to collect debts from the Guarantor by the methods it deems appropriate, including but not limited to fax, mail, personal service, announcement in the public media, etc.

4. Term of Guarantee

The Guarantor’s term of guarantee shall last from the effective date of this L/G until three years following the maturity date of each loan or other financing facility or account receivable debt acquired by your bank or the advancing date of each advance under the Credit Agreement. The term of guarantee for the duration extension of any specific credit shall be extended to three years following expiration of the extended period.

5. Independence of the L/G

This L/G is independent, effective continuously, irrevocable and unconditional, is not affected by validity of the Credit Agreement and that of any separate contract thereunder or any agreement or document signed between the Credit Applicant and any entity/individual, will not change due to fraud, reorganization, suspension, dissolution, liquidation, bankruptcy, merger, separation, restructuring, expiration of business term or any other change in the Credit Applicant, and will not be affected by any grace period or extension granted by your bank to the Credit Applicant or your bank’s delay in exercising its right to claim debts from the Credit Applicant under any relevant agreement.

Where there are also mortgages, pledges or other guarantors to secure the debts of the Credit Applicant, your bank shall have the right to choose to claim its security right against any and all mortgagors/pledgors/other guarantors (including the Guarantor) separately, successively or concurrently; surrender, modification or termination of mortgages or pledges, or delay in claiming against any mortgagors, pledgors or other guarantors by your bank will not affect the Guarantor's guarantee liability hereunder; in such cases, the Guarantor shall still have the obligation to assume joint and several guarantee liability for credit debts owed by the Credit Applicant to your bank in accordance with provisions of this L/G.

6. The Guarantor makes the following special representations and guarantees:

6.1 The Guarantor is a legal person or other type of organization with the guarantor qualification lawfully established in accordance with the law, or a natural person with full capacity for civil conduct, and is willing to perform obligations hereunder with assets which it has ownership or the right of disposal;

6.2 The Guarantor is issuing this L/G with full authority or approval of its superior authority or board of directors or other authorities;

6.3 The issuance of this L/G is the true intention of the Guarantor without fraud or under any coercion;

6.4 Before the expiration of this L/G, the total amount of external guaranties (including conversion of foreign currencies) shall not exceed full value of all equity under the Guarantor's ownership;

6.5 The Guarantor shall provide your bank with financial books/statements and annual financial reports as required by your bank, and timely inform your bank of the Guarantor's major decisions and changes in production, operation and management.

6.6 The financial information and all other documents provided by the Guarantor to your bank are authentic and lawful; the legal representative or other responsible persons of the Guarantor shall assume inescapable responsibility for the authenticity and lawfulness of such information;

6.7 The Guarantor shall issue a letter of cross guarantee as required by your bank;

6.8 Any change in industrial and commercial registration information, organizational structure, equity structure, operation mode or financial position of the Guarantor or debt restructuring, major related-party transactions or other activities engaged by the Guarantor will have no prejudice to the legal binding force of this L/G on the Guarantor. In case any such change may prejudice the Guarantor's capability to perform its obligations hereunder, the Guarantor shall have the obligation to inform your bank promptly;

6.9 Successors and assigns of the Guarantor are bound by all terms and conditions of this L/G. Without written consent of your bank, the Guarantor shall not assign the above obligations.

6.10 In case the Guarantor fails to repay the guaranteed debts in accordance with provisions of this L/G, your bank shall have the right to freeze/deduct funds in/from any account of the Guarantor at China Merchants Bank or entrust other financial institutions to freeze / deduct funds in/from any account of the Guarantor at such institutions (if the guaranteed debts are not denominated in Chinese yuan, your bank shall have the right to purchase foreign exchange from the Guarantor's CNY account according to the exchange rate published by your bank at the time of deduction), until all debts of the Credit Applicant to your bank under the Credit Agreement has been fully repaid. If there is any shortage amount following such freezing and deduction, your bank shall have the right to take further recourse against the Guarantor.

7. No Waiver

During the term of validity of this L/G, any tolerance or grace period given by your bank for any breach or delay of the Credit Applicant or the Guarantor or any delay of your bank in exercising any interest or right under the Credit Agreement or this L/G will not prejudice, affect or restrict any rights and interests your bank are entitled to as the creditor in accordance with the law and this L/G, and shall not be deemed as your bank's waiver of its right to adopt action against any existing or future breach.

8. Terms and Expressions

All terms and expressions used herein shall have the same meaning as set forth in the Credit Agreement unless expressly stated otherwise.

9. Notification

9.1 All notices, requests or other documents issued by your bank related to this Agreement shall be made in writing (including but not limited to by mail, fax, email, Party A's E-bank, mobile phone short message service (SMS), WeChat, or other acceptable means).

The Guarantor's postal address: Room 802, Building 11, Shenzhen Software Park, High-tech Zone Central Area, Nanshan District, Shenzhen Municipality

Email: wuzhenchao@xunlei.com Fax: —

Mobile phone: — WeChat: —

(If the Guarantor is an entity, please provide email/WeChat of the entity; if the Guarantor is an individual, please provide personal email/WeChat)

9.2 Notification, if delivered by personal service (including but not limited to service by lawyer/notary public or express delivery) will be deemed served upon being signed for receipt by the addressee (in case of rejection by the addressee, the notification will be deemed served upon the rejection date/return date or seven days following posting, whichever is earlier), if delivered by postal mail, will be deemed served seven days following posting, if delivered by fax, email, your bank's E-bank notification, mobile SMS, WeChat or other acceptable electronic means, will be deemed served upon the date of successfully sent as shown in your bank's corresponding system.

Notification of debt transfer or debt collection to the Guarantor announced by your bank on any public media will be deemed served upon the date of announcement.

The Guarantor shall inform your bank about any change in its postal address, email, fax, mobile phone or WeChat within five business days of such change, otherwise your bank shall have the right to serve notification to the original address or contact details. Notification failed due to change in address will be deemed served upon the date of return or seven days following posting, whichever is earlier. The Guarantor shall bear the loss of such notification failure on its own without prejudice to the legal effectiveness of the service.

9.3 The above postal address, email, fax, mobile phone and WeChat will also serve as the address for service of notary and judicial documents to the Guarantor (including but not limited to complaints/arbitration applications, evidences, summons, notices of response, notices of proof, notices of court session, notices of hearing, judgments/awards, orders, conciliation statements, notices of performance within a specified time and other legal documents for the hearing and execution stages); service of documents by the court of litigation and the notary public in writing as provided hereunder to the above address for service will be deemed duly served (refer to Article 9.2 above for the specific service standard).

10. Transfer

Whether the creditor's right secured by the maximum amount guarantee is determined or not, if your bank transfers full amount of your creditor's right under the Credit Agreement to any third party, the maximum amount guarantee as the secondary right will be transferred to the assignee concurrently.

If your bank transfers a portion of your creditor's right after the amount secured by this L/G is determined, this guarantee as the secondary right will also be transferred in part, thereafter, your bank with the non-transferred portion of debt claim and the assignee of the transferred portion of debt claim will share the security right and interest against the Guarantor proportionately according to your respective share of debt claim; if your bank transfers a portion of the debt claim before the debt amount secured by this L/G is determined, the guarantee right and interest will also be transferred in part, and the maximum amount of your bank's principal debt secured by the original maximum amount guarantee will be reduced correspondingly (that is, the maximum amount of your bank's principal debt secured by the original maximum amount guarantee will be reduced by the amount of the transferred debt portion), after the amount of your bank's untransferred portion of principal debt is determined, your bank with the untransferred portion of debt and the assignee of the transferred portion of debt will share the security right and interest against the Guarantor proportionately according to your respective share of debt

11. Miscellaneous

The Guarantor hereby acknowledges that, all operations of your bank related to the processing of specific services for the Credit Applicant and this L/G may be conducted by any outlet within the jurisdiction of your bank which may generate, issue or present relevant instruments; business operations conducted and instruments generated, issued and presented by your bank's outlets will be deemed as done your bank and will be binding upon both parties.

12. Dispute Resolution

This L/G shall be governed by the laws of the People's Republic of China (excluding the laws of Hong Kong SAR, Macao SAR and the Taiwan Region). The Guarantor hereby agrees to resolve any and all disputes and controversies arising out of or in connection with this L/G through dispute resolution methods agreed under the Credit Agreement.

13. Effectiveness

13.1 If the Guarantor is a legal person or other type of organization, this L/G will enter into force upon being signed and affixed with name seal by legal representative/principal responsible person of the Guarantor or his/her authorized agent and affixed with common seal/seal of contract of the Guarantor.

13.2 If the Guarantor is a natural person, this L/G will enter into force upon being signed by the Guarantor.

14. Supplementary Provisions

This L/G is executed in triplicate, with your bank, the Credit Applicant and the Guarantor each keeping one copy, and all copies have equal legal force.

Special notes:

All terms and conditions of this L/G has been explained by your bank to the Guarantor who hereby confirms that its understanding of such terms and conditions are consistent with your bank's explanation. In addition, your bank has reminded the Guarantor to pay special attention to those terms and conditions regarding exemption or limitation of your bank's liabilities, some rights unilaterally owned by your bank, and increase or limit of the Guarantor's liabilities or rights, and to comprehend such terms and conditions fully and accurately.

(The reminder of this page is intentionally left blank)

(This page is the signature page of the Irrevocable Letter of Guarantee of Maximum Amount)

Guarantor: Giganology (Shenzhen) Co., Ltd. (Seal)

By: /s/ Lei Chen

Legal representative, principal responsible person or authorized representative

/s/ Seal of Giganology (Shenzhen) Co., Ltd

Signing date: March 15, 2018

Exhibit 4.38

Credit Agreement

Credit Provider: China Merchants Bank Shenzhen Branch (hereinafter "Party A")

Principal Responsible Person: Ying Yue

Credit Applicant: Shenzhen Xunlei Networking Technologies Co., Ltd. (hereinafter "Party B")

Legal Representative/Principal Responsible Person: Kening Wu

Upon Party B's application, Party A hereby agrees to provide a credit amount for Party B. Now therefore, in accordance with applicable laws and regulations, Party A and Party B (hereinafter "the Parties"), through adequate negotiation, hereby make and enter into this *Credit Agreement* (hereinafter "this Agreement"), subject to the following terms and conditions.

1. Credit Amount

1.1 Party A will extend a credit amount of Eighty Five Million Yuan (including other currencies of equivalent value converted at the exchange rate published by Party A at the time when a specific transaction actually occurs, same below) (including revolving credit amount and/or one-time credit amount) (hereinafter "the Credit Amount").

Credit products and services offered under the Credit Amount include without limit one or more credit products or services of: loan/order loan, trade financing, bills discount, commercial bills acceptance, commercial acceptance bills guarantee, international/domestic guarantee, customs payment guarantee, legal-person account overdraft, derivative transaction, gold lease, etc.(hereinafter "Credit Services").

Revolving credit amount refers to the maximum balance sum of principals of one or more foregoing Credit Services offered by Party A to Party B during the Credit Period, which can be used by Party B on a continuous and revolving basis.

One-time credit amount refers to a credit amount under which the cumulative amount of all foregoing Credit Products offered by Party A to Party B must not exceed the amount of the one-time credit amount approved by Party A. One-time credit amount may not be used by Party B revoltingly; amounts of the multiple Credit Services applied for by Party B will take up corresponding amounts of the one-time credit amount cumulatively, until the credit amount is exhausted.

"Trade financing" includes but not limited to such service types as international/domestic letter of credit, import bill advance, delivery guarantee, advance against import documentary collection, packing finance, export bill advance, export negotiation, advance against export documentary collection, import/export remittance financing, credit insurance financing, factoring, commercial paper guarantee, etc.

1.2 If Party A provides import factoring or domestic buyer factoring service with Party B as the payer, the accounts receivable debt against Party B acquired by Party A under these services will take up amounts of the Credit Amount; if Party B applies for provision of domestic seller factoring or export factoring service from Party A, the basic purchase money (basic acquisition money) provided by Party A to Party B by using Party A's own funds or other funds of lawful sources will take up amounts of the Credit Amount.

1.3 If Party A entrusts other branches of China Merchants Bank to issue back-to-back letter of credit to the beneficiary according to its internal procedures after issuing the letter of credit, such letters of credit and documentary credits and delivery guarantees arising thereunder will take up amounts of the Credit Amount.

Under the import letter of credit service, if any subsequent import bill advance is made under the same letter of credit, the letter of credit and import bill advance will take up the same amount of the Credit Amount at different stage. That is to say, when an import bill advance is made, amount recovered after payment by the letter of credit will be reused to make import bill advance, and will be deemed to take up the same amount as the original import letter of credit.

1.4 The Credit Amount shall be exclusive of credit amounts corresponding to bonds or deposit pledges provided by Party B or a third party for any separate transactions under this Agreement, same below.

1.5 Any outstanding balances under specific transactions processed under the ___ Agreement (insert name of the Agreement) No.____ originally signed between Party A (or any subordinate body of Party A) will be automatically incorporated into this Agreement and take up corresponding amounts of the Credit Amount hereunder.

2. Credit Period

The credit period is twelve months from April 17th, 2018 to April 16th, 2019 ("the Credit Period"). Party B shall apply for credit utilization within the Credit Period; unless otherwise provided herein, Party A will not accept any credit utilization application submitted beyond the expiration date of the Credit Period.

3. Type and Scope of Credit Amount

The type of Credit Amount hereunder (revolving credit amount or one-time credit amount) and applicable types of Credit Services, credit amounts extended for different types of Credit Services, whether different types of Credit Services can be swapped, and specific conditions for utilizing the Credit Amount are subject to approval of Party A. If Party A makes any adjustment to its original approval according to Party B's application during the Credit Period, any subsequent approvals issued by Party A will constitute supplements and modifications to the original approval, and so on.

4. Utilization of the Credit Amount

4.1 Separate service agreements (whether single-transaction agreements/applications or framework agreement) signed between Party A and Party B for specific services hereunder will constitute integral parts of this Agreement, which collectively provide for the arrangement of rights and obligations of such specific services.

Party B must apply for utilization of the Credit Amount batch by batch by submitting the required documentation for examination and approval by Party A on a case-by-case basis. Party A shall have the right to decide whether to approve each application based on its internal management requirements, Party B's operation status and other relevant conditions, and may reject Party B's application at its sole discretion without assuming any legal liability to Party B. Where there is any inconsistency between this provision with any other provisions hereof, this provision shall prevail.

Amounts, interest rates, duration, purposes, fees and other transaction elements of each loan or other credits will be subject to separate service agreements, the transaction vouchers confirmed by Party A and the transaction records in Party A's system.

4.2 Duration of each loan or other credits within the scope of the Credit Amount shall be determined according to Party B's business need and Party A's business management rules; the expiration date of each specific service may be later than that of the Credit Period (unless required otherwise by Party A).

☑ 4.3 During the Credit Period, Party A shall have the right to evaluate Party B's business and financial status on an annual basis, and adjust the usable credit amount of Party B based on such assessment (check the box □ with "√" if this provision is applicable).

5. Guarantee Clause

5.1 GIGANOLOGY (SHENZHEN) CO., LTD. is the Guarantor who assumes joint and several liability for all debts of Party B to Party A hereunder and must issue a separate letter of guarantee to Party A, and/or

5.2 All debts of Party B to Party A hereunder will be secured by ___—____ mortgaging or pledging the assets which it has ownership or the right of disposal, for which a separate security contract must be signed.

If the Guarantor fails to sign relevant security document and go through the security procedures in accordance with this provision (including the case that an accounts receivable debtor raises an objection against the accounts receivable before they are pledged), Party A shall have the right to refuse extending credit to Party B.

5.3 When the mortgagor provides real estate mortgage as a guarantee for Party B's debts to Party A hereunder, if Party B knows that the mortgaged assets are already or may be listed into the government's demolition and expropriation plan, it shall inform Party A promptly and urge the mortgagor to renew the mortgage guarantee for Party B's debts with the compensation offered by the demolition party and go through corresponding mortgage procedures in accordance with provisions of the mortgage contract, or provide other security measures acceptable to Party in accordance with Party A's requirements.

All fees and expenses incurred for reestablishing the guarantee or adopting other measures in the event the aforementioned condition happens to the mortgaged assets shall be borne by the mortgagor, and Party B shall assume joint and several liability for the repayment of such fees and expenses, which Party A may deduct directly from Party B's account.

6. Party B's Rights and Obligations

6.1 Party B shall have the following rights to:

6.1.1 Require Party A to provide loans or other credits within the scope of the Credit Amount in accordance with the terms and conditions hereof;

6.1.2 Make use of the Credit Amount in accordance with the terms and conditions hereof;

6.1.3 Require Party A to maintain confidentiality for information provided by Party B regarding Party B's production, operation, properties, accounts and other aspects, unless it is required otherwise by laws and regulations or the supervisory authority;

6.1.4 Transfer its debts to a third party with Party A's consent.

6.2 Party B shall be obligated to:

6.2.1 Provide authentic documents required by Party A (including but not limited to, on the frequency required by Party A, provide authentic financial books/statements and annual financial reports, important decisions and changes in production, operation and management, money withdrawal/utilization information, information related to collateral, etc.), and information regarding all banks of deposit, account numbers and deposit & loan balances, and cooperate with Party A's investigation, review and inspection;

6.2.2 Accept Party A's inspection on its use of credit funds and related production, operation and financial activities;

6.2.3 Make use of the loans and/or other credits in accordance with provisions of this Agreement and separate contracts and/or the committed purposes;

6.2.4 Repay on time principals, interests and fees of loans, advances and other credits in accordance with provisions of this Agreement and separate contracts;

6.2.5 Obtain Party A's written consent before transferring debts hereunder to any third party in whole or in part;

6.2.6 Inform Party A promptly and actively coordinate with Party A in arranging for measures to secure repayment of principals, interests and fees of all loans, advances and other credits hereunder under any condition as follows:

6.2.6.1 Material financial loss, loss of assets or other financial crisis has occurred;

6.2.6.2 It provides loans or guarantee security for any third party or provide mortgage/pledge security with its own assets (rights);

6.2.6.3 Suspension of business, revocation or deregistration of business license, filing or being filed for bankruptcy or dissolution, etc.;

6.2.6.4 Its controlling shareholder or other affiliated company encounters major crisis in their operation or finance, causing adverse impact to its normal operation;

6.2.6.5 It enters into related-party transaction reaching 10% or more of its net assets value with its controlling shareholder or other affiliated company;

6.2.6.6 Any litigation, arbitration or criminal/administrative penalty has been brought by or against it, causing material negative effect on its operation or financial status;

6.2.6.7 Other material circumstances that may affect its solvency.

6.2.7 Party B shall not be slack in managing or claiming its mature debts or dispose its existing major properties without compensation or by other improper means.

6.2.8 Party B must obtain Party A's prior written consent before engaging in consolidation (merger), separation, restructuring, equity joint venture (cooperative joint venture), transfer of property rights or equity, reforming its shareholding system, overseas investment, increasing debt financing, etc.

6.2.9 As required by Party A, Party B (check the box □ "√" when applicable)

☐ shall obtain insurance for its core assets and designate Party A as the primary beneficiary;

☐ shall not sell or create mortgage on the _—_ assets designated by Party A before paying off all credit debts;

☐ shall restrict distribution of dividends to its shareholders as follows as required by Party A before paying off its credit debts:

—

☐ Others: —

6.2.10 In the case of dynamic pledge of accounts receivable, Party B shall guarantee that the credit balance at any time point during the Credit Period is lower than —% of the balance of the pledged accounts receivable, otherwise it must provide new accounts receivable acceptable to Party A for pledge or provide a bond, until the balance of the pledged accounts receivable ×—% + valid bond > credit balance.

6.2.11 In the case of bond pledge, if fluctuation in exchange rate results in the balance of the bond account being lower than —% of the amount of the corresponding credit service, Party B shall have the obligation to provide additional amount of bond or other guarantee as required by Party A.

6.2.12 Party B shall guarantee that payments for goods under import shall be collected into the account designated by Party A; under export negotiation, shall transfer bills and/or documents under the letter of credit to Party A.

7. Party A's Rights and Obligations

7.1 Party A shall have the following rights to:

7.1.1 Require Party B to fully repay on time principals and interests of all loans, advances and credit debts under this Agreement and separate contracts;

7.1.2 Require Party B to provide documents and information related to its utilization of the Credit Amount;

7.1.3 Ask for information about Party B's production, operation and financial activities;

7.1.4 Supervise that Party B is utilizing loans and/or other credits for the purposes agreed under this Agreement and separate contracts; when it is required by its business, unilaterally suspend or restrict the corporate E-banking function of Party B's account (including but not limited closing the E-bank, presetting list of payees/single payment limit/phase payment limit, etc.), restrict sale of settlement vouchers, or restrict telephone banking, mobile banking and other non-counter payment and exchange functions of Party B's account;

7.1.5 Authorize other branches of China Merchants Bank in the place where the beneficiary is located to issue letter of credit to the beneficiary according to its internal procedures.

7.1.6 Deduct funds from any account of Party B at any outlet of China Merchants Bank for repaying Party B's debts under this Agreement and separate contracts (if credit debts are not denominated in RMB, to purchase exchange from Party B's CNY account according to the exchange rate published by Party A at the time of deduction to repay principals, interests and fees of the credit debts);

7.1.7 Transfer its claims against Party B, and inform Party B about the transfer and collect from Party B by appropriate means at its sole discretion, including but not limited to fax, mailing, personal service, announcement on the public media, etc.;

7.1.8 Monitor and entrust other China Merchants Bank outlets to monitor Party B's accounts, and control disbursement of loan funds according to the loan purposes and payment scope agreed by the Parties;

7.1.9 Other rights provided hereunder.

7.2 Party A shall be obligated to:

7.2.1 Extend loans or other credits to Party B within the scope of the Credit Amount according to the conditions provided under this Agreement and separate contracts;

7.2.2 Maintain confidentiality for the status of Party B's assets, finance, production and operation, unless otherwise provided by laws and regulations or otherwise required by the supervisory authorities.

8. Party B hereby makes the following guarantees:

8.1 Party B is an entity with legal-person qualification lawfully established and existing under the laws of the People's Republic of China, its procedures for registration and annual reports publication are true, lawful and valid, and it has full capacity for civil conduct to sign and perform this Agreement;

8.2 Party B has obtained full authorization from its board of directors or any other authorities to sign and perform this Agreement;

8.3 Documents, data, certificates and other information provided by Party B regarding Party B, the Guarantor, mortgagors/pledgors and mortgaged/pledged assets are authentic, accurate, complete and valid, and do not contain material error or omission of any material fact that is inconsistent with the facts;

8.4 Party B shall strictly observe provisions of all separate transaction agreements and all letters and documents it issue to Party A;

8.5 No litigation, arbitration or criminal/administrative penalty that may have material adverse consequences on Party B or its main property has taken place at the time of signing this Agreement and no such litigation, arbitration or criminal/administrative penalty will take place during the execution of this Agreement. In case any such condition occurs, Party B shall immediately notify Party A;

8.6 Party B shall strictly abide by national laws and regulations in its business activities, carry out various businesses in strict accordance with the business scope stipulated in its business license or approved according to the law, and go through the formalities of annual registration inspection and business term renewal/extension on time;

8.7 Party B shall maintain or improve the current operation and management level, ensure the maintenance and appreciation of its existing assets, shall not give up any mature debt claims, and shall not dispose any existing main properties without compensation or in other inappropriate ways;

8.8 Without permission of Party A, Party B shall not repay other long-term debts in advance, and__, __;

8.9 At the time of signing and performing this Agreement, Party B has not had any other major events affecting the performance of its obligations hereunder.

9. Other Fees and Expenses

Where this Agreement involves matters that require notarization (except for mandatory notarization) or third-party services, related fees and expenses arising therefrom shall be borne by the entrusting party. If the entrusting is made by both parties collectively, they shall each bear 50% of the fees and expenses.

In the event that Party B fails to repay the debts owed to Party A under this Agreement as scheduled, all costs incurred by Party A in realizing its debt claim, such as attorney's fees, legal fees, travel expenses, announcement fees, service fees, etc., shall be borne by Party B in full, and Party B hereby authorizes Party A to directly deduct such costs from Party B's bank account at Party A. Where there is any deficiency, Party B shall indemnify Party A in full upon the receipt of the notice from Party A without requiring any proof from Party A.

10. Breach Events and Treatment

10.1 Party B shall be deemed to have breached this Agreement when it:

10.1.1 Fails to perform or breaches any of the obligations set forth herein;

10.1.2 Makes any representation or warranty hereunder that is inauthentic or incomplete, or violates requirements of that provision and fails to rectify as required by Party A;

10.1.3 Makes any material breach event related to any lawful and valid contract signed by Party B with any other creditor and such breach is not satisfactorily resolved within three months following the date of breach.

The aforementioned material breach event refers to such breach of Party B that results in its creditor’s entitlement to claim from Party B an indemnity of CNY One Hundred Million **or more.**

10.1.4 Fails or is hindered to be listing on the National Equities Exchange and Quotations (“NEEQ”), or its listing application is suspended; it has been issued with warning letters, ordered to make corrections, restricted in the trading of its securities account, or imposed with other self-disciplinary measures by NEEQ, for more than 3 times; or it is being subject to disciplinary actions, or its listing is terminated, or other similar circumstances;

10.1.5 Other circumstances Party A considers to be harmful to Party A’s legitimate rights and interests.

10.2 In the event the Guarantor has any of the following conditions, and Party A considers it may harm the Guarantor's guarantee capability, thus requires the Guarantor to eliminate adverse effect of such circumstance or requires Party B to increase security or change security condition, but the Guarantor and Party B fails to cooperate with such requirement, it will be deemed a breach event has occurred:

10.2.1 A condition similar to one of the conditions described under Article 6.2.6 hereof has occurred, or a condition described under Article 6.2.8 has occurred without Party A's consent;

10.2.2 The Guarantor conceals its actual capability for undertaking the guarantee responsibility or has not obtained authorization from relevant authority when issuing the irrevocable letter of guarantee;

10.2.3 The Guarantor fails to go through formalities on time for annual registration inspection, renewal/extension of its business term, or other similar circumstances;

10.2.4 The Guarantor is being slack in managing and claiming for its mature debts or disposes its existing main properties without compensation or by other improper means.

10.3 In the event the Mortgagor (or Pledgor) has any of the following conditions, and Party A considers it may results in failure of creation of mortgage/pledge or deficiency in the value of the mortgaged/pledged asset, thus requires the Mortgagor/Pledgor to eliminate adverse effect of such condition or requires Party B to increase security or change security condition, it will be deemed a breach event has occurred if the Mortgagor/Pledgor and Party B fails to cooperate with such requirement.

10.3.1 The mortgagor/pledgor has no ownership or disposal right to the mortgaged/pledged asset or the ownership is disputable;

10.3.2 The mortgaged/pledged asset is leased, attached, seized or supervised or being subject to any statutory prior senior right (including but not limited to senior right of construction payment), and/or such conditions are concealed;

10.3.3 The mortgagor transfers, leases, re-mortgages or disposes by any improper means the mortgaged asset without Party A's written consent; or even though such disposal is done with Party A's written consent, the proceeds obtained from disposal of the mortgaged asset is not used to repay Party B's debts to Party A as required by Party A;

10.3.4 The mortgagor fails to properly keep, maintain and repair the mortgaged asset, obviously derogating their value; or the act of the mortgagor directly endangers the mortgaged asset, causing their value to decrease; or the mortgagor fails to obtain insurance for the mortgaged asset as required by Party A during the mortgage term;

10.3.5 The mortgaged asset is or is likely to be included in the government's scope of demolition and expropriation, but the mortgagor fails to inform Party A promptly and perform relevant obligations under the mortgage contract;

10.3.6 In case the mortgagor uses its housing property which it has mortgaged with China Merchants Bank to provide residual mortgage security for the transaction hereunder, the mortgagor pays off his/her personal mortgage loan without Party A's consent before Party B's has paid off its credit debt hereunder.

10.4 Where accounts receivable are pledged to secure the debt hereunder, if the accounts receivable debtor's business has deteriorated significantly, or the accounts receivable debtor transfers its properties or illegally withdraws capital for the purpose of debt evasion, or colludes with the accounts receivable pledgor to change the payments collection channel to divert payment of accounts receivable from entering the designated collection account, or loses its goodwill, or loses or is likely to lose its capability to perform the pledge agreement, or has any other major event that impairs its solvency, Party A shall have the right to require Party B to provide corresponding security or provide new valid accounts receivable for pledge, failing which, it will be deemed a breach event has arisen.

10.5 Once any of the above breach events has arisen, Party A shall have the right to take the following measures separately or simultaneously:

10.5.1 Reduce the Credit Amouny hereunder, or stop utilization of the remaining amount of the Credit Amount;

10.5.2 Recover in advance principals, interests and related fees of all loans extended within the scope of the Credit Amount;

10.5.3 As for bills accepted or letters of credit, letters of guarantee, delivery guarantees and other credit papers issued (including entrusted reissue) by Party A within the Credit Period, regardless if any advance has been made, Party A shall have the right to require Party B to increase the amount of bond, or transfer deposits from its other accounts at Party A into the bond account or deposit the corresponding amounts with a third party, to secure for repayment of future advances made by Party A hereunder;

10.5.4 As for outstanding accounts receivable claim of Party B acquired in factoring service, Party A shall have the right to require Party B to immediately perform the repurchase obligation and adopt other recovery measures in accordance with relevant separate service agreement; as for accounts receivable claim against Party B acquired in factoring service, Party A shall have the right to claim against Party B immediately.

10.5.5 As appropriate, Party A may also directly require Party B to provide other assets acceptable to Party A as new guarantee, failing which, Party B shall be liable to pay a liquidated damages equivalent to 5% of the Credit Amount hereunder.

10.5.6 Directly freeze/deduct deposit in/from any settlement account and/or other account opened by Party B at China Merchants Bank;

10.5.7 Take recourse in accordance with provisions hereof;

10.6 Funds recovered by Party A will be used to repay credit debts in a last-to-first order according to their respective maturity date. And each credit will be repaid in the following order: fees, liquidated damages, compound interests, penalty interests, interests, and lastly principals of the credit, until all principals, interests and related fees have been fully repaid.

Party A shall have the right to unilaterally adjust the above repayment order, unless otherwise required by laws and regulations.

11. Modification and Termination of Agreement

This Agreement may be modified or terminated by the Parties in writing through negotiation. Before any written agreement has been reached in this regard, this Agreement will remain in force. Neither party may unilaterally modify, amend or terminate this Agreement.

12. Others

12.1 During the term of validity of this Agreement, any tolerance or grace period given by Party A for any breach or delay of Party B or any delay of Party A in exercising any interest or right hereunder will not prejudice, affect or restrict any rights and interests Party A is entitled to as the creditor under the law and this Agreement, and shall not be deemed as Party A's permission or approval for any breach or waiver of its right to adopt action against any existing or future breach.

12.2 In case this Agreement or any part thereof becomes void or invalid in law due to any reason whatsoever, Party B shall still be liable for all debts owed to Party A hereunder. In such case, Party A shall have the right to terminate performance of this Agreement and immediately claim repayment of all debts owed by Party B hereunder.

If any change in applicable laws or regulations results in increase in Party A's cost for performing its obligations hereunder, Party B shall compensate for Party A's cost increase as required by Party A.

12.3 The Parties' notifications, requirements and other correspondences related to this Agreement shall be delivered in writing (including but not limited to mail, fax, email, Party A's E-bank, mobile phone short message, WeChat, etc.).

Party A's address: Building of China Merchants Bank Shenzhen Branch, No. 2016, Shennan Avenue, Futian District, Shenzhen
Corporate email: — Fax: —
Mobile of contact person: — Corporate WeChat: —

Party B's address: 7-8/F, Building 11, Shenzhen Software Park, Keji Middle 2nd Road Middle. Yuehai Sub-district, Nanshan District, Shenzhen
Corporate email: wuzhenchao@xunlei.com Fax: —
Mobile of contact person: — Corporate WeChat: —

12.3.1 Notification, if delivered by personal service (including but not limited to service by lawyer/notary public or express delivery) will be deemed served upon being signed by the addressee (in case of rejection by the addressee, the notification will be deemed served upon the rejection date/return date or seven days following posting, whichever is earlier), if delivered by postal mail, will be deemed served seven days following posting, if delivered by fax, email, Party A's E-bank notification, mobile phone SMS, WeChat or other acceptable electronic means, will be deemed served upon the date of successfully sent as shown by the sender's corresponding system.

Notification of debt transfer or debt collection to Party B announced by Party A on any public media will be deemed served upon the date of announcement.

Either party who changes its postal address, email, fax, mobile phone or WeChat shall inform the other party about such change within five business days of such change, otherwise the other party shall have the right to serve notification to the original address or contact details. Notification failed due to change in address will be deemed served upon the date of return or seven days following posting, whichever is earlier. The changing party shall bear the loss of such notification failure on its own without prejudice to the legal effectiveness of the service.

12.3.2 The above postal address, email, fax, mobile phone and WeChat will also serve as the address for service of notarial and judicial documents to addressee (including but not limited to complaints/arbitration applications, evidences, summons, notices of response, notices of proof, notices of court session, notices of hearing, judgments/awards, orders, conciliation statements, notices of performance within a specified time and other legal documents for the hearing and execution stages); service of documents by the court of litigation and the notary public in writing as provided hereunder to the above address for service will be deemed duly served (refer to Article 12.3.1 above for the specific service standard).

12.4 The Parties agree that, to make an application for the trade financing service, Party B will only need to affix the reserved seal to application form in accordance with the *Letter of Authorization for Reserved Seal* that it has provided to Party A; both parties hereby acknowledge the validity of such seal.

12.5 When applying for credit service through Party A's online banking system, the digital signature generated by Party B's digital certificate will be Party B's valid signature for the purpose of such application; Party A shall have the right to produce relevant transaction vouchers according to the application information sent out from the online banking system, and Party B hereby acknowledges authenticity, accuracy and legitimacy of such information.

12.6 Written supplementary agreements made and entered by and between the Parties through negotiation regarding matters not covered hereunder and modifications hereto and all separate contracts entered into hereunder by the Parties shall form appendixes to and constitute integral parts of this Agreement.

12.7 For convenience of business handling, all operations of Party A related to transactions hereunder (including but not limited to applications acceptance, documents review, loans releasing, transaction confirmation, deduction, inquiry, receipt printing, collection, payment deduction and collection and notification) may be processed by any outlet within Party A's jurisdiction which may generate, issue and produce relevant letters and instruments; operations and instruments handled by other outlets within Party A's jurisdiction will be regarded as being done by Party A and be binding on Party B.

12.8 All appendixes hereto shall constitute integral parts of this Agreement and will automatically apply to corresponding specific transaction conducted between the Parties.

13. Applicable Law and Dispute Resolution

13.1 Conclusion, interpretation and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China (excluding the laws of Hong Kong SAR, Macao SAR and the Taiwan region); and the Parties' rights and interests shall be protected by the laws of the People's Republic of China.

13.2 All disputes between the Parties arising out of or in connection with this Agreement and the performance hereof shall be resolved by the Parties through negotiation, failing which, either party may (choose one out of the following two options, check the box □ with "√"when applicable):

☑ 13.2.1 Bring an action with a competent people’s court at Party A’s place;

☐ 13.2.2 Apply for arbitration with _____ (insert name of the arbitration body) ; the place of arbitration shall be_____.

13.3 After this Agreement and all separate contracts concluded thereunder have been notarized with mandatory enforcement force, to claim for repayment of debts owed by Party B under this Agreement and all separate contracts, Party A may directly submit an application to a competent people’s court for enforcement.

14. Effectiveness

This Agreement will enter into force upon being signed and affixed with signature seal by legal representatives/principal responsible persons of both parties or their authorized agents and affixed with common seals/seal of contracts of both parties, and will expire automatically upon the expiration date of the Credit Period or the date when all debts and other related fees owed by Party B to Party A hereunder have been fully repaid (whichever comes later).

15. Supplementary Provisions

This Agreement is executed in triplicate with Party A, Party B and the Guarantor each keeping one copy and all copies have the same legal effect.

Appendix 1: Special Provisions Regarding Yin Guan Tong (Customs Payment Guarantee)

Appendix 2: Special Provisions Regarding Buyer/Import Factoring

Appendix 3: Special Provisions Regarding Order Loan

Appendix 4: Special Provisions Regarding Commercial Acceptance Bills Guarantee

Appendix 5: Special Provisions Regarding Derivative Transactions

Appendix 6: Special Provisions Regarding Gold Lease

Appendix 7: Special Provisions Regarding Cross-border Coordinated Trade Financing

Special notes:

All terms and conditions of this Agreement (including all appendixes hereof) have been fully negotiated by all parties hereto. The bank has reminded all other parties to pay special attention to the terms and conditions regarding the exemption or limitation of the bank's liabilities, some rights unilaterally owned by the bank, and increase or limit of other parties' liabilities or rights, and to comprehend such terms and conditions fully and accurately. The bank has made corresponding explanations for the aforementioned terms and conditions upon the request of other parties. All signatory parties' understandings of the terms and conditions of this Agreement are fully consistent.

(The reminder of this page is intentionally left blank**)**

(This page is the signature page of the Credit Agreement)

Party A: China Merchants Bank Shenzhen Branch (Signature and seal)

By: /s/ Ying Yue

Legal representative or authorized representative (signature or seal)

/s/ Seal of China Merchants Bank Shenzhen Branch

Party B: Shenzhen Xunlei Networking Technologies Co., Ltd. (Seal)

By: /s/ Kening Wu

Legal representative or authorized representative (signature or seal)

/s/ Seal of Shenzhen Xunlei Networking Technologies Co., Ltd.

Signing date: March 15, 2018

Exhibit 8.1

List of Principal Subsidiaries

Name	Place of Incorporation
Subsidiaries	
Giganology (Shenzhen) Co., Ltd.	PRC
Xunlei Network Technologies Limited	British Virgin Islands
Xunlei Network Technologies Limited	Hong Kong
Xunlei Computer (Shenzhen) Co., Ltd.	PRC
HK Onething Technologies Limited	Hong Kong
Onething Co., Ltd.	Thailand
Variable Interest Entity	
Shenzhen Xunlei Networking Technologies, Co., Ltd.	PRC
Subsidiaries of Variable Interest Entity	
Shenzhen Onething Technologies Co., Ltd.	PRC
Xunlei Games Development (Shenzhen) Co., Ltd.	PRC
Shenzhen Xunlei Wangwenhua Co., Ltd.	PRC
Shenzhen Zhuolian Software Co., Ltd.	PRC
Beijing Onething Technologies Co., Ltd.	PRC
Shenzhen Crystal Interactive Technologies Co., Ltd.	PRC
Henan Tourism Information Co., Ltd.	PRC
Beijing Xunjing Technology Co., Ltd.	PRC

Exhibit 12.1

Certification by the Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Lei Chen, certify that:

1. I have reviewed this annual report on Form 20-F of Xunlei Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 29, 2019

By: /s/Lei Chen
Name: Lei Chen
Title: Chief Executive Officer

Exhibit 12.2

Certification by the Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Naijiang (Eric) Zhou, certify that:

1. I have reviewed this annual report on Form 20-F of Xunlei Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: April 29, 2019

By: /s/Naijiang (Eric) Zhou
Name: Naijiang (Eric) Zhou
Title: Chief Financial Officer

Exhibit 13.1

Certification by the Principal Executive Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the annual report of Xunlei Limited (the "Company") on Form 20-F for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Lei Chen, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2019

By: /s/Lei Chen
Name: Lei Chen
Title: Chief Executive Officer

Exhibit 13.2

Certification by the Principal Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the annual report of Xunlei Limited (the "Company") on Form 20-F for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Naijiang (Eric) Zhou, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 29, 2019

By: /s/Naijiang (Eric) Zhou
Name: Naijiang (Eric) Zhou
Title: Chief Financial Officer

Exhibit 15.1

Our ref: DKP/660874-000001/14288748v2

Xunlei Limited
7/F Block 11, Shenzhen Software Park
Ke Ji Zhong 2nd Road, Nanshan District
Shenzhen, 518057
The People's Republic of China

29 April 2019

Dear Sirs

Xunlei Limited

We have acted as legal advisers as to the laws of the Cayman Islands to Xunlei Limited, an exempted company incorporated with limited liability in the Cayman Islands (the "**Company**"), in connection with the filing by the Company with the United States Securities and Exchange Commission (the "**SEC**") of an annual report on Form 20-F for the year ended 31 December 2018 ("**Form 20-F**").

We hereby consent to the reference of our name under the heading "Item 10. Additional Information – E. Taxation – Cayman Islands Taxation" in the Form 20-F.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Yours faithfully

/s/ Maples and Calder (Hong Kong) LLP

Maples and Calder (Hong Kong) LLP

Exhibit 15.2

金杜律师事务所
KING&WOOD
MALLESONS

广东省深圳市福田中心区金田路4028号
荣超经贸中心28楼　　邮编518026

28th Floor, Landmark
4028 Jintian Road
Futian District
518035 Shenzhen
P. R. China

T +86 755 2216 3333
F +86 755 2216 3380

www.kwm.com

CONSENT LETTER

To Xunlei Limited

7/F Block 11, Shenzhen Software Park
Ke Ji Zhong 2nd Road, Nanshan District
Shenzhen, 518057
People's Republic of China

April 29, 2019

Dear Sir/Madam:

We hereby consent to the reference of our name under the headings "Item 3. Key Information—D. Risk Factors—Risks Related to Our Corporate Structure" and "Item 4. Information on the Company—C. Organizational Structure" in Xunlei Limited's Annual Report on Form 20-F for the year ended December 31, 2018 (the "Annual Report"), which will be filed with the Securities and Exchange Commission (the "SEC") in the month of April 2019, and further consent to the incorporation by reference of the summaries of our opinions under these headings into Xunlei Limited's registration statement on Form S-8 (File No. 333—200633) that was filed on November 28, 2014. We also consent to the filing of this consent letter with the SEC as an exhibit to the Annual Report on Form 20-F for the year ended December 31, 2018.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Yours faithfully

/s/ Zhou Rui

/s/ Seal of King & Wood Mallesons
Zhou Rui | Partner
King & Wood Mallesons

Exhibit 15.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No.333-200633) of Xunlei Limited of our report dated April 29, 2019 relating to the financial statements, which appears in this Form 20-F.

/s/PricewaterhouseCoopers Zhong Tian LLP

PricewaterhouseCoopers Zhong Tian LLP
Shenzhen, the People's Republic of China
April 29, 2019