As filed with the Securities and Exchange Commission on July 23, 2018

Registration No. 333-226017

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Amendment No. 2
to
FORM F-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

Opera Limited

(Exact name of Registrant as specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

Cayman Islands	**7372**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

Gjerdrums vei 19, 0484 Oslo, Norway
+47 2369-2400

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Cogency Global Inc.
10 East 40th Street, 10th Floor
New York, NY 10016
USA
+1 800 221-0102

(Name, address, including zip code, and telephone number, including area code, of agent for service)

	copies to:	
David T. Zhang, Esq. **Benjamin W. James, Esq.** **Kirkland & Ellis International LLP** **c/o 26th Floor, Gloucester Tower, The Landmark** **15 Queen's Road Central, Hong Kong** **+852 3761-3300**	**Aaron McParlan, Esq.** **General Counsel** **Gjerdrums vei 19** **0484 Oslo, Norway** **+47 2369-2400**	**Dan Ouyang, Esq.** **Wilson Sonsini Goodrich & Rosati** **Professional Corporation** **Unit 2901, 29F, Tower C, Beijing Yintai Centre,** **No. 2 Jianguomenwai Avenue, Chaoyang District** **Beijing 100022, P.R. China** **+86 10-6529-8300**
Steve Lin, Esq. **Kirkland & Ellis International LLP** **29th Floor, China World Office 2** **No. 1 Jian Guo Men Wai Avenue** **Beijing 100004, P.R. China** **+86 10-5737-9315**		**Weiheng Chen, Esq.** **Wilson Sonsini Goodrich & Rosati** **Suite 1509, 15/F, Jardine House,** **1 Connaught Place, Central** **Hong Kong** **+852 3972-4955**

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

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933. 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 7(a)(2)(B) of the Securities Act. ☐

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	**Amounts to be registered[2][3]**	**Proposed maximum offering price per share[3]**	**Proposed maximum aggregate offering price[2][3]**	**Amount of registration fee[4]**
Ordinary shares, par value US$0.0001 per share[1]	22,080,000	US$6.00	US$132,480,000	US$16,493.76

(1) American depositary shares issuable upon deposit of the ordinary shares registered hereby will be registered under a separate registration statement on Form F-6 (Registration No.333-226171). Each American depositary share represents two ordinary share(s).

(2) Includes ordinary shares initially offered and sold outside the United States that may be resold from time to time in the United States either as part of their distribution or within 40 days after the later of the effective date of this registration statement and the date the ordinary shares are first bona fide offered to the public, and also includes ordinary shares that may be purchased by the underwriters pursuant to an option to purchase additional ADSs. These ordinary shares are not being registered for the purpose of sales outside the United States.

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

(4) Previously paid.

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

The information in this preliminary prospectus is not complete and may be changed. We may not sell the securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting any offer to buy these securities in any jurisdiction where such offer or sale is not permitted.

Subject to Completion. Dated July 23, 2018.

9,600,000 American Depositary Shares

Opera Limited

Representing 19,200,000 Ordinary Shares

This is an initial public offering of American depositary shares, or ADSs, by Opera Limited.

Opera Limited is offering 9,600,000 ADSs to be sold in the offering.

Prior to this offering, there has been no public market for the ADSs or our ordinary shares. It is currently estimated that the initial public offering price per ADS will be between US$10.00 and US$12.00. We have applied to list the ADSs on the NASDAQ Global Select Market under the symbol "OPRA."

Concurrently with, and subject to, the completion of this offering, Tospring Technology Limited ("Bitmain"), IDG China Capital Fund III L.P. ("IDG Capital Fund") and IDG China Capital III Investors L.P. ("IDG Capital Investors" and together with IDG Capital Fund, "IDG") have agreed to purchase from us US$50,000,000, US$9,529,000 and US$471,000, respectively, of our ordinary shares, at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-share ratio, or the Concurrent Private Placements. Assuming an initial offering price of US$11.00 per ADS, the mid-point of the estimated offering price range shown on the front cover page of this prospectus, Bitmain, IDG Capital Fund and IDG Capital Investors will purchase 9,090,909, 1,732,545 and 85,636 ordinary shares from us, respectively. The Concurrent Private Placements are conducted pursuant to an exemption from registration with the U.S. Securities and Exchange Commission, or the SEC, under Regulation S of the Securities Act of 1933, as amended. Under the subscription agreements executed on June 26, 2018, the completion of this offering is the only substantive closing condition precedent for the Concurrent Private Placements and if this offering is completed, the Concurrent Private Placements will be completed concurrently. The investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any ordinary shares acquired in the Concurrent Private Placements for a period of 180 days after the date of this prospectus.

We are an "emerging growth company" as defined under applicable U.S. securities laws and, as such, we are eligible for reduced public company reporting requirements.

We are a "controlled company" under the rules of the NASDAQ, and may be exempt from certain corporate governance requirements, though we do not intend to rely on such exemptions. See "Risk Factors—Risks Related to Our ADSs and This Offering—As a "controlled company" under the rules of the NASDAQ, we may be exempt from certain corporate governance requirements that could adversely affect our public shareholders."

See "Risk Factors" beginning on page 14 to read about factors you should consider before buying the ADSs.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per ADS	Total
Initial public offering price	US$	US$
Underwriting discounts and commissions[(1)]	US$	US$
Proceeds, before expenses, to us	US$	US$

(1) For a description of compensation payable to the underwriters, see "Underwriting."

The underwriters have the option to purchase up to an additional ADSs from us at the initial public offering price less the underwriting discounts and commissions within 30 days from the date of this prospectus.

Upon the completion of this offering, Mr. Yahui Zhou, our chairman of the board and chief executive officer, will beneficially own 61.3% of the ordinary shares issued and outstanding and voting power. As a result, Mr. Zhou will have the ability to control or exert significant influence over important corporate matters.

The underwriters expect to deliver the ADSs against payment in New York, New York on , 2018.

CICC **Citigroup**

(in alphabetical order)

Prospectus dated , 2018.

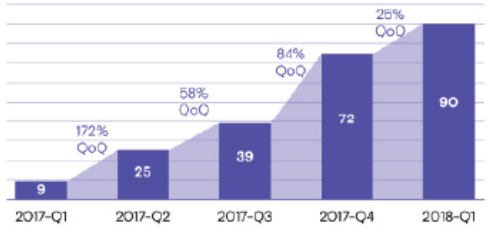
Opera

Enable global internet users to discover and access digital content in a fast, easy and personalized manner.

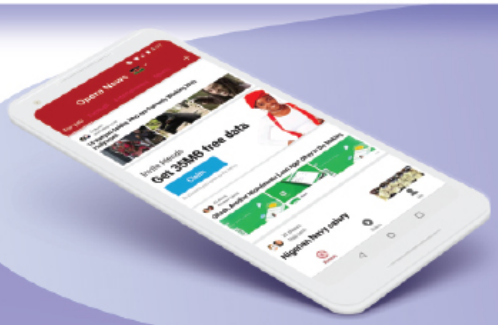
322m MAU
for mobile and PC

*2018-Q1 average, browsers

Opera News Average Quarterly MAU (million)



*Representing MAU in March 2017 only, which is when MAU figures were first available

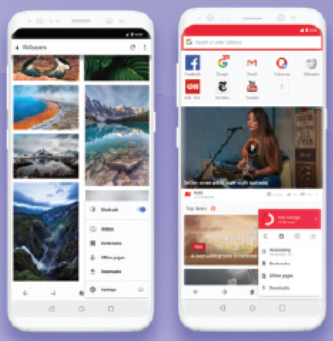


Opera News

AI-powered personalized news feed. Both standalone app and browser built-in service.

32min daily/user average in 2018-Q1

60 countries / 30+ languages



Opera for Android

Opera Mini

Fast and data saving mobile browsers.

Opera

An innovative and differentiated PC browser.

TABLE OF CONTENTS

This prospectus contains certain estimates and information concerning our industry, including market position, market size, and growth rates of the markets in which we participate. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to these estimates. We have not independently verified the accuracy or completeness of the data contained in these industry publications and reports. The industry in which we operate is subject to a high degree of uncertainty and risk due to variety of factors, including those described in the "Risk Factors" section. These and other factors could cause results to differ materially from those expressed in these publications and reports.

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

Neither we nor any of the underwriters have taken any action that would permit a public offering of the ADSs outside the United States or permit the possession or distribution of this prospectus or any related free-writing prospectus outside the United States. Persons outside the United States who come into possession of this prospectus or any related free-writing prospectus must inform themselves about and observe any restrictions relating to the offering of the ADSs and the distribution of the prospectus outside the United States.

Until , 2018 (the 25th day after the date of this prospectus), all dealers that buy, sell or trade ADSs, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial statements and notes appearing elsewhere in this prospectus. In addition to this summary, we urge you to read the entire prospectus carefully, especially the risks of investing in the ADSs discussed under "Risk Factors," before deciding whether to buy the ADSs.

Our Mission

Our mission is to enable global internet users to discover and access digital content and services in a fast, easy and personalized manner.

Our Business

Opera is one of the world's leading browser providers and an influential player in the field of integrated AI-driven digital content discovery and recommendation platforms. Given the growing importance of online content consumption, we believe that the future of digital content discovery is one where consumers will enjoy highly personalized experiences enabled by AI algorithms and big data. With a long and proven track record of innovation in both core performance and functionality, and an established global brand, we served 321.7 million average MAUs in the three months ended March 31, 2018, of which 239.4 million were smartphone and PC users compared to 202.6 million smartphone and PC users during the same period in 2017.

We believe consumers opt to use our browsers because we provide a better-targeted solution. Our browsers are all available globally, while users in Africa and Asia are attracted to our mobile browsers because of their efficient design and usability, and users across North America and Europe choose our PC browsers because of their unique features. Our mobile browsers, with a global user base of 264.3 million average MAUs in the three months ended March 31, 2018, of which 182.0 million were smartphone users, compared to 160.0 million smartphone users in the same period in 2017, are among the market leaders in high growth regions such as South Asia, Southeast Asia and Africa in terms of market share, according to StatCounter. Our PC browsers, available for both Windows and macOS platforms, also had a substantial user base of 57.4 million average MAUs in the three months ended March 31, 2018, compared to 42.6 million during the same period in 2017.

The browsers of today are transforming from web-browsing utilities into smarter products providing users with faster, easier and more personalized access to internet content. As technologies such as AI and big data analytics advance, consumers expect their online experiences to be increasingly customized, interactive and engaging. As a result, consumers are turning to mobile apps that deliver more personalized content discovery, enabled by big data and AI technologies. With our Opera browser serving as the initial portal through which our users access the internet, we can develop additional applications and functions on top to fulfill users' needs and increase their time spent on our products.

We first launched Opera News service, based on AIRE, our AI-powered content discovery and recommendation platform, as an integrated feature within our mobile browsers in January 2017. We also launched the standalone app, Opera News App, in January 2018. We constantly refine and optimize our AI platform with insights from our massive user base and adopt technologies including natural language processing, computer vision, image understanding to process content, and machine learning technology, including gradient boosting decision trees and deep neural networks in our recommendation engines to recommend personalized content to each individual user. Since the launch of Opera News, we have experienced tremendous user growth with 90.2 million average MAUs accessing Opera News in the three months ended March 31, 2018, an increase from 9.1 million average MAUs for the same period in 2017. In addition, the average user time spent for AIRE-enabled browsers reached approximately 32 minutes per day during the three months ended March 31, 2018, an increase of 39.1% from 23 minutes per day for the same period in 2017.

We generate revenue mainly through agreements with our search partners and partners that deliver services and advertisements to our users. Driven by the rapid adoption of our modern mobile applications, we have experienced strong revenue growth. During 2017, we recorded US$128.9 million in operating revenue, up by 20.1% from US$107.3 million in operating revenue on a pro forma consolidated basis during 2016. During the three months ended March 31, 2018, we recorded US$39.4 million in operating revenue, up by 54.8% from US$25.5 million for the same period in 2017. We had a net loss of US$12.7 million in 2016 on a pro forma consolidated basis and had net income of US$6.1 million in 2017. We had net income of US$6.6 million in the three months ended March 31, 2018 and had a net loss of US$0.2 million for the same period in 2017. Our adjusted net loss was US$9.2 million in 2016 on a pro forma consolidated basis and we had an adjusted net income of US$17.8 million in 2017. Our adjusted net income was US$0.8 million and US$9.9 million in the three months ended March 31, 2017 and 2018, respectively. To see how we define and calculate adjusted net income, a reconciliation between adjusted net income and net income (loss) (the most directly comparable IFRS financial measure) and a discussion about the limitations of non-IFRS financial measures, please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-IFRS Financial Measures."

Our Market Opportunity

The last decade has seen rapid developments in internet and mobile internet infrastructure, with regions such as North America and Europe being the most well-developed. Meanwhile, regions including Southeast Asia, South Asia and Africa are still underpenetrated in terms of internet and mobile broadband connections. As internet infrastructure in underpenetrated regions continues to develop, the number of internet and mobile internet users is also expected to increase and bring substantial growth to the internet economy.

OS vendors, including Apple, Microsoft and Google, have invested in PC and mobile browser initiatives, which are typically focused on delivering a global commonly acceptable interface with wide compatibility and relatively limited feature sets in order to cater to their broad spectrum of OS users. Against this backdrop of default browsers, there are certain browser solutions, typically PC browsers, that cater to more demanding users and certain browser solutions, typically mobile browsers, that cater to users in more constrained hardware environments. These solutions generally offer unique features, such as memory and battery consumption management, improved loading speeds, crash avoidance, privacy protection and other built-in functionality.

Content consumption on mobile devices differs from content consumption on PCs. As mobile devices typically have small screens, it is harder for users to actively navigate and consume content across web pages and websites. In addition, users often consume content on their mobile devices in a fragmented manner throughout the day, and might not have enough time to search for and discover content that would interest them. As a result, a new generation of applications is emerging that aggregate content from multiple sources across the web, using AI to carefully dissect the choices and preferences of users in order to provide highly curated content that is customized to each user's individual interests.

We believe that browsers and AI-powered content aggregation apps function as key engagement gateways that position their respective developers as effective gate keepers. By controlling the apps that users most often engage with, successful developers are positioned to influence user engagement across the internet economy—one of the largest and fastest growing economic eco-systems in the world. According to Statista, worldwide digital advertising revenue was US$247.9 billion in 2017, and is expected to grow to US$376.3 billion in 2021. Worldwide search advertising revenue, a feature commonly controlled by web browser preferences, is expected to grow to US$165.2 billion by 2021, up 47% from US$112.4 billion in 2017.

Our Strengths

We believe that the following strengths contribute to our success and set us apart from our peers:

- established global internet brand with a massive user base;
- innovative products propelling robust organic growth;
- proven monetization model;
- strong relationships with a broad mix of strategic partners; and
- global and visionary leadership.

Our Strategies

We intend to pursue the following strategies to further grow our business:

- grow our user base through continued product innovation;
- increase user engagement and stickiness through AI;
- grow and improve our monetization capability; and
- seek partnerships and further enhance our content-driven ecosystem.

Our Challenges

We believe some of the major risks and uncertainties that may materially and adversely affect us include the following:

- our ability to maintain or grow the size of our user base or the level of engagement of our users;
- intense competition and our ability to continue to innovate and provide products and services that meet the needs of our users;
- rapid changes in technologies and mobile devices;
- managing or expanding our business across the expansive and diverse markets that we operate in;
- our ability to maintain profitability in the future;
- a small number of business partners contribute a significant portion of our revenues; and
- our existing business and expansion strategy depend on certain key collaborative arrangements, and we may be unable to maintain or develop these relationships.

In addition, we face risks and uncertainties related to our compliance with applicable regulations and policies in our principal markets and operations.

See “Risk Factors” and other information included in this prospectus for a detailed discussion of the above and other challenges and risks.

Corporate History and Structure

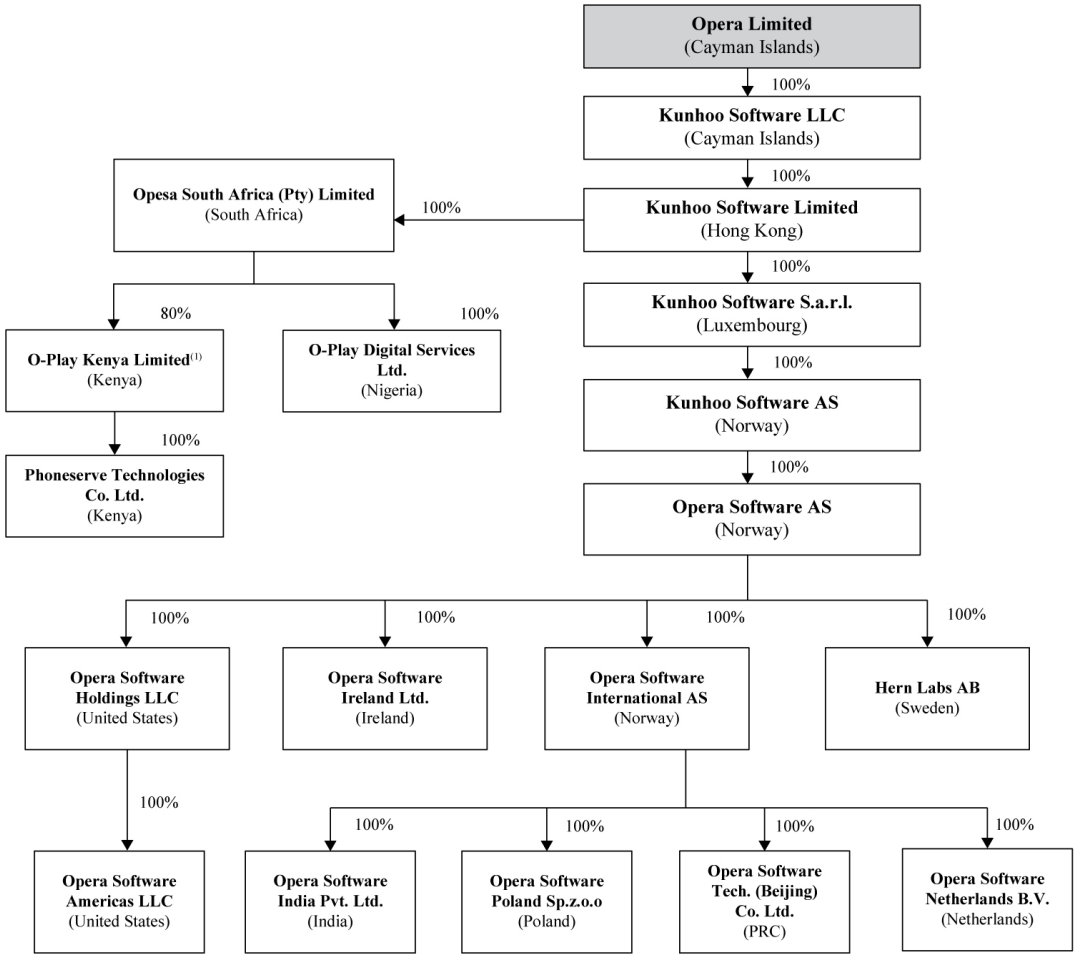
We are an exempted company with limited liability incorporated in the Cayman Islands. We conduct our business mainly through our operating company, Opera Software AS, in Norway, and its subsidiaries located in countries across the world. We trace our history back to the founding of Otello Corporation ASA, (formerly known as Opera Software ASA), or Otello, a private limited liability company incorporated

under the laws of Norway in June 1995. In September 1996, our predecessor introduced the first version of our "Opera" branded browser software and have since been a pioneer in redefining the web browsing experience and providing personalized content discovery platforms for hundreds of millions of global internet users. In March 2004, Otello converted to a public company and was listed on the Oslo stock exchange, Oslo Børs, under the ticker code "OPERA."

Prior to our acquisition of Opera Software AS and its subsidiaries, including the business of providing mobile and PC web browsers as well as certain related products and services, or the "Consumer Business," the Consumer Business was one of Otello's major business lines. In March 2016, the Consumer Business, including all related assets, rights and obligations, and the majority of Otello's other businesses were contributed to Opera Software AS. During August and September 2016, Otello undertook a number of internal transactions to establish Opera Software AS as the ultimate holding company of all entities related to its Consumer Business, and to move Otello's corporate activities and other businesses to be held outside of Opera Software AS. On November 3, 2016, Kunhoo Software AS acquired all of the shares of Opera Software AS for a consideration of US$575.0 million less working capital adjustments. In March 2018, Opera Limited was incorporated as our proposed listing entity in the Cayman Islands. In June 2018, Opera Limited became our holding company by way of an exchange of equity interests in which the existing members of Kunhoo Software LLC exchanged their interests in Kunhoo Software LLC for ordinary shares having substantially the same rights in Opera Limited.

Our company is a holding company that does not have substantive operations. We conduct our principal activities through our subsidiaries, which are located in Norway, Ireland, Sweden, Poland, the PRC, the United States, India and the Netherlands.

The chart below summarizes our corporate structure and identifies our principal subsidiaries and their places of incorporation as of the date of this prospectus:



1. 20% held by a nominee shareholder.

Corporate Information

Our principal executive offices are located at Gjerdrums vei 19, 0484 Oslo, Norway. Our telephone number at this address is +47 23 69 24 00. Our registered office in Cayman Islands is at the offices of Maples Corporate Services Limited at P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. Our agent for service of process in the United States is Cogency Global Inc., located at 10 East 40th Street, 10th Floor, New York, NY 10016.

We are a foreign private issuer under the U.S. Securities Exchange Act of 1934, as amended, or the Exchange Act, and as such we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers. See "Risk Factors—Risks Related to Our Business and Industry—We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies."

Investors should contact us for any inquiries through the address and telephone number of our principal executive offices. Our website is www.opera.com. The information contained on our website is not a part of this prospectus.

As a company with less than US$1.07 billion in revenue for our last fiscal year, we qualify as an "emerging growth company" pursuant to the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements compared to those 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. 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.

We will remain an emerging growth company until the earliest of (a) the last day of the fiscal year during which we have total annual gross revenue of at least US$1.07 billion; (b) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (c) the date on which we have, during the preceding three-year period, issued more than US$1.07 billion in non-convertible debt; or (d) the date on which we are deemed to be a "large accelerated filer" under the Exchange Act, which would occur if the market value of the ADSs that are held by non-affiliates exceeds US$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided in the JOBS Act discussed above.

We are a "controlled company" under the rules of the NASDAQ, and may be exempt from certain corporate governance requirements, though we do not intend to rely on such exemptions. See "Risk Factors—Risks Related to Our ADSs and This Offering—As a "controlled company" under the rules of the NASDAQ, we may be exempt from certain corporate governance requirements that could adversely affect our public shareholders."

Conventions Which Apply to This Prospectus

Unless we indicate otherwise, all information in this prospectus reflects no exercise by the underwriters of their option to purchase up to 1,440,000 additional ADSs representing 2,880,000 ordinary shares from us.

Except where the context otherwise requires:

- "active user" refers to a user, calculated based on device identification, that has accessed one of our mobile browsers, PC browsers or other applications at least once during a given period. A unique user that is active in more than one of the applications on our platform is counted as more than one active user;
- "ADSs" refer to American depositary shares, each of which represents two ordinary shares;
- "China" or "PRC" refers to the People's Republic of China, excluding, for the purpose of this prospectus only, Taiwan and the special administrative regions of Hong Kong and Macau;
- "MAUs" or "monthly active users" refer to the number of active browser users during each month within a given period, unless otherwise indicated;
- "shares" or "ordinary shares" refer to our ordinary shares, par value US$0.0001 per share;
- "South Asia" comprises the four distinct markets of India, Pakistan, Bangladesh and Sri Lanka;
- "Southeast Asia" comprises the six distinct markets of Indonesia, Vietnam, Thailand, the Philippines, Malaysia and Myanmar;
- "US$," "U.S. Dollars," "$" and "dollars" refer to the legal currency of the United States; and
- "we," "us," "our company," "the Group," "our group," "our" or "Opera" refers to Opera Limited, an exempt company incorporated under the laws of the Cayman Islands with limited liability that is the holding company of our group.

THE OFFERING

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

Offering Price	We expect that the initial public offering price will be between US$10.00 and US$12.00 per ADS.
ADSs Offered by Us	9,600,000 ADSs (or 11,040,000 ADSs if the underwriters exercise their option to purchase additional ADSs in full).
Concurrent Private Placements	Concurrently with, and subject to, the completion of this offering, Bitmain, IDG Capital Fund and IDG Capital Investors have agreed to purchase from us US$50,000,000, US$9,529,000 and US$471,000, respectively, worth of our ordinary shares, at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-share ratio, or the Concurrent Private Placements. Assuming an initial offering price of US$11.00 per ADS, the mid-point of the estimated offering price range shown on the front cover page of this prospectus, Bitmain, IDG Capital Fund and IDG Capital Investors will purchase 9,090,909, 1,732,545 and 85,636 ordinary shares from us, respectively. The Concurrent Private Placements are conducted pursuant to an exemption from registration with the U.S. Securities and Exchange Commission, or the SEC, under Regulation S of the Securities Act of 1933, as amended. Under the subscription agreements executed on June 26, 2018, the completion of this offering is the only substantive closing condition precedent for the Concurrent Private Placements and if this offering is completed, the Concurrent Private Placements will be completed concurrently. The investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any ordinary shares acquired in the Concurrent Private Placements for a period of 180 days after the date of this prospectus.
ADSs Outstanding Immediately After This Offering	9,600,000 ADSs (or 11,040,000 ADSs if the underwriters exercise their option to purchase additional ADSs in full).

Ordinary Shares Outstanding Immediately After This Offering	220,359,090 ordinary shares (or 223,239,090 ordinary shares if the underwriters exercise their option to purchase additional ADSs in full).
Proposed NASDAQ symbol	OPRA.
The ADSs	Each ADS represents two ordinary shares. The depositary will hold the ordinary shares underlying your ADSs and you will have rights as provided in the deposit agreement. We do not expect to pay dividends in the foreseeable future. If, however, we declare dividends on our ordinary shares, the depositary will pay you the cash dividends and other distributions it receives on our ordinary shares, after deducting its fees and expenses. You may turn in your ADSs to the depositary in exchange for ordinary shares. The depositary will charge you fees for any exchange. We may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs, you agree to be bound by the deposit agreement as amended. To better understand the terms of the ADSs, you should carefully read the "Description of American Depositary Shares" section of this prospectus. You should also read the deposit agreement, which is filed as an exhibit to the registration statement that includes this prospectus.
Option to Purchase Additional ADSs	We have granted to the underwriters an option, exercisable within 30 days from the date of this prospectus, to purchase up to 1,440,000 additional ADSs.
Use of Proceeds	We estimate that we will receive net proceeds from this offering and the Concurrent Private Placements of approximately US$154.0 million (or US$168.7 million if the underwriters exercise their option to purchase additional ADSs in full), after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming an initial public offering price of US$11.00 per ADS, being the mid-point of the estimated range of the initial public offering price shown on the front cover of this prospectus. We plan to use the net proceeds of this offering and the Concurrent Private Placements primarily for the following purposes: • approximately 40% for research and development to continue to strengthen our AI-driven content discovery and recommendation platform and overall product portfolio; • approximately 25% for distribution and marketing to further improve brand awareness across all markets and attract new users to our products;

	• approximately 25% to pursue strategic partnership, investment and acquisition opportunities, though currently we have not identified any potential targets; and • the remainder for working capital and other general corporate purposes. See "Use of Proceeds" for additional information.
Lock-up	We, our directors and executive officers, our existing shareholders and the investors in the Concurrent Private Placements have agreed with the underwriters, subject to certain exceptions, not to sell, transfer or otherwise dispose of any ADSs, ordinary shares or similar securities or any securities convertible into or exchangeable or exercisable for our ordinary shares or ADSs, for a period ending 180 days after the date of this prospectus. See "Shares Eligible for Future Sale" and "Underwriting" for more information.
Risk Factors	See "Risk Factors" and other information included in this prospectus for a discussion of risks you should carefully consider before investing in the ADSs.
Depositary	The Bank of New York Mellon.
Directed Share Program	At our request, the underwriters have reserved for sale, at the initial public offering price, up to 960,000 ADSs offered by this prospectus to our directors, officers, employees, business associates and related persons. We do not know if these persons will choose to purchase all or any portion of these reserved ADSs, but any purchases they do make will reduce the number of ADSs available to the general public. Any reserved ADSs not so purchased will be offered by the underwriters to the general public on the same terms as the other ADSs.
Concentration of Ownership	Once this offering is completed, our executive officers, directors, and stockholders holding more than 5% of our outstanding shares, together with their affiliates, will beneficially own, in the aggregate, approximately 86.2% of our outstanding shares and voting power of our outstanding shares.

SUMMARY CONSOLIDATED HISTORICAL AND PRO FORMA FINANCIAL INFORMATION

The following summary consolidated statements of operations data for the period from January 1, 2016 to November 3, 2016 (the "Predecessor") and from inception of Kunhoo Software LLC on July 26, 2016 to December 31, 2016 and for the year ended December 31, 2017, and summary consolidated statements of financial position data as of December 31, 2016 and 2017 (the "Successor"), have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The consolidated financial statements are prepared and presented in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board, or IFRS. The consolidated statement of operations data for each of the three month periods ended March 31, 2017 and 2018, and summary consolidated statement of financial position data as of March 31, 2018 have been derived from our unaudited condensed interim consolidated financial statements included elsewhere in this prospectus. The unaudited condensed interim consolidated financial statements have been prepared in accordance with International Accounting Standard 34 Interim Financial Reporting as issued by the International Accounting Standards Board.

Our historical results are not necessarily indicative of results expected for future periods. You should read this "Summary Consolidated Financial Data and Operating Data" section together with our audited consolidated financial statements and the related notes and our unaudited condensed interim consolidated financial statements and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section included elsewhere in this prospectus.

The following tables also set forth the summary pro forma consolidated statement of operations for the year ended December 31, 2016 which reflects the effect of the acquisition of Opera Software AS and its subsidiaries and the Consumer Business on November 3, 2016, by Kunhoo Software LLC and its subsidiaries, or the Group, as if such transaction had occurred on January 1, 2016. Prior to the acquisition, the Group had no operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operation—Unaudited Pro Forma Consolidated Financial Information" for more information. The pro forma adjustments are based upon currently available information and certain assumptions that are factually supportable and that we believe are reasonable under the circumstances. The pro forma financial information does not necessarily represent, what our actual consolidated results of operations would have been had the transactions occurred on the dates indicated, nor are they necessarily indicative of results that may be expected for any future period.

Summary Consolidated Statement of Operations

	2016			2017		
	Predecessor for the period from January 1, 2016 to November 3, 2016	Successor Group since inception on July 26, 2016 to December 31, 2016	Unaudited pro forma consolidated Group for the year ended December 31, 2016[1]	Successor Group for the year ended December 31, 2017	Successor Group for the three months ended March 31, 2017	Successor Group for the three months ended March 31, 2018[3]
	(US$ in thousands, except for percentages)					
Operating revenue and other income:						
Operating revenue	88,518	18,767	107,285	128,893	25,475	39,446
Other income	—	—	—	5,460	—	—
Operating expenses:						
Payouts to publishers and monetization partners	(638)	(469)	(1,107)	(1,303)	(104)	(678)
Personnel expenses including share-based remuneration	(35,493)	(5,972)	(41,465)	(44,315)	(8,726)	(11,110)

	2016			2017		
	Predecessor for the period from January 1, 2016 to November 3, 2016	Successor Group since inception on July 26, 2016 to December 31, 2016	Unaudited pro forma consolidated Group for the year ended December 31, 2016[1]	Successor Group for the year ended December 31, 2017	Successor Group for the three months ended March 31, 2017	Successor Group for the three months ended March 31, 2018[3]
	(US$ in thousands, except for percentages)					
Depreciation and amortization	(9,586)	(3,082)	(16,712)	(16,604)	(3,802)	(3,388)
Other operating expenses	(42,486)	(19,032)	(55,418)	(58,652)	(10,311)	(14,493)
Restructuring costs	(3,911)	—	(3,911)	(3,240)	(1,741)	—
Total operating expenses	(92,113)	(28,555)	(118,613)	(124,114)	(24,683)	(29,669)
Operating profit (loss)	(3,595)	(9,788)	(11,328)	10,239	792	9,776
Income (loss) from associates and joint ventures:						
Share of net income (loss) of associates and joint ventures	(2,664)	(237)	(2,901)	(1,670)	(356)	(1,009)
Net financial income (loss):						
Financial income	—	37	37	1,054	13	95
Financial expense	(1,378)	(24)	(1,402)	(238)	(62)	(34)
Net foreign exchange gains (losses)	(1,212)	212	(1,000)	(1,881)	(315)	81
Total net financial income (loss)	(2,590)	225	(2,365)	(1,065)	(364)	142
Net income (loss) before income taxes	(8,849)	(9,800)	(16,594)	7,504	73	8,909
Income tax (expense) benefit	743	2,096	3,850	(1,440)	(241)	(2,289)
Net income (loss)	(8,106)	(7,704)	(12,744)	6,064	(168)	6,619
Pro forma net income (loss) per share data						
Basic, US$[4]	(0.043)	(0.040)	(0.067)	0.032	(0.001)	0.035
Diluted, US$[5]	(0.043)	(0.040)	(0.067)	0.032	(0.001)	0.034
Non-IFRS Financial Measures						
Adjusted EBITDA[2]	10,816	(6,706)	10,210	34,119	6,335	15,613
Adjusted net income (loss)[2]	(7,229)	(8,264)	(9,226)	17,796	780	9,870

(1) Including pro forma adjustments. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Unaudited Pro Forma Consolidated Financial Information.”

(2) To see how we define and calculate adjusted EBITDA and adjusted net income (loss), a reconciliation between adjusted EBITDA and net income (loss), and adjusted net income (loss) and net income (loss) (for each, the most directly comparable IFRS financial measures) and a discussion about the limitations of non-IFRS financial measures, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Non-IFRS Financial Measures.”

(3) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers and IFRS 9 Financial Instruments. The impact of adopting these standards is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

(4) Pro forma basic income (loss) per share is computed assuming 200 million shares of Opera Limited were outstanding for all periods presented and reduced by 9.75 million shares that will be surrendered by two shareholders upon completion of the initial public offering as disclosed in note 11 to the unaudited condensed interim consolidated financial statements included in the registration statement.

(5) Pro forma diluted income (loss) per share gives effect to the dilutive effect of RSUs awarded in 2017 and 2018. The 19,413,000 and 21,497,500 RSUs, outstanding as of December 31, 2017 and March 31, 2018, respectively, were all dilutive and correspond to 13,556,312 period-average RSUs in 2017 and 20,223,278 period-average RSUs in the three month period ended March 31, 2018 based upon the periods the awards were outstanding for purposes of determining pro forma diluted income (loss) per share.

The period-average outstanding RSUs were adjusted by factor of 0.4 to reflect the transfer of the RSU program to Opera Limited, an entity with 200 million outstanding shares at the time of the transfer. The factor of 0.4 represents the ratio of 200 million outstanding shares of Opera Limited to the 500 million shares assumed in the 2017 RSU plan, and ensures that each RSU award maintains the same value after the transfer of the program to Opera Limited. Following this adjustment, the period-average outstanding RSUs included in the calculation was 5,422,525 RSUs for 2017 and 8,089,311 RSUs for the three month period ended March 31, 2018. The net dilutive effect of these awards is determined by application of the treasury stock method related to the share equivalents of unrecognized share compensation expense on RSUs outstanding at period end.

	As of December 31,		As of March 31, 2018[1]
	2016	2017	
	(US$ in thousands)		
Summary Consolidated Statement of Financial Position Data:			
Total non-current assets	561,511	561,989	561,332
Intangible assets	124,536	118,620	118,028
Investments in associates and joint ventures	1,043	5,517	4,783
Total current assets	78,967	74,311	80,660
Cash and cash equivalents	34,181	33,207	39,300
Total assets	**640,479**	**636,300**	**641,991**
Total equity	**568,197**	**583,503**	**591,266**
Total non-current liabilities	19,010	15,947	15,527
Total current liabilities	53,272	36,850	35,199
Total liabilities	**72,282**	**52,797**	**50,725**
Total equity and liabilities	**640,479**	**636,300**	**641,991**

(1) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers and IFRS 9 Financial Instruments. The impact of adopting these standards is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

RISK FACTORS

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

Risks Related to Our Business and Industry

We may fail to maintain or grow the size of our user base or the level of engagement of our users.

The size and engagement level of our user base are critical to our success. Our business and financial performance have been and will continue to be significantly affected by our success in adding, retaining and engaging active users. We continue to invest significant resources to grow our user base and increase user engagement, whether through innovations, providing new or improved content or services, marketing efforts or other means. While our user base has expanded significantly in the last three years, we cannot assure you that our user base and engagement levels will continue growing at satisfactory rates, or at all. Our user growth and engagement could be adversely affected if:

- we fail to maintain the popularity of our platforms among users;
- we are unable to continue to develop products that work with a variety of mobile operating systems, networks and smartphones;
- we are unable to maintain the quality of our existing content and services;
- we are unsuccessful in innovating or introducing new, best-in-class content and services;
- we fail to adapt to changes in user preferences, market trends or advancements in technology;
- our partners who provide content to Opera News and our other platform applications do not create content that is engaging, useful, or relevant to users;
- our partners who provide content to Opera News and our other platform applications decide not to renew agreements or devote their resources to create engaging content;
- our global distribution partners decide not to pre-install our software on their products;
- we fail to provide adequate service to users or partners;
- technical or other problems prevent us from delivering our content or services in a timely and reliable manner or otherwise affect the user experience;
- there are user concerns related to privacy, safety, fund security or other factors;
- there are adverse changes to our platforms that are mandated by, or that we elect to make to address, legislation, regulation or litigation, including settlements or consent decrees;
- we fail to maintain the brand image of our platforms or our reputation is damaged; or
- there are unexpected changes to the demographic trends or economic development in the markets that we compete in.

Our efforts to avoid or address any of these events could require us to incur substantial expenditures to modify or adapt our content, services or platforms. If we fail to retain or continue growing our user base, or if our users reduce their engagement with our platforms, our business, financial condition and results of operations could be materially and adversely affected.

We face intense competition and if we do not continue to innovate and provide products and services that meet the needs of our users, we may not remain competitive.

We face intense competition in all of the products and services we offer. In the browser space, we generally compete with other global browser developers, including Google (Chrome browser), Apple (Safari browser) and Microsoft (Internet Explorer and Edge browsers) and with other regional internet companies that have strong positions in particular countries. In the content space, we have faced significant competition from other internet companies promoting their own content products and services globally, including Google and Apple, and traditional media such as local and global newspapers and magazines. In addition, we compete with all major internet companies for user attention and advertising spend. Moreover, in emerging international markets, where mobile devices often lack large storage capabilities, we may compete with other applications for the limited space available on a user's mobile device. As we introduce new products, as our existing products evolve, or as other companies introduce new products and services, we may become subject to additional competition. For example, in 2018, we launched Opera News App, our first standalone AI-powered news-publishing app. While we view Opera News App as an extension of Opera's mobile product portfolio, adding new products and services subjects us to additional competition and new competitors.

Many of our current and potential competitors have significantly greater resources and broader global recognition and occupy better competitive positions in certain markets than we do. These factors may allow our competitors to respond to new or emerging technologies and changes in market requirements better than we can. Our competitors may also develop products, features or services that are similar to ours or that achieve greater market acceptance. These products, features and services may undertake more far-reaching and successful product development efforts or marketing campaigns, or may adopt more aggressive pricing policies. In addition, our partners may use information that we share with them to develop or work with competitors to develop products or features that compete with us. Certain competitors, including Apple, Microsoft and Google, could use strong or dominant positions in one or more markets to gain competitive advantages against us in areas where we operate, including by:

- integrating competing features into products they control such as web browsers or mobile device operating systems;
- making acquisitions for similar or complementary products or services; or
- impeding Opera's accessibility and usability by modifying existing hardware and software on which the Opera application operates.

As a result, our competitors may acquire and engage users at the expense of our user growth or engagement, which may seriously harm our business.

We believe that our ability to compete effectively depends on many factors, many of which are beyond our control, including:

- the usefulness, novelty, performance and reliability of our products compared to our competitors;
- the size and demographics of our MAUs;
- the timing and market acceptance of our products, including developments and enhancements of our competitors' products;

- our ability to monetize our products;
- the effectiveness of our marketing and distribution teams;
- our ability to establish and maintain partners' interest in using Opera;
- the frequency, relative prominence and type of advertisements displayed on our application or by our competitors;
- the effectiveness of our customer service and support efforts;
- the effectiveness of our marketing activities;
- changes as a result of legislation, regulatory authorities or litigation, including settlements and consent decrees, some of which may have a disproportionate effect on us;
- acquisitions or consolidation within our industry;
- our ability to attract, retain and motivate talented employees, particularly engineers and sales personnel;
- our ability to cost-effectively manage and scale our rapidly growing operations; and
- our reputation and brand strength relative to our competitors.

If we cannot effectively compete, our user engagement may decrease, which could make us less attractive to users, advertisers and partners and seriously harm our business.

We may fail to keep up with rapid changes in technologies and mobile devices.

The PC and mobile internet industry is characterized by rapid technological changes. Our future success will depend on our ability to respond to rapidly changing technologies, adapt our services to evolving industry standards and improve the performance and reliability of our products and services. Our failure to adapt to such changes could harm our business. In addition, changes in mobile devices resulting from technological development may also adversely affect our business. In 2017, we began to provide AI-curated news in real-time to our users through our browsers and standalone news app as part of our push to provide more relevant content recommendations on our platform in response to this market trend. However, if we are slow to develop new products and services for the latest mobile devices, or if the products and services we develop are not widely accepted and used by mobile device users, we may not be able to capture a significant share of this increasingly important market. In addition, the widespread adoption of new internet, mobile, networking or telecommunications technologies or other technological changes could require substantial expenditures to modify or adapt our products, services or infrastructure. If we fail to keep up with rapid technological changes to remain competitive, our future success may be adversely affected.

We may not succeed in managing or expanding our business across the expansive and diverse markets that we operate in.

Our business has become increasingly complex as we have expanded the markets in which we operate, the variety of products and services we offer and the overall scale of our operations. We have expanded and expect to continue to expand our headcount, office facilities and infrastructure. As our operations continue to expand, our technology infrastructure systems and corporate functions will need to be scaled to support our operations, and if they fail to do so, it could negatively affect our business, financial condition and results of operations.

The markets where we operate are diverse and fragmented, with varying levels of economic and infrastructure development and distinct legal and regulatory systems, and do not operate seamlessly across borders as a single or common market. Managing our growing businesses across these emerging markets requires considerable management attention and resources. Should we choose to expand into additional markets, these complexities and challenges could further increase. Because each market presents its own unique challenges, the scalability of our business is dependent on our ability to tailor our content and services to this diversity.

Our growing multi-market operations also require certain additional costs, including costs relating to staffing, logistics, intellectual property protection, tariffs and other trade barriers. Moreover, we may become subject to risks associated with:

- recruiting and retaining talented and capable management and employees in various markets;
- challenges caused by distance, language and cultural differences;
- providing content and services that appeal to the tastes and preferences of users in multiple markets;
- implementing our businesses in a manner that complies with local laws and practices, which may differ significantly from market to market;
- maintaining adequate internal and accounting control across various markets, each with its own accounting principles that must be reconciled to IFRS upon consolidation;
- currency exchange rate fluctuations;
- protectionist laws and business practices;
- complex local tax regimes;
- potential political, economic and social instability;
- potential local government initiatives to restrict access to our products and services; and
- higher costs associated with doing business in multiple markets.

Any of the foregoing could negatively affect our business, financial condition and results of operations.

We had net losses in 2016 and we may not maintain profitability in the future.

We had net losses of US$7.7 million for the period from July 26, 2016 to December 31, 2016 or net losses of US$12.7 million on a pro forma consolidated basis, in 2016, primarily due to acquisitions and increases in expenses in developing new products and marketing efforts in certain markets. In 2017 and in the three months ended March 31, 2018, we had net income of US$6.1 million and US$6.6 million, respectively. Notwithstanding we expect our operating expenses to increase in the future as we expand our operations. Furthermore, as a public company, we will incur additional legal, accounting and other expenses that we did not incur as a private company. If our revenue does not grow at a greater rate than our expenses, we will not be able to maintain profitability. We may incur significant losses in the future for many reasons, including without limitation the other risks and uncertainties described in this prospectus. Additionally, we may encounter unforeseen expenses, operating delays, or other unknown factors that may result in losses in future periods. If our expenses exceed our revenue, we may not be able to maintain profitability.

A small number of business partners contribute a significant portion of our revenues.

A small number of business partners contribute a significant portion of our revenues. In 2017, our top two largest business partners in aggregate contributed approximately 56.1% of our operating revenue, with Google and Yandex accounting for 43.2% and 12.9% of our operating revenue, respectively. In the first quarter of 2018, Google and Yandex contributed 44.8% and 10.4% of our operating revenue, respectively. Although we continue to diversify our partner base, we anticipate that a limited number of partners will continue to contribute a significant portion of our revenues for the near future. Consequently, any of the following events may materially and adversely impact our business, results of operations and growth prospects:

- reduction, delay or cancellation of services by our large search partners;
- failure by one or more of our large search partners to pay for our services; or
- loss of one or more of our significant search customers and any failure to identify and acquire additional or replacement partners.

In addition, during 2017, 63.2% of our revenues were generated from monetization partners domiciled in two geographic markets, with 49.0% and 14.2% from Ireland and Russia, respectively. During the first quarter of 2018, our monetization partners domiciled in Ireland and Russia contributed 51.2% and 10.7% of our revenues, respectively. This geographic concentration is not an indication of where user activity occurs as our end users are located across the world, but the result of the geographic concentration of domicile among our primary monetization partners, we are especially exposed to risks related to the economic conditions, regional specific legislation and tax law of these two countries.

We rely on our users' searches on Opera browsers for the majority of our revenues.

We share in the revenue generated by the search partners when our users conduct searches initiated within the URL bar or search boxes embedded in our PC and mobile browsers. Revenue generated from search partners of US$10.2 million or $54.6 million on a pro forma consolidated basis amounted to 54.4% of our operating revenue (or 50.9% of our operating revenue of US$107.3 million on a pro forma consolidated basis) in 2016, 52.9% of our operating revenue in 2017 and 51.3% of our operating revenue for the three months ended March 31, 2018. The revenue sharing and fee arrangement with these search partners are subject to change. If our search partners reduce or discontinue their advertising spending with us, we fail to attract new search or advertising partners or the fees we receive for the traffic we refer to our search partners significantly decrease, our business, financial condition and results of operations could be materially and adversely affected.

Our existing business and our expansion strategy depend on certain key collaborative arrangements, and we may be unable to maintain or develop these relationships.

Our existing business, and our strategy for developing our business, involve maintaining and developing various types of collaborations with third parties, which provide us with access to additional user traffic, search services, products and technology. For example, our collaborations with Google and Yandex allow us to provide our users with best-in-class search services. We also work with leading device manufacturers and chipset vendors to ensure cost-efficient and reliable distribution of our products and services. Moreover, as part of our focus on expanding our AI capabilities, we formed strong relationships with high profile media and independent content providers to obtain comprehensive news and other content that we can make available to users on our platform. We consider these collaborations to be important to our ability to deliver attractive services, products and content offerings to our users, in order to maintain and expand our user and advertiser bases, and we believe that it will continue to be important for us to develop similar partnerships in the future. Our inability to maintain and grow such relationships could have an adverse impact on our existing business and our growth prospects.

We also have existing, and hope to develop additional, relationships with mobile device manufacturers for pre-installation of our browsers and standalone news app. If we are unable to maintain and expand such relationships, the quality and reach of delivery of our services will be adversely affected, and it may also be difficult for us to maintain and expand our user base and enhance awareness of our brand. In addition, our competitors may establish the same relationships that we have, which would tend to diminish any advantage we might otherwise gain from these relationships.

We may fail to maintain and expand our collaborations with third party operators of internet properties.

We place promotional links to some of our search engine providers on our browsers, thereby providing easy access to premier search services for our users and increasing our search revenues. Moreover, we rely on third party operators of internet properties for auxiliary services. For example, we use Google BigQuery to store and analyze most of our system data including number of active users, clicks-per-user, impressions, comments, likes, visits, etc. Google BigQuery allows us to affordably and seamlessly scale our data warehouse capacity, which is key as we derive insights from our massive user base to enhance our AI-powered content discovery platform. If these third parties decide to stop collaborating with us, our revenues and growth and operations may be adversely affected.

Privacy concerns relating to our services and the use of user information could negatively impact our user base or user engagement, or subject us to governmental regulation and other legal obligations.

We collect user profile, user location and other personal data from our users in order to better understand our users and their needs and to support our AI-powered content discovery and recommendation platform and big data analytical capabilities for more targeted services such as personalized news, videos and other online content recommendations. Concerns about the collection, use, disclosure or security of personal information and data or other privacy-related matters, even if unfounded, could damage our reputation, cause us to lose users and subject us to regulatory investigations, all of which may adversely affect our business. While we strive to comply with applicable data protection laws and regulations, as well as our privacy policies pursuant to our terms of use and other obligations we may have with respect to privacy and data protection, any failure or perceived failure to comply with these laws, regulations or policies may result, and in some cases have resulted, in inquiries and other proceedings or actions against us by government agencies or others, as well as negative publicity and damage to our reputation and brands, each of which could cause us to lose users and have an adverse effect on our business and operating results.

Any actual or perceived systems failure or compromise of our security that results in the unauthorized access to or release of the data or chat history of our users could significantly reduce our users' willingness to use our services, as well as harm our reputation and brands. We expect to continue expending significant resources to protect against security breaches. The risk that these types of events could seriously harm our business is likely to increase as we expand the number of services we offer and increase the size of our user base.

Because we store, process and use data, some of which contains personal information, we are subject to complex and evolving laws and regulations across multiple jurisdictions regarding privacy, data protection and other matters.

We are subject to a variety of laws and regulations in the European Union and other markets that involve matters central to our business, including user privacy, rights of publicity, data protection, content, intellectual property, distribution, electronic contracts and other communications, competition, protection of minors, consumer protection, taxation and online-payment services. These laws can be particularly restrictive in certain countries, and constantly evolve and remain subject to significant change. In addition, the application and interpretation of these laws and regulations are often uncertain, particularly in the new

and rapidly evolving industry in which we operate. Because we store, process and use data, some of which contains personal information, we are subject to complex and evolving laws and regulations regarding privacy, data protection and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in investigations, claims, changes to our business practices, increased cost of operations and declines in user growth, retention or engagement, any of which could seriously harm our business.

Several proposals are pending before legislative and regulatory bodies in some of our key markets such as the European Union, Russia and India that could significantly affect our business. In the European Union, the General Data Protection Regulation, or the GDPR (replacing the 1995 Data Protection Directive), will go into effect on May 25, 2018. The GDPR applies to processing of personal data by businesses established in the European Union/EEA, regardless of whether the processing of personal data takes place in the European Union or not. With main establishment in Norway, all our processing of personal data is subject to the GDPR. The GDPR may require us to change our policies and procedures. Non-compliance may seriously harm our business and may result in significant penalties. Also the E-Privacy Regulation (replacing the 2002 E-Privacy Directive) which is currently being processed by the legislative bodies of the European Union, is likely to affect our business. There is uncertainty relating to the potential impact of the E-Privacy Regulation and how its requirements will relate to the requirements of the GDPR.

Furthermore, in July 2014, notable amendments to the Russia Data Protection Act No. 152 FZ dated July 27, 2006, or the DPA, were adopted and came into force on September 1, 2015. The amendments require all personal data operators to store and process any personal data of Russian individuals within databases located in Russia, subject to few exceptions. The penalty for violation of this requirement is ultimately the blocking of websites involving unlawful handling of Russian personal data. A Register of Infringers of the Rights of Personal Data Subjects has been established by the *Roskomnadzor*, the federal governmental agency responsible for media and telecommunications, and the *Roskomnadzor* may move to block websites. A track record of enforcement and legal interpretation has not been established, so it is still unclear as to how this register and the website blocking would work in practice. According to statements by Russian regulators, the storing and processing of personal data of Russian individuals outside of Russia can still be compliant with the law as long as primary storage and processing of such data is done in Russia. Since 2015, we have contracted with a third party data center provider to store data that is subject to the DPA in servers located in St. Petersburg, Russia. Although we believe we are in compliance with the DPA, the implementation and enforcement of the DPA by Russian regulators is uncertain. If we are found to be in non-compliance by the Russian regulatory authorities, our websites, products and services may be blocked in Russia, which may adversely affect our business, financial condition and results of operations.

Our business depends on a strong brand and reputation, and we may not be able to maintain and enhance our brand or reputation or there may be negative publicity against us.

We believe that our “Opera” brand and our reputation have contributed significantly to the success of our business. We also believe that maintaining and enhancing the “Opera” brand and our reputation are critical to increasing the number of our users and customers. As our market becomes increasingly competitive, our success in maintaining and enhancing our brand and reputation will depend largely on our ability to remain as a leading provider of AI-powered news feed, browser and other products and services, which may become more expensive and challenging.

We consistently conduct marketing and brand promotion efforts and over the years have increased related spending. In addition, we work closely with key mobile device manufacturer partners to pre-install Opera products and co-market our products and services. However, we cannot assure you that our marketing and brand promotion activities in the future will achieve the expected brand promotion effect to acquire users in a cost-effective way. If we fail to maintain and further promote the “Opera” brand or our reputation, or if we incur excessive expenses in this effort, our business and results of operations may be materially and adversely affected.

Our ongoing investment in new businesses and new products, services and technologies is inherently risky and could disrupt our ongoing businesses.

We have invested and expect to continue to invest in new businesses, products, services and technologies. Such endeavors may involve significant risks and uncertainties, including insufficient revenues from such investments to offset any new liabilities assumed and expenses associated with these new investments, inadequate return of capital on our investments, distraction of management from current operations and unidentified issues not discovered in our due diligence of such strategies and offerings that could cause us to fail to realize the anticipated benefits of such investments and incur unanticipated liabilities. Because these new ventures are inherently risky, no assurance can be given that such strategies and offerings will be successful and will not adversely affect our reputation, financial condition and operating results.

We operate a platform that includes third parties over whose actions we have no control.

Our AI-powered content discovery platform integrates the services of third party search engines and content providers. We cannot control the actions of these third parties and if they do not perform their functions to our satisfaction or the satisfaction of our users, it may damage the reputation of our platform. Our browsers integrate online search capabilities from leading international and regional search companies. We cannot be certain that our search partners will provide our users with the search results that they are looking for. Our browsers also contain short-cuts to third party e-commerce, travel and other businesses and we cannot be certain that the products and services that these third-parties provide will all be legitimate, of a sufficiently high quality or that they will accurately represent the products and services in their postings. Further, while we have agreements with each of these parties, any legal protections we might have in our agreements could be insufficient to compensate us for our losses and may not be able to repair the damage to our reputation.

We rely upon third party channels and partners in distributing products and services.

We rely upon a number of third party channels to provide products and services to our users. For example, we primarily rely on third party application distribution channels, such as the Apple App Store and the Google Play Store, to allow users to download our applications and games. In addition, we work closely with key mobile manufacturers to pre-install Opera products on their mobile phones. We also rely upon data center providers to store important and valuable data. If any of these third party channel providers delivers unsatisfactory services, engages in fraudulent action, or is unable or refuses to continue to provide its services to us and our users for any reason, it may materially and adversely affect our business, financial condition and results of operations.

We may fail to attract, motivate and retain the key members of our management team or other experienced and capable employees.

Our future success is significantly dependent upon the continued service of our executives and other key employees. If we lose the services of any member of management or any key personnel, we may not be able to locate a suitable or qualified replacement and we may incur additional expenses to recruit and train a replacement, which could severely disrupt our business and growth.

To maintain and grow our business, we will need to identify, hire, develop, motivate and retain highly skilled employees. Identifying, recruiting, training, integrating and retaining qualified individuals requires significant time, expense and attention. In addition, from time to time, there may be changes in our management team that may be disruptive to our business. We may also be subject to local hiring restrictions in certain markets, particularly in connection with the hiring of foreign employees, which may affect the flexibility of our management team. If our management team, including any new hires that we make, fail to work together effectively and execute our plans and strategies, or if we are not able to recruit and retain

employees effectively, our ability to achieve our strategic objectives will be adversely affected and our business and growth prospects will be harmed.

Competition for highly skilled personnel is intense, particularly in the markets where our business operations are located. We may need to invest significant amounts of cash and equity to attract and retain new employees and we may not be able to realize returns on these investments.

We may fail to maintain or improve our technology infrastructure.

We are constantly upgrading our technology to provide improved performance, increased scale and better integration among our platforms. Adopting new technologies, upgrading our internet ecosystem infrastructure, maintaining and improving our technology infrastructure require significant investments of time and resources, including adding new hardware, updating software and recruiting and training new engineering personnel. Adverse consequences for the failure to do so may include unanticipated system disruptions, security breaches, computer virus attacks, slower response times, decreased user satisfaction and delays in reporting accurate operating and financial information. In addition, many of the software and interfaces we use are internally developed and proprietary technology. If we experience problems with the functionality and effectiveness of our software or platforms, or are unable to maintain and constantly improve our technology infrastructure to handle our business needs and ensure a consistent and acceptable level of service for our users, our business, financial condition, results of operation and prospects, as well as our reputation, could be materially and adversely affected.

Mobile malware, viruses, hacking and phishing attacks, spamming and improper or illegal use of Opera could seriously harm our business and reputation.

Mobile malware, viruses, hacking and phishing attacks have become more prevalent in our industry, have occurred on our systems in the past and may occur on our systems in the future. Because of our prominence, we believe that we are an attractive target for these sorts of attacks. Although it is difficult to determine what, if any, harm may directly result from an interruption or attack, any failure to maintain performance, reliability, security and availability of our products and technical infrastructure to the satisfaction of our users may seriously harm our reputation and our ability to retain existing users and attract new users. If these activities increase on our platform, our reputation, user growth and engagement, and operational cost structure could be seriously harmed.

We may not be able to prevent others from unauthorized use of our intellectual property or brands.

We regard our patents, copyrights, trademarks, trade secrets, and other intellectual property as critical to our business. Unauthorized use of our intellectual property by third parties may adversely affect our business and reputation. We rely on a combination of intellectual property laws and contractual arrangements to protect our proprietary rights. It is often difficult to register, maintain and enforce intellectual property rights in the markets where we operate. For example, statutory laws and regulations are subject to judicial interpretation and enforcement and may not be applied consistently due to the lack of clear guidance on statutory interpretation in Africa, Southeast Asia, China, Russia and India. In addition, contractual agreements may be breached by counterparties and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights. Policing any unauthorized use of our intellectual property is difficult and costly and the steps we have taken may be inadequate to prevent the misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources. We can provide no assurance that we will prevail in such litigation. In addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors.

Some of our applications contain open source software, which may pose increased risk to our proprietary software.

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

We rely upon the internet infrastructure, data center providers and telecommunications networks in the markets where we operate.

Our business depends on the performance and reliability of the internet infrastructure and contracted data center providers in the markets where we operate. We may not have access to alternative networks or data servers in the event of disruptions or failures of, or other problems with, the relevant internet infrastructure. In addition, the internet infrastructure, especially in the emerging markets where we operate, may not support the demands associated with continued growth in internet usage.

We use third party data center providers for the storing of data related to our business. We do not control the operation of these facilities and rely on contracted agreements to employ their use. The owners of the data center facilities have no obligation to renew their agreements with us on commercially reasonable terms, or at all. If we are unable to renew these agreements on commercially reasonable terms, or if one of our data center providers is acquired by another party, we may be required to transfer our servers and other infrastructure to new data center facilities, and we may incur significant costs and possible lengthy service interruptions in connection with doing so. Any changes in third party service levels at our data centers or any errors, defects, disruptions or other performance problems with our browsers or other services could adversely affect our reputation and adversely affect the online browsing experience. If navigation through our browsers is slower than our users expect, users may use our services less, if at all. Interruptions in our services might reduce our revenue, subject us to potential liability or adversely affect our ability to attract advertisers.

We also rely on major telecommunications operators in the markets where we operate to provide us with data communications capacity primarily through local telecommunications lines and data centers to host our servers. We and our users may not have access to alternative services in the event of disruptions or failures of, or other problems with, the fixed telecommunications networks of these telecommunications operators, or if such operators otherwise fail to provide such services. Any unscheduled service interruption

could disrupt our operations, damage our reputation and result in a decrease in our revenue. Furthermore, we have no control over the costs of the services provided by the telecommunications operators to us and our users. If the prices that we pay for telecommunications and internet services rise significantly, our gross margins could be significantly reduced. In addition, if internet access fees or other charges to internet users increase, our user traffic may decrease, which in turn may cause our revenue to decline.

Our business depends on continued and unimpeded access to the internet by us and our users. Internet access providers may be able to restrict, block, degrade or charge for access to certain of our products and services, which could lead to additional expenses and the loss of users and advertisers.

Our products and services depend on the ability of our users to access the internet. Currently, this access is provided by companies that have significant market power in the broadband and internet access marketplace, including incumbent telephone companies, cable companies, mobile communications companies and government-owned service providers. Some of these providers have taken, or have stated that they may take measures, including legal actions, that could degrade, disrupt or increase the cost of user access to certain of our products by restricting or prohibiting the use of their infrastructure to support or facilitate our offerings, or by charging increased fees to us or our users to provide our offerings.

In addition, in some markets, our products and services may be subject to government-initiated restrictions or blockages. Such interference could result in a loss of existing users and advertisers, and increased costs, and could impair our ability to attract new users and advertisers, thereby harming our revenues and growth.

We plan to continue expanding our operations globally to markets where we have limited operating experience, which may subject us to increased business, economic and regulatory risks.

We plan to continue expanding our business operations globally and translating our products into other languages. Opera is currently available in more than 40 languages, and we have offices in six countries. We plan to enter new markets where we have limited or no experience in marketing, selling and deploying our products and services. If we fail to deploy or manage our operations in international markets successfully, our business may suffer. In the future, as our international operations increase, or more of our expenses are denominated in currencies other than the U.S. dollar or Euros, our operating results may become more sensitive to fluctuations in the exchange rates of the currencies in which we do business. In addition, we are subject to a variety of risks inherent in doing business internationally, including:

- political, social and economic instability;
- risks related to the legal and regulatory environment in foreign jurisdictions, including with respect to privacy, localization and content laws as well as unexpected changes in laws, regulatory requirements and enforcement due to the wide discretion given local lawmakers and regulators regarding the enactment, interpretation and implementation of local regulations;
- potential damage to our brand and reputation due to compliance with local laws, including potential censorship and requirements to provide user information to local authorities;
- fluctuations in currency exchange rates;
- higher levels of credit risk and payment fraud;
- complying with multiple tax jurisdictions;
- enhanced difficulties of integrating any foreign acquisitions;

- complying with a variety of foreign laws, including certain employment laws requiring national collective bargaining agreements that set minimum salaries, benefits, working conditions and termination requirements;
- reduced protection for intellectual property rights in some countries;
- difficulties in staffing and managing global operations and the increased travel, infrastructure and compliance costs associated with multiple international locations;
- regulations that might add difficulties in repatriating cash earned outside our core markets and otherwise preventing us from freely moving cash;
- import and export restrictions and changes in trade regulation;
- complying with statutory equity requirements;
- complying with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar laws in other jurisdictions; and
- complying with export controls and economic sanctions administered by the relevant local authorities, including in the United States and European Union, in our international business.

If we are unable to expand internationally and manage the complexity of our global operations successfully, our business could be seriously harmed.

We may not achieve the intended tax efficiencies of our corporate structure and intercompany arrangements, which could increase our worldwide effective tax rate.

Our corporate structure and intercompany arrangements, including the manner in which we conduct our intercompany and related party transactions, are intended to provide us with worldwide tax efficiencies. The application of tax laws of various jurisdictions to our business activities is subject to interpretation and also depends on our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements. The tax authorities of jurisdictions where we operate may challenge our methodologies for intercompany and related party arrangements, including transfer pricing, or determine that the manner in which we operate does not achieve the intended tax consequences, which could increase our worldwide effective tax rate and adversely affect our financial position and results of operations.

A certain degree of judgment is required in evaluating our tax positions and determining our provision for income taxes. In the ordinary course of business, there are many transactions and calculations for which the ultimate tax determination is uncertain. For example, our effective tax rate could be adversely affected by lower than anticipated earnings in markets where we have lower statutory rates and higher than anticipated earnings in markets where we have higher statutory rates, by changes in foreign currency exchange rates or by changes in the relevant tax, accounting and other laws, regulations, principles and interpretations. Any of these factors could materially and adversely affect our financial position and results of operations.

Industry data, projections and estimates contained in this prospectus are inherently uncertain and subject to interpretation. Accordingly, you should not place undue reliance on such information.

Certain facts, forecasts and other statistics relating to the industries in which we compete contained in this prospectus have been derived from various public data sources and third party industry reports. In deriving the market size of the aforementioned industries and regions, these industry consultants may have

adopted different assumptions and estimates, such as the number of internet users. While we generally believe such reports are reliable, we have not independently verified the accuracy or completeness of such information. Such reports may not be prepared on a comparable basis or may not be consistent with other sources.

Industry data, projections and estimates are subject to inherent uncertainty as they necessarily require certain assumptions and judgments. Our industry data and market share data should be interpreted in light of the defined geographic markets and defined industries we operate in. Any discrepancy in the interpretation thereof could lead to different industry data, measurements, projections and estimates and result in errors and inaccuracies.

Our user metrics and other estimates are subject to inherent challenges in measuring our operations.

We regularly review metrics, including our MAUs, to evaluate growth trends, measure our performance and make strategic decisions. These metrics are calculated using internal company data and have not been validated by an independent third party. While these numbers are based on what we believe to be reasonable estimates for the applicable period of measurement, there are inherent challenges in measuring how our platforms are used across large populations throughout the regions that we operate in. For example, we believe that we cannot distinguish individual users who use multiple applications. Our user metrics are also affected by technology on certain mobile devices that automatically runs in the background of our applications when another phone function is used, and this activity can cause our system to miscount the user metrics associated with such applications.

Errors or inaccuracies in our metrics or data could result in incorrect business decisions and inefficiencies. For instance, if a significant understatement or overstatement of active users were to occur, we may expend resources to implement unnecessary business measures or fail to take required actions to remedy an unfavorable trend. Moreover, during the process of upgrading our platform in the past, we have lost certain historical metrics, such as the number of search inquiries, that we rely on to manage our operations. If partners or investors do not perceive our user, geographic or other operating metrics as accurately representing our user base, or if we discover material inaccuracies in our user, geographic or other operating metrics, our reputation may be seriously harmed.

Material weaknesses in our internal control over financial reporting have been identified, and if we fail to implement and maintain effective internal control over financial reporting, we may be unable to accurately report our results of operations, meet our reporting obligations or prevent fraud.

Prior to this offering, we were a private company with limited accounting personnel and other resources with which to address our internal controls and procedures. Our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting. However, in connection with the audit of the consolidated statements of financial position of Kunhoo Software LLC and its subsidiaries as of December 31, 2017 and 2016 (Successor), and the related consolidated statements of operations, total comprehensive income (loss), changes in equity, and cash flows for the year ended 31 December 2017 (Successor) and for the period from July 26, 2016 to December 31, 2016 (Successor), and for the period from January 1, 2016 to November 3, 2016 (Predecessor), and the related notes (collectively, the “consolidated financial statements”), we and our independent registered public accounting firm identified two material weaknesses in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board of the United States, or PCAOB, and other control deficiencies. The two identified material weaknesses arose from our (a) lack of a sufficient number of qualified resources with IFRS, external financial reporting and internal controls expertise and (b) lack of formalized policies and procedures to ensure that significant and unusual transactions and other transactions are sufficiently analyzed and assessed against the requirements of IFRS, including the preparation and review of contemporaneous documentation. Following the

identification of the material weaknesses and control deficiencies, we have taken and plan to continue to take remedial measures to remedy these weaknesses. For details of these remedies, see ‘‘Management’s Discussion and Analysis of Financial Condition and Results of Operations—Internal Control over Financial Reporting.’’ However, the implementation of these measures may not fully address the material weaknesses in our internal control over financial reporting, and we cannot conclude that they have been fully remedied. Our failure to correct the material weaknesses or our failure to discover and address any other material weakness or control deficiencies could result in inaccuracies in our financial statements and could also impair our ability to comply with applicable financial reporting requirements and related regulatory filings on a timely basis. As a result, our business, financial condition, results of operations and prospects, as well as the trading price of our ADSs, may be materially and adversely affected. Moreover, ineffective internal control over financial reporting significantly hinders our ability to prevent fraud.

Furthermore, it is possible that, had our independent registered public accounting firm conducted an audit of our internal control over financial reporting, it might have identified additional material weaknesses and deficiencies. Upon completion of this offering, we will become a public company in the United States subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, will require that we include a report of management on our internal control over financial reporting in our annual report on Form 20-F beginning with our second annual report. 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. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is adverse 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, after we become a public company, 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.

During the course of documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404, we may identify other 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.

We may be required to recognize impairment charges.

Our goodwill and intangible assets totaled US$421.6 million and US$118.0 million, respectively, as of March 31, 2018. Our impairment charges with respect to these long-lived assets were nil (US$0) in 2017 and nil (US$0) in the three months ended March 31, 2018. We also had US$12.9 million of furniture, fixtures and equipment as of March 31, 2018. In accordance with applicable accounting standards, goodwill and intangible assets that are not amortized are subject to assessment for impairment by applying a fair-value or value in use based test annually, and when certain circumstances warrant. Goodwill, intangible assets and furniture, fixtures and equipment are subject to assessment for impairment if there are indicators of impairment, including:

- losses of key customers;
- unfavorable changes in technology or competition;
- unfavorable changes in user base or user tastes

Based upon future economic and financial market conditions, the operating performance of our reporting units and other factors, including those listed above, future impairment charges could be incurred. It is possible that such impairment, if required, could be material. Any future impairment charges that we are required to record could have a material adverse impact on our results of operations.

We may need additional capital but may not be able to obtain it on favorable terms or at all.

We may require additional capital in order to fund future growth and the development of our businesses and any investments or acquisitions we may decide to pursue. If our cash resources are insufficient to satisfy our cash requirements, we may seek to issue additional equity or debt securities or obtain new or expanded credit facilities. Our ability to obtain external financing in the future is subject to a variety of uncertainties, including our future financial condition, results of operations, cash flows, share price performance, liquidity of international capital and lending markets and governmental regulations in the markets that we operate in. In addition, incurring indebtedness would subject us to increased debt service obligations and could result in operating and financing covenants that would restrict our operations. There can be no assurance that financing will be available in a timely manner or in amounts or on terms acceptable to us, or at all. Any failure to raise needed funds on terms favorable to us, or at all, could severely restrict our liquidity as well as have a material adverse effect on our business, financial condition and results of operations. Moreover, any issuance of equity or equity-linked securities could result in significant dilution to our existing shareholders.

We have limited business insurance coverage.

Consistent with customary industry practice in the markets that we operate in, our business insurance is limited. Any uninsured damage to our platforms, technology infrastructures or disruption of our business operations could require us to incur substantial costs and divert our resources, which could have an adverse effect on our business, financial condition and results of operations.

We are subject to risks related to litigation, including intellectual property claims and regulatory disputes.

We may be, and in some instances have been, subject to claims, lawsuits (including class actions and individual lawsuits), government investigations and other proceedings relating to intellectual property, consumer protection, privacy, labor and employment, import and export practices, competition, securities, tax, marketing and communications practices, commercial disputes and other matters. The number and significance of our legal disputes and inquiries have increased as we have grown larger, as our business has expanded in scope and geographic reach and as our services have increased in complexity.

As a consequence of a demerger in 2015, one of our subsidiaries, Opera Software AS, may have joint and several obligations towards any liabilities arising from the demerger. See “Corporate History and Structure—Corporate History.” Under Norwegian law, our liability is capped to the real value of the assets transferred to Opera Software AS as part of the demerger. We do not believe that we are subject to any liabilities or obligations resulting from the demerger, however, to the extent that such demerger liabilities or obligations exist, creditors may seek to recover from us, claiming that we are liable to satisfy such obligations. While we believe the outcome of such proceedings will depend on the claim brought forth, litigation is inherently costly and uncertain and could have an adverse effect on our operations.

Moreover, becoming a public company will raise our public profile, which may result in increased litigation and public awareness of such litigation. There is substantial uncertainty regarding the scope and application of many of the laws and regulations to which we are subject, which increases the risk that we will be subject to claims alleging violations of those laws and regulations. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in investigations, claims, changes to our business practices, increased cost of operations and declines in user growth, retention or engagement, any of which could seriously harm our business. In the future, we may also be accused of having, or be found to have, infringed or violated third party intellectual property rights.

Regardless of the outcome, legal proceedings can have a material and adverse impact on us due to their costs, diversion of our resources and other factors. We may decide to settle legal disputes on terms that are unfavorable to us. Furthermore, if any litigation to which we are a party is resolved adversely, we may be subject to an unfavorable judgment that we may not choose to appeal or that may not be reversed upon appeal. We may have to seek a license to continue practices found to be in violation of a third party’s rights. If we are required, or choose to enter into, royalty or licensing arrangements, such arrangements may not be available on reasonable terms, or at all, and may significantly increase our operating costs and expenses. As a result, we may also be required to develop or procure alternative non-infringing technology or discontinue the use of technology, and doing so could require significant effort and expense, or may not be feasible. In addition, the terms of any settlement or judgment in connection with any legal claims, lawsuits or proceedings may require us to cease some or all of our operations, or pay substantial amounts to the other party and could materially and adversely affect our business, financial condition and results of operations.

We are currently subject to, and in the future may from time to time face, intellectual property infringement claims, which could be time consuming and costly to defend, and may require us to pay significant damages or cease offering any of our products or key features of our products.

We cannot be certain that the products, services and intellectual property used in the ordinary course of our business do not or will not infringe valid patents, copyrights or other intellectual property rights held by third parties. We currently are, and may in the future be, subject to claims and legal proceedings relating to the intellectual property of others in the ordinary course of our business, and may in the future be required to pay damages or to agree to restrict our activities. In particular, if we are found to have violated the intellectual property rights of others, we may be enjoined from using such intellectual property, may be ordered to pay damages and may incur licensing fees or be forced to develop alternatives. We may incur substantial expense in defending against third party infringement claims, regardless of their merit. Successful infringement claims against us may result in substantial monetary liability or may materially disrupt the conduct of our business by restricting or prohibiting our use of the intellectual property in question.

We do not have exclusive rights to certain technology, trademarks and designs that are crucial to our business.

We have applied for various patents relating to our business. While we have succeeded in obtaining some patents, some of our patent applications are still under examination by the various regulatory authorities in the markets that we operate in. Approvals of our patent applications are subject to determinations by the relevant local authorities that there are no prior rights in the applicable territory. In addition, we have also applied for initial registrations and/or changes in registrations relating to transfers of our Opera logos and other of our key trademarks to establish and protect our exclusive rights to these trademarks. While we have succeeded in registering the trademarks for most of these marks in our major markets under certain classes, the applications for initial registration, and/or changes in registrations relating to transfers, of some marks and/or of some of trademarks under other classes are still under examination by the relevant local authorities. Approvals of our initial trademark registration applications, and/or of changes in registrations relating to such transfers, are subject to determinations by the relevant local authorities that there are no prior rights in the applicable territories. We cannot assure you that these patent and trademark applications will be approved. Any rejection of these applications could adversely affect our rights to the affected technology, marks and designs. In addition, even if these applications are approved, we cannot assure you that any issued patents or registered trademarks will be sufficient in scope to provide adequate protection of our rights.

Our business may be adversely affected by third party software applications or practices that interfere with our receipt of information from, or provision of information to, our users, which may impair the user experience on our platform.

Our business may be adversely affected by third party software applications, which may be unintentional or malicious, that make changes to our users' PCs or mobile devices and interfere with our products and services. These software applications may change the user experience on our platform by hijacking queries, altering or replacing the search results provided by our search engine partners to our users or otherwise interfering with our ability to connect with our users. Such interference can occur without disclosure to or consent from users, and users may associate any resulting negative experience with our products and services. Such software applications are often designed to be difficult to remove, block or disable. Further, software loaded on or added to mobile devices on which our search or other applications, such as Opera News, are pre-installed may be incompatible with or interfere with or prevent the operation of such applications, which might deter the owners of such devices from using our services. If we are unable to successfully prevent or limit any such applications or systems that interfere with our products and services, our ability to deliver a high-quality browsing experience and recommend relevant content to our users may be adversely affected.

Interruption or failure of our information technology and communications systems may result in reduced user traffic and harm to our reputation and business.

Interruption or failure of any of our information technology and communications systems or those of the operators of third party internet properties that we collaborate with could impede or prevent our ability to provide our services. In addition, our operations are vulnerable to natural disasters and other events. Our disaster recovery plan for our servers cannot fully ensure safety in the event of damage from fire, floods, typhoons, earthquakes, power loss, telecommunications failures, hacking and similar events. If any of the foregoing occurs, we may experience a partial or complete system shutdown. Furthermore, our servers, which are hosted at third party internet data centers, are also vulnerable to break-ins, sabotage and vandalism. Some of our systems are not fully redundant, and our disaster recovery planning does not account for all possible scenarios. The occurrence of a natural disaster or a closure of an internet data center by a third party provider without adequate notice could result in lengthy service interruptions.

Any system failure or inadequacy that causes interruptions in the availability of our services, or increases the response time of our services, could have an adverse impact on our user experience and satisfaction, our attractiveness to users and advertisers and future user traffic and advertising on our platform.

To improve performance and to prevent disruption of our services, we may have to make substantial investments to deploy additional servers or one or more copies of our internet platforms to mirror our online resources.

Our results of operations are subject to seasonal fluctuations due to a number of factors.

We are subject to seasonality and other fluctuations in our business. Revenues from our e-commerce and travel partners are typically affected by seasonality due to various holidays that may result in higher than usual e-commerce transactions and travel-related activities. Thus, our operating results in one or more future quarters or years may fluctuate substantially or fall below the expectations of securities analysts and investors. In such event, the trading price of our ADSs may fluctuate significantly.

Our corporate actions will be substantially controlled by our chairman and chief executive officer, Mr. Yahui Zhou, who will have the ability to control or exert significant influence over important corporate matters that require approval of shareholders, which may deprive you of an opportunity to receive a premium for your ADSs and materially reduce the value of your investment.

Upon the completion of this offering, Mr. Yahui Zhou, our chairman of the board and chief executive officer, will beneficially own 61.3% of the ordinary shares issued and outstanding and voting power. As a result, Mr. Yahui Zhou will have the ability to control or exert significant influence over important corporate matters and investors may be prevented from affecting important corporate matters involving our company that require approval of shareholders, including:

- the composition of our board of directors and, through it, any determinations with respect to our operations, business direction and policies, including the appointment and removal of officers;
- any determinations with respect to mergers or other business combinations;
- our disposition of substantially all of our assets; and
- any change in control.

These actions may be taken even if they are opposed by our other shareholders, including the holders of the ADSs. Furthermore, 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 the ADSs. As a result of the foregoing, the value of your investment could be materially reduced.

We may be the subject of anti-competitive, harassing or other detrimental conduct that could harm our reputation and cause us to lose users and customers.

In the future, we may be the target of anti-competitive, harassing, or other detrimental conduct by third parties. Allegations, directly or indirectly against us or any of our executive officers, may be posted in internet chatrooms or on blogs or websites by anyone, whether or not related to us, on an anonymous basis. The availability of information on social media platforms and devices is virtually immediate, as is its impact. Social media platforms and devices immediately publish the content their subscribers and participants post, often without filters or checks on the accuracy of the content posted. Information posted may be inaccurate and adverse to us, and it may harm our business, prospects or financial performance. The harm may be immediate without affording us an opportunity for redress or correction. In addition, such conduct may

include complaints, anonymous or otherwise, to regulatory agencies. We may be subject to regulatory or internal investigations as a result of such third party conduct and may be required to expend significant time and incur substantial costs to address such third party conduct, and there is no assurance that we will be able to conclusively refute each of the allegations within a reasonable period of time, or at all. Additionally, our reputation could be harmed as a result of the public dissemination of anonymous allegations or malicious statements about our business, which in turn may cause us to lose users and customers and adversely affect the price of our ADSs.

If we fail to detect click-through fraud, we could lose the confidence of our advertisers and our revenues could decline.

Our business is exposed to the risk of click-through fraud on our partners' advertisements. Click-through fraud occurs when a person clicks advertisements for a reason other than to view the underlying content of advertisements. If our advertising partners fail to detect significant fraudulent clicks or otherwise are unable to prevent significant fraudulent activity, the affected search advertisers may experience a reduced return on their investment in advertising on our platform and lose confidence in the integrity of our search partners' pay-for-click service systems. If this happens, our revenues from our monetization partners may decline.

We currently report our financial results under IFRS, which differs in certain significant respects from U.S. GAAP.

We report our financial statements under IFRS. There have been and there may in the future certain significant differences between IFRS and U.S. generally accepted accounting principles, or U.S. GAAP, including but not limited to differences related to revenue recognition, share-based compensation expense, income tax, impairment of long-lived assets and earnings per share. As a result, our financial information and reported earnings for historical or future periods could be significantly different if they were prepared in accordance with U.S. GAAP. As a result, you may not be able to meaningfully compare our financial statements under IFRS with those companies that prepare financial statements under U.S. GAAP.

We face risks related to natural disasters, health epidemics or terrorist attacks.

Our business could be adversely affected by natural disasters, such as earthquakes, floods, landslides, tsunamis, outbreaks of health epidemics such as an outbreak of avian influenza, severe acute respiratory syndrome, Zika virus or Ebola virus, as well as terrorist attacks, other acts of violence or war or social instability. If any of these occurs, we may be required to temporarily or permanently close and our business operations may be suspended or terminated.

Fluctuations in foreign currency exchange rates will affect our financial results, which we report in U.S. Dollars.

We operate in multiple jurisdictions, which exposes us to the effects of fluctuations in currency exchange rates. We earn revenue denominated in U.S. Dollars, Euros, Russian Rubles, Norwegian Krone, Indonesian Rupiah, Japanese Yen, Singapore Dollars and Nigerian Naira, among other currencies. We generally incur expenses for employee compensation and other operating expenses in the local currencies in the jurisdictions in which we operate. Fluctuations in the exchange rates between the various currencies that we use could result in expenses being higher and revenue being lower than would be the case if exchange rates were stable. We cannot assure you that movements in foreign currency exchange rates will not have a material adverse effect on our results of operations in future periods. We do not generally enter into hedging contracts to limit our exposure to fluctuations in the value of the currencies that our businesses use. Furthermore, the substantial majority of our revenue is denominated in emerging markets currencies. Because fluctuations in the value of emerging markets currencies are not necessarily correlated, there can be no assurance that our results of operations will not be adversely affected by such volatility.

Risks Related to Our ADSs and This Offering

An active trading market for the ADSs may not develop and the trading price for the ADSs may fluctuate significantly.

We intend to apply to list the ADSs on the NASDAQ. Prior to the completion of this offering, there has been no public market for the ADSs or our ordinary shares, and we cannot assure you that a liquid public market for the ADSs will develop. If an active public market for the ADSs does not develop following the completion of this offering, the market price and liquidity of our ADSs may be materially and adversely affected. The initial public offering price for the ADSs was determined by negotiation between us and the underwriters based upon several factors, and we can provide no assurance that the trading price of the ADSs after this offering will not decline below the initial public offering price. As a result, investors in these securities may experience a significant decrease in the value of their ADSs.

The trading price of the ADSs is likely to be volatile, which could result in substantial losses to investors.

The trading price of the ADSs is 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 of the market prices of other technology companies that have listed their securities in the United States. A number of technology companies have listed or may be in the process of listing their securities on U.S. stock markets. The securities of some of these companies have experienced significant volatility, including price declines in connection with their initial public offerings. The trading performances of those companies' securities after their offerings may affect the attitudes of investors toward technology companies listed in the United States in general and consequently may impact the trading performance of our ADSs, regardless of our actual operating performance.

In addition to market and industry factors, the price and trading volume for the ADSs may be highly volatile for factors specific to our own operations, including the following:

- variations in our quarterly or annual revenue, earnings and cash flow;
- announcements of new investments, acquisitions, strategic partnerships or joint ventures by us or our competitors;
- announcements of new products, services and expansions by us or our competitors;
- changes in financial estimates by securities analysts;
- detrimental adverse publicity about us, our platforms or our industries;
- additions or departures of key personnel;
- release of lock-up or other transfer restrictions on our outstanding equity securities or sales of additional equity securities; and
- potential litigation or regulatory investigations.

Any of these factors may result in large and sudden changes in the volume and price at which the ADSs will trade.

In the past, shareholders of public companies have often brought securities class action suits against those companies following periods of instability in the market price of their securities. If we were involved in a class action suit, it could divert a significant amount of our management's attention and other resources from our business and operations and require us to incur significant expenses to defend the suit, which could harm our results of operations. 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.

If securities or industry analysts do not publish research or reports about our business, or if they adversely change their recommendations regarding the ADSs, the market price for the ADSs and trading volume could decline.

The trading market for the 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 the ADSs, the market price for the 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 the ADSs to decline.

We currently do not expect to pay dividends in the foreseeable future and you must rely on price appreciation of the 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. As a result, we do not expect to pay any cash dividends in the foreseeable future. Therefore, you should not rely on an investment in the ADSs as a source for any future dividend income.

Our board of directors has complete discretion as to whether to distribute dividends subject to our memorandum and articles of association and certain restrictions under Cayman Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Even if our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on, among other things, our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiary, our financial condition, contractual restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in the ADSs will likely depend entirely upon any future price appreciation of the ADSs. There is no guarantee that the 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 the ADSs and you may even lose your entire investment in the ADSs.

Substantial future sales or the expectation of substantial sales of ADSs in the public market could cause the price of the ADSs to decline.

Sales of ADSs in the public market after this offering, or the perception that these sales could occur, could cause the market price of the ADSs to decline. Upon completion of this offering, we will have 220,359,090 ordinary shares outstanding represented by ADSs. All ADSs sold in this offering will be freely transferable without restriction or additional registration under the U.S. Securities Act of 1933, as amended, or the Securities Act. The ordinary shares outstanding after this offering will be available for sale in the form of ADSs upon the expiration of the 180-day lock-up period beginning from the date of this prospectus, subject to volume and other restrictions as applicable under Rule 144 and Rule 701 under the Securities Act. Any or all of these shares may be released prior to expiration of the lock-up period at the discretion of the underwriters. To the extent shares are released before the expiration of the lock-up period and these shares are sold into the market, the market price of the ADSs could decline.

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

If you purchase ADSs in this offering, you will pay more for each ADS than the corresponding amount paid by existing shareholders for their ordinary shares. As a result, you will experience immediate and substantial dilution of approximately US$9.14 per ADS (assuming that no outstanding options to acquire ordinary shares are exercised). See "Dilution" for a more complete description of how the value of your investment in the ADSs will be diluted upon the completion of this offering.

Mr. Yahui Zhou, our chairman of the board and chief executive officer, has substantial influence over our company and his interests may not be aligned with the interests of our other shareholders.

Upon the completion of this offering, Mr. Zhou will own 61.3% of the total voting power of our total issued and outstanding ordinary shares, assuming the underwriters do not exercise their option to purchase additional ADSs. As a result, Mr. Zhou will have substantial influence over our business, including significant corporate actions such as mergers, consolidations, sales of all or substantially all of our assets, election of directors and other significant corporate actions.

Mr. Zhou may take actions that are not aligned with the interests of our other shareholders and may render new investors unable to influence significant corporate decisions. This concentration of ownership discourage, delay or prevent a change in control of our company, which could deprive our shareholders of an opportunity to receive a premium for their shares as part of a sale of our company and may reduce the price of the ADSs. These actions may be taken even if they are opposed by our other shareholders, including those who purchase ADSs in this offering. In addition, the significant concentration of share ownership may adversely affect the trading price of the ADSs due to investors' perception that conflicts of interest may exist or arise. For more information regarding our principal shareholders and their affiliated entities, see "Principal Shareholders."

As a "controlled company" under the rules of the NASDAQ, we may be exempt from certain corporate governance requirements that could adversely affect our public shareholders.

Since Mr. Yahui Zhou, our chairman of the board and chief executive officer, is the beneficial owner of a majority of the voting power of our issued and outstanding share capital following the completion of this offering, we will qualify as a "controlled company" under the rules of the NASDAQ. Under these rules a company of which more than 50% of the voting power is held by an individual, group or another company is a controlled company and may elect not to comply with certain corporate governance requirements, including the requirement that a majority of our directors be independent, as defined in the NASDAQ rules, and the requirement that our compensation and nominating and corporate governance committees consist entirely of independent directors. Although we do not intend to rely upon any such exemptions, we could elect to rely on any or all of these exemptions in the future. Should we choose to do so, so long as we remain a controlled company relying on any of such exemptions and during any transition period following the time when we are no longer a controlled company, you would not have the same protections afforded to shareholders of companies that are subject to all of the NASDAQ corporate governance requirements.

We have not determined a specific use for a portion of the net proceeds from this offering and the Concurrent Private Placements, and we may use these proceeds in ways with which you may not agree.

We have not determined a specific use for a portion of the net proceeds of this offering and the Concurrent Private Placements, and our management will have considerable discretion in deciding how to apply these proceeds. You will not have the opportunity to assess whether the proceeds are being used appropriately before you make your investment decision. You must rely on the judgment of our management regarding the application of the net proceeds of this offering and the Concurrent Private

Placements. We cannot assure you that the net proceeds will be used in a manner that would improve our results of operations or increase the ADS price, nor that these net proceeds will be placed only in investments that generate income or appreciate in value.

If we are a passive foreign investment company for United States federal income tax purposes for any taxable year, United States holders of ADSs or ordinary shares could be subject to adverse United States federal income tax consequences.

A non-United States corporation will be a passive foreign investment company, or PFIC, for United States federal income tax purposes for any taxable year if either (i) at least 75% of its gross income for such year is passive income or (ii) at least 50% of the value of its assets (based on an average of the quarterly values of the assets) during such year is attributable to assets that produce or are held for the production of passive income. A separate determination must be made after the close of each taxable year as to whether a non-United States corporation is a PFIC for that year. Based on the current and anticipated value of our assets and composition of our income and assets, we do not expect to be a PFIC for United States federal income tax purposes for our current taxable year ending December 31, 2018. However, the application of the PFIC rules is subject to uncertainty in several respects, and we cannot assure you the United States Internal Revenue Service, or IRS, will not take a contrary position.

Changes in the composition of our income or composition of our assets may cause us to become a PFIC. The determination of whether we will be a PFIC for any taxable year may depend in part upon the value of our goodwill and other unbooked intangibles not reflected on our balance sheet (which may depend upon the market value of the ADSs or ordinary shares from time to time) and also may be affected by how, and how quickly, we spend our liquid assets and the cash raised in this offering. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our anticipated market capitalization following the listing of the ADSs or ordinary shares on the NASDAQ. Among other matters, if our market capitalization is less than anticipated or subsequently declines, we may be or become a PFIC for the current or future taxable years because our liquid assets and cash (which are for this purpose considered assets that produce passive income) may then represent a greater percentage of our overall assets. Further, while we believe our classification methodology and valuation approach is reasonable, it is possible that the IRS may challenge our classification or valuation of our goodwill and other unbooked intangibles, which may result in our being or becoming a PFIC for the current or one or more future taxable years.

If we are a PFIC for any taxable year during which a United States person holds ADSs or ordinary shares, certain adverse United States federal income tax consequences could apply to such United States person. See “Taxation—Certain United States Federal Income Tax Considerations—Passive Foreign Investment Company.”

Our memorandum and articles of association contain anti-takeover provisions that could have a material adverse effect on the rights of holders of our ordinary shares and the ADSs.

We have adopted amended and restated memorandum and articles of association that will become effective immediately upon completion of this offering. Our new memorandum and articles of association contain provisions to limit the ability of others to acquire control of our company or cause us to engage in change-of-control transactions. These provisions could have the effect of depriving our shareholders of an opportunity to sell their shares at a premium over prevailing market prices by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transaction. We anticipate that Mr. Zhou will beneficially own 61.3% of the aggregate voting power of our company immediately following the completion of this offering assuming the underwriters do not exercise their over-allotment option to purchase additional ADSs. In addition, our board of directors has the authority, without further action by our shareholders, to issue preferred shares in one or more series and to fix their designations, powers,

preferences, privileges and relative participating, optional or special rights and the qualifications, limitations or restrictions, including dividend rights, conversion rights, voting rights, terms of redemption and liquidation preferences, any or all of which may be greater than the rights associated with our ordinary shares, in the form of ADSs or otherwise. Preferred shares could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. If our board of directors decides to issue preferred shares, the price of the ADSs may fall and the voting and other rights of the holders of our ordinary shares and the ADSs may be materially and adversely affected.

You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under Cayman Islands law.

We are an exempted company limited by shares registered under the laws of the Cayman Islands. Our corporate affairs are governed by our memorandum and articles of association, the Companies Law (2013 Revision) of the Cayman Islands and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities 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 the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under Cayman Islands law are not as clearly established as they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a less developed body of securities laws than the United States. Some U.S. states, such as Delaware, have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

Certain corporate governance practices in the Cayman Islands, which is our home country, differ significantly from requirements for companies incorporated in other jurisdictions such as the United States. Currently, we do not plan to rely on home country practice with respect to any corporate governance matter. However, if we choose to follow home country practice in the future, our shareholders may be afforded less protection than they otherwise would under rules and regulations applicable to U.S. domestic issuers.

As a result of all of the above, public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States. For a discussion of significant differences between the provisions of the Companies Law of the Cayman Islands and the laws applicable to companies incorporated in the United States and their shareholders, see “Description of Share Capital—Differences in Corporate Law.”

Certain judgments obtained against us by our shareholders may not be enforceable.

We are a Cayman Islands company and the majority of our assets are located and the majority of our operations are conducted outside of the United States. In addition, a majority of our current directors and officers are nationals and residents of countries other than the United States. Substantially all of the assets

of these persons are located 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 United States in the event that you believe that your rights have been infringed under the U.S. federal securities laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of Norway may render you unable to enforce a judgment against our assets or the assets of our directors and officers. For more information regarding the relevant laws of the Cayman Islands and Norway, see "Enforceability of Civil Liabilities."

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 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 will remain an emerging growth company until the earliest of (a) the last day of the fiscal year during which we have total annual gross revenue of at least US$1.07 billion; (b) the last day of our fiscal year following the fifth anniversary of the completion of this offering; (c) the date on which we have, during the preceding three-year period, issued more than US$1.07 billion in non-convertible debt; or (d) the date on which we are deemed to be a ''large accelerated filer'' under the Exchange Act, which would occur if the market value of the ADSs that are held by non-affiliates exceeds US$700 million as of the last business day of our most recently completed second fiscal quarter. Once we cease to be an emerging growth company, we will not be entitled to the exemptions provided by the JOBS Act.

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.

As a company incorporated in the Cayman Islands, we are permitted to adopt certain home country practices for corporate governance matters that differ significantly from the NASDAQ corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with the corporate governance listing standards.

We have applied to list our ADSs on the NASDAQ. The NASDAQ corporate governance listing standards permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the NASDAQ corporate governance listing standards.

For instance, we are not required to: (i) have a majority of the board be independent; (ii) have a compensation committee or a nominations or corporate governance committee consisting entirely of independent directors; or (iii) have regularly scheduled executive sessions with only independent directors each year. We have elected to not have our compensation committee consist of entirely independent directors. To the extent we choose to follow home country practice in the future, our shareholders may be afforded less protection than they would otherwise enjoy under the NASDAQ corporate governance listing standards applicable to U.S. domestic issuers.

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies.

Because we are a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including:

- the rules under the Exchange Act requiring the filing of quarterly reports on Form 10-Q or current reports on Form 8-K with the SEC;
- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis through press releases, distributed pursuant to the rules and regulations of the NASDAQ. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information, which would be made available to you, were you investing in a U.S. domestic issuer.

The voting rights of holders of ADSs are limited by the terms of the deposit agreement, and you may not be able to exercise your right to vote with respect to the ordinary shares.

As a holder of ADSs, you will only be able to exercise the voting rights with respect to the underlying ordinary shares in accordance with the provisions of the deposit agreement. Under the deposit agreement, you must vote by giving voting instructions to the depositary. Upon receipt of your voting instructions, the depositary will try to vote the underlying ordinary shares in accordance with these instructions. You will not be able to directly exercise your right to vote with respect to the underlying shares unless you withdraw the shares. Under our amended and restated memorandum and articles of association that will become effective immediately upon completion of this offering, the minimum notice period required for convening a general meeting is seven days. When a general meeting is convened, you may not receive sufficient advance notice to withdraw the shares underlying your ADSs to allow you to vote with respect to any specific matter. If we ask for your instructions, the depositary will notify you of the upcoming vote and will arrange to deliver our voting materials to you. We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your shares. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for their manner of carrying out your voting instructions. This means that you may not be able to exercise your right to vote and you may have no legal remedy if the shares underlying your ADSs are not voted as you requested.

You may not receive dividends or other distributions on our ordinary shares and you may not receive any value for them, if it is illegal or impractical to make them available to you.

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on the ordinary shares or other deposited securities underlying your ADSs, after deducting its fees and expenses. You will receive these distributions in proportion to the number of ordinary shares your ADSs represent. However, the depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any holders of ADSs. For example, it would be unlawful to make a

distribution to a holder of ADSs if it consists of securities that require registration under the Securities Act but that are not properly registered or distributed under an applicable exemption from registration. The depositary may also determine that it is not feasible to distribute certain property through the mail. Additionally, the value of certain distributions may be less than the cost of mailing them. In these cases, the depositary may determine not to distribute such property. We have no obligation to register under U.S. securities laws any ADSs, ordinary shares, rights or other securities received through such distributions. We also have no obligation to take any other action to permit the distribution of ADSs, ordinary shares, rights or anything else to holders of ADSs. This means that you may not receive distributions we make on our ordinary shares or any value for them if it is illegal or impractical for us to make them available to you. These restrictions may cause a material decline in the value of the ADSs.

You may experience dilution of your holdings due to inability to participate in rights offerings.

We may, from time to time, distribute rights to our shareholders, including rights to acquire securities. Under the deposit agreement, the depositary will not distribute rights to holders of ADSs unless the distribution and sale of rights and the securities to which these rights relate are either exempt from registration under the Securities Act with respect to all holders of ADSs, or are registered under the provisions of the Securities Act. The depositary may, but is not required to, attempt to sell these undistributed rights to third parties, and may allow the rights to lapse. We may be unable to establish an exemption from registration under the Securities Act, and we are under no obligation to file a registration statement with respect to these rights or underlying securities or to endeavor to have a registration statement declared effective. Accordingly, holders of ADSs may be unable to participate in our rights offerings and may experience dilution of their holdings as a result.

The requirements of being a public company may strain our resources and divert our management's attention.

As a public company, we will be subject to the reporting requirements of the Exchange Act, the U.S. Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, the Dodd-Frank Act and the listing standards of NASDAQ as applicable to a foreign private issuer, which are different in some material respects from those required for a U.S. public company. We expect that the requirements of these rules and regulations will increase our legal, accounting and financial compliance costs, make some activities more difficult, time consuming and costly, and place significant strain on our personnel, systems and resources. See "—Risks Related to Our Business and Industry—Material weaknesses in our internal control over financial reporting have been identified, and if we fail to implement and maintain effective internal control over financial reporting, we may be unable to accurately report our results of operations, meet our reporting obligations or prevent fraud." As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors, shareholders or third parties. If such claims are successful, our business and operating results could be harmed, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and harm our business and operating results.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This prospectus contains forward-looking statements that involve risks and uncertainties. All statements other than statements of current or historical facts are forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors, including those listed under “Risk Factors,” that may cause our actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements.

In some cases, you can identify these forward-looking statements by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “likely to” 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 statements about:

- our goals and strategies;
- our expected development and launch, and market acceptance, of our products and services;
- our future business development, financial condition and results of operations;
- the expected growth in, and market size of, the global internet industry;
- expected changes in our revenue, costs or expenditures;
- our expectations regarding demand for and market acceptance of our brand, platforms and services;
- our expectations regarding growth in our user base and level of engagement;
- our ability to attract, retain and monetize users;
- our ability to continue to develop new technologies and/or upgrade our existing technologies;
- our expectation regarding the use of proceeds from this offering and the Concurrent Private Placements;
- growth of and trends of competition in our industry;
- government policies and regulations relating to our industry; and
- general economic and business conditions in the markets we have businesses.

You should read this prospectus and the documents that we refer to in this prospectus with the understanding that our actual future results may be materially different from and worse than what we expect. Other sections of this prospectus include additional factors which could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors and uncertainties emerge from time to time and it is not possible for our management to predict all risk factors and uncertainties, 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 materially from those contained in any forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.

You should not rely upon forward-looking statements as predictions of future events. The forward-looking statements made in this prospectus relate only to events or information as of the date on

which the statements are made in this prospectus. Except as required by law, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. You should read this prospectus and the documents that we refer to in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect.

This prospectus also contains statistical data and estimates that we obtained from industry publications and reports generated by government or third-party providers of market intelligence. Although we have not independently verified the data, we believe that the publications and reports are reliable. However, the statistical data and estimates in these publications and reports are based on a number of assumptions and if any one or more of the assumptions underlying the market data are later found to be incorrect, actual results may differ from the projections based on these assumptions. In addition, due to the rapidly evolving nature of the online content consumption and e-commerce industries, projections or estimates about our business and financial prospects involve significant risks and uncertainties.

USE OF PROCEEDS

We estimate that we will receive net proceeds from this offering and the Concurrent Private Placements of approximately US$154.0 million, or approximately US$168.7 million if the underwriters exercise their option to purchase additional ADSs in full, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. These estimates are based upon an assumed initial offering price of US$11.00 per ADS, the mid-point of the estimated range of the initial public offering price shown on the front cover of this prospectus. A US$1.00 change in the assumed initial public offering price of US$11.00 per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease the net proceeds of this offering and the Concurrent Private Placements by US$8.9 million, or approximately US$10.3 million if the underwriters exercise their option to purchase additional ADSs in full, under these assumptions.

The primary purposes of this offering are to create a public market for our ordinary shares in the form of ADSs for the benefit of all shareholders, retain talented employees by providing them with equity incentives and obtain additional capital. We plan to use the net proceeds of this offering and the Concurrent Private Placements as follows:

- approximately 40% for research and development to continue to strengthen our AI-driven content discovery and recommendation platform and overall product portfolio;
- approximately 25% for distribution and marketing to further improve brand awareness across all markets and attract new users to our products;
- approximately 25% to pursue strategic partnership, investment and acquisition opportunities, though currently we have not identified any potential targets; and
- the remainder for working capital and other general corporate purposes.

The amounts and timing of any expenditures will vary depending on the amount of cash generated by our operations, and the rate of growth, if any, of our business, and our plans and business conditions. The foregoing represents our current intentions based upon our present plans and business conditions to use and allocate the net proceeds of this offering and the Concurrent Private Placements. Our management will have significant flexibility in applying discretion to apply the net proceeds of the offering and the Concurrent Private Placements. If an unforeseen event occurs or business conditions change, we may use the proceeds of this offering and the Concurrent Private Placements differently than as described in this prospectus.

Pending use of the net proceeds, we intend to hold our net proceeds in demand deposits or invest them in interest-bearing government securities.

DIVIDEND POLICY

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

Our board of directors has discretion as to whether to distribute dividends, subject to certain requirements of Cayman Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our 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 pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant. If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the ordinary shares underlying the ADSs to the depositary, as the registered holder of such ordinary shares, and the depositary then will pay such amounts to the ADS holders who will receive payment to the same extent as holders of our ordinary shares, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. See "Description of American Depositary Shares." Cash dividends on our ordinary shares, if any, will be paid in U.S. Dollars.

We are a holding company incorporated in the Cayman Islands. For our cash requirements, including any payment of dividends to our shareholders, we rely upon payments from our operating entities. We rely on a combination of dividend payments from our subsidiaries in markets we operate such as Norway. Regulations in Norway where we utilize dividend payments may restrict the ability of our subsidiaries to pay dividends to us.

See "Business—Norwegian Regulation—Regulations on Dividend Distributions," and "Risk Factors—Risks Related to the ADSs and This Offering—We currently do not expect to pay dividends in the foreseeable future and you must rely on price appreciation of the ADSs for return on your investment."

CAPITALIZATION

The following table sets forth our capitalization as of March 31, 2018:

- on an actual basis; and
- on an as adjusted basis to give effect to (i) the change of the Group holding company from Kunhoo Software LLC to Opera Limited on June 25, 2018, and (ii) the issuance and sale of ordinary shares in the form of ADSs by us in this offering and the Concurrent Private Placements at an assumed initial public offering price of US$11.00 per ADS, the mid-point of the estimated range of the initial public offering price shown on the front cover of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

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

	As of March 31, 2018	
	Actual	As Adjusted
		(unaudited)
	(US$ thousands, except for share and per share data)	
Long-term borrowings:		
Interest bearing loans	1,950	1,950
Total long-term borrowings	1,950	1,950
Equity:		
Ordinary shares (US$0.0001 par value; 500,000,000 shares authorized, 200,000,000 shares issued and outstanding on an actual basis and 220,359,090 shares issued and outstanding on an as adjusted basis)	0	22
Contributed equity/Additional paid-in capital[(1)]	576,531	730,120
Retained earnings	12,726	12,726
Other component of equity	2,009	2,009
Total equity	591,266	744,877
Total capitalization[(1)(2)]	593,216	746,827

(1) A US$1.00 increase (decrease) in the assumed initial public offering price of US$11.00 per ADS, the mid-point of the estimated range of the initial public offering price shown on the front cover of this prospectus, would increase (decrease) each of additional paid-in capital, total shareholders’ equity and total capitalization by US$8.9 million, assuming the number of ADSs offered by us, as set forth on the front cover of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

The calculation of shares outstanding excludes the 9.75 million shares that will be surrendered by two shareholders upon completion of the initial public offering as disclosed in note 11 to the unaudited condensed interim consolidated financial statements included in the registration statement.

(2) Total capitalization means long-term borrowings plus total equity.

The discussion and table above exclude exercise of any outstanding restricted share units pursuant to our share incentive plans after March 31, 2018. See “Management—Share Incentive Plans” for details of these awards.

DILUTION

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

Our net tangible book value as of March 31, 2018 was approximately US$51.7 million, or US$0.23 per ordinary share and US$0.47 per ADS. Dilution is determined by subtracting as adjusted net tangible book value per ordinary share, after giving effect to the additional proceeds we will receive from this offering, from the assumed initial public offering price per ordinary share.

Without taking into account any other changes in such net tangible book value after March 31, 2018, other than to give effect to the issuance and sale of 9,600,000 ADSs in this offering at an assumed initial public offering price of US$11.00 per ADS, the mid-point of the estimated range of the initial public offering price shown on the front cover of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us and assuming the underwriters' option to purchase 1,440,000 additional ADSs is not exercised, and the issuance and sale of 10,909,090 ordinary shares through the Concurrent Private Placements, calculated based on an initial offering price of US$11.00 per ADS, the mid-point of the estimated initial public offering price range shown on the front cover page of this prospectus, our as adjusted net tangible book value as of March 31, 2018 would have been US$0.93 per outstanding ordinary share, including ordinary shares underlying our outstanding ADSs, or US$1.86 per ADS. This represents an immediate increase in net tangible book value of US$0.70 per ordinary share, or US$1.39 per ADS, to existing shareholders and an immediate dilution in net tangible book value of US$4.57 per ordinary share, or US$9.14 per ADS, to investors purchasing ADSs in this offering. The as adjusted information discussed above is illustrative only. The following table illustrates such dilution:

	Per Ordinary Share	Per ADS
Assumed initial public offering price	US$5.50	US$11.00
Net tangible book value as of March 31, 2018	US$0.23	US$ 0.47
As adjusted net tangible book value after giving effect to this offering and the Concurrent Private Placements as of March 31, 2018	US$0.93	US$ 1.86
Increase in net tangible book value attributable to this offering	US$0.70	US$ 1.39
Amount of dilution in net tangible book value to new investors in the offering	US$4.57	US$ 9.14

A US$1.00 change in the assumed public offering price of US$11.00 per ADS would, in the case of an increase, increase and, in the case of a decrease, decrease our as adjusted net tangible book value as described above by US$8.9 million, the as adjusted net tangible book value per ordinary share and per ADS by US$0.04 per ordinary share and by US$0.09 per ADS, and the dilution per ordinary share and per ADS to new investors in this offering by US$0.04 per ordinary share and US$0.09 per ADS, respectively, assuming no change to the number of ADSs offered by us as set forth on the front cover of this prospectus, and after deducting underwriting discounts and commissions and estimated offering expenses and the issuance and sale in the Concurrent Private Placements of ordinary shares, which number of shares has been calculated based on an initial offering price of US$11.00 per ADS, the mid-point of the estimated initial public offering price range shown on the front cover page of this prospectus, payable by us. Our net tangible book value following the completion of this offering is subject to adjustment based on the actual initial public offering price of the ADSs and other terms of this offering determined at pricing.

The following table summarizes, on an as adjusted basis as of March 31, 2018, the differences between the existing shareholders as of March 31, 2018 and the new investors with respect to the number of ordinary shares (in the form of ADSs or ordinary shares) purchased from us in this offering and the Concurrent Private Placements, the total consideration paid and the average price per ordinary share paid and per ADS at an assumed initial public offering price of US$11.00 per ADS before deducting underwriting discounts and commissions and estimated offering expenses payable by us. The total number of ordinary shares does not include ordinary shares underlying the ADSs issuable upon the exercise of the option to purchase additional ADSs which we granted to the underwriters.

	Ordinary Shares Purchased		Total Consideration		Average Price	
	Number	Percent	Amount in US$ thousands	Percent	per Ordinary Share	Per ADS
Existing shareholders	200,000,000	86.9%	576,531	77.7%	2.88	5.77
New investors	30,109,090	13.1%	165,600	22.3%	5.50	11.00
Total	230,109,090	100.0%	742,131	100.0%		

The discussion and tables above include the 9.75 million shares that will be surrendered by two shareholders upon completion of the initial public offering as disclosed in Note 11 to the unaudited condensed interim consolidated financial statements included in the registration statement, and exclude exercise of any outstanding restricted share units pursuant to our share incentive plan after March 31, 2018. See “Management—Share Incentive Plan” for details of these awards. To the extent any of these awards are exercised or vested, there will be further dilution to new investors.

ENFORCEABILITY OF CIVIL LIABILITIES

We are incorporated under the laws of the Cayman Islands as an exempted company with limited liability. We are incorporated in the Cayman Islands because of certain benefits associated with being a Cayman Islands company, such as political and economic stability, an effective judicial system, a favorable tax system, the absence of foreign exchange control or currency restrictions and the availability of professional and support services. However, the Cayman Islands has a less developed body of securities laws as compared to the United States and provides less protection for investors. In addition, Cayman Islands companies do not have standing to sue before the federal courts of the United States.

Our constitutional documents do not contain provisions requiring that disputes, including those arising under the securities laws of the United States, between us, our executive officers, directors and shareholders, be subject to arbitration. The subscription agreements dated June 26, 2018 between each of the Concurrent Private Placement investors and us contain arbitration provisions which relate to any disputes arising out of the contractual relationships under the subscription agreements and do not prevent the Concurrent Private Placement investors from pursuing claims under the United States federal securities laws.

Substantially all of our assets are located outside the United States. In addition, most of our directors and executive officers are nationals or residents of jurisdictions other than the United States and substantially all of their assets are located outside the United States. As a result, it may be difficult or impossible for you to effect service of process within the United States upon us or these persons, or to enforce judgments obtained in U.S. courts against us or them, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States. It may also be difficult for you to enforce judgments obtained in U.S. courts based on the civil liability provisions of the U.S. federal securities laws against us and our executive officers and directors.

We have appointed Cogency Global Inc. as our agent to receive service of process with respect to any action brought against us in the U.S. District Court for the Southern District of New York in connection with this offering under the federal securities laws of the United States or of any State in the United States or any action brought against us in the Supreme Court of the State of New York in the County of New York in connection with this offering under the securities laws of the State of New York.

Cayman Islands

Maples and Calder, our counsel as to Cayman Islands law, has advised us that there is uncertainty as to whether the courts of the Cayman Islands would (i) recognize or enforce judgments of U.S. courts obtained against us or our directors or executive officers that are predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States, or (ii) entertain original actions brought in the Cayman Islands against us or our directors or executive officers that are predicated upon the securities laws of the United States or any state in the United States.

Maples and Calder has informed us that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments), a judgment obtained in such jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment (a) is given by a competent foreign court with jurisdiction to give the judgment, (b) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given, (c) is final and conclusive, (d) is not in respect of taxes, a fine or a penalty; and (e) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. However, the Cayman Islands courts are unlikely to enforce a judgment obtained from the U.S. courts

under civil liability provisions of the U.S. federal securities law if such judgment is determined by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. Because such a determination has not yet been made by a court of the Cayman Islands, it is uncertain whether such civil liability judgments from U.S. courts would be enforceable in the Cayman Islands.

Norway

Wikborg Rein Advokatfirma AS, our counsel as to Norwegian law, has advised us that there is uncertainty as to whether courts in Norway will enforce judgments obtained in other jurisdictions, including the United States, against us or our directors and officers under the securities laws of those jurisdictions or entertain actions in Norway against our directors and officers under the securities laws of other jurisdictions.

In addition, awards of punitive damages in actions brought in the United States or elsewhere may not be enforceable in Norway. The United States and Norway do not currently have a treaty providing for reciprocal recognition and enforcement of judgements (other than arbitral awards) in civil and commercial matters.

CORPORATE HISTORY AND STRUCTURE

Corporate History

We are an exempted company with limited liability incorporated in the Cayman Islands. We conduct our business mainly through our operating company, Opera Software AS, in Norway, and its subsidiaries located in countries across the world. We trace our history back to the founding of Otello Corporation ASA, (formerly known as Opera Software ASA), or Otello, a private limited liability company incorporated under the laws of Norway in June 1995. In September 1996, our predecessor introduced the first version of our "Opera" branded browser software and have since been a pioneer in redefining the web browsing experience and providing personalized content discovery platforms for hundreds of millions of global internet users. In March 2004, Otello converted to a public company and was listed on the Oslo stock exchange, Oslo Børs under the ticker code "OPERA."

Prior to our acquisition of Opera Software AS and its subsidiaries, including the business of providing mobile and PC web browsers as well as certain related products and services, or the "Consumer Business," the Consumer Business was one of Otello's major businesses lines. A significant part of the Consumer Business was owned and operated within Otello's ultimate holding company until March 2016. Since then, the following corporate restructuring events have taken place:

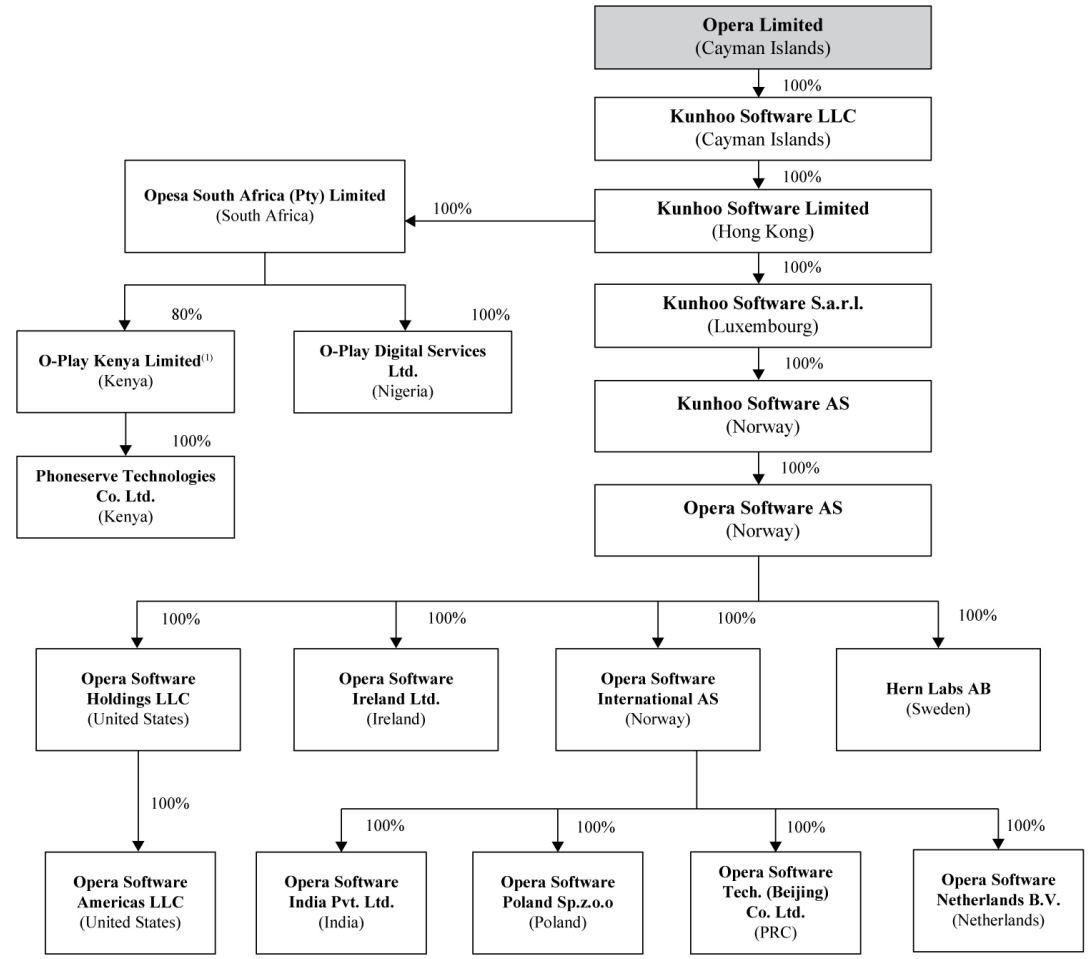
- *Demerger from Otello*. In March 2016, the Consumer Business, including all related assets, rights and obligations, and the majority of Otello's other businesses were contributed to Opera Software AS, a wholly owned subsidiary that was formed in December 2015.
- *Restructuring of Otello*. Except for activities related to certain Otello businesses and its corporate functions within Opera Software AS, Otello's businesses were largely operated through distinct entities. However, the ownership hierarchy was not organized in separate legal structures reflecting the underlying businesses. During August and September 2016, Otello undertook a number of internal transactions to establish Opera Software AS as the ultimate holding company of all entities related to its Consumer Business, and to move Otello's corporate activities and other businesses to be held outside of Opera Software AS.
- *Acquisition by the Group.* In July 2016, a consortium of investors led by Mr. Yahui Zhou, our chairman of the board and chief executive officer, established Kunhoo Software LLC, a limited liability company incorporated in the Cayman Islands, and three intermediate holding companies for the purpose of acquiring Opera Software AS. See "—Corporate Structure." The rights to purchase Opera Software AS were assigned from Golden Brick Capital Private Equity Fund I L.P. to Kunhoo Software AS, one of the Kunhoo intermediate holding companies. Kunhoo Software AS acquired all of the shares of Opera Software AS on November 3, 2016, for a consideration of US$575.0 million less working capital adjustments.
- *Incorporation of the listing entity.* In March 2018, Opera Limited was incorporated as our proposed listing entity in the Cayman Islands. In June 2018, Opera Limited became the Group's holding company by way of an exchange of equity interests in which the existing members of Kunhoo Software LLC exchanged their interests in Kunhoo Software LLC for ordinary shares having substantially the same rights in Opera Limited. Upon the transfer, the historical consolidated financial statements of Kunhoo Software LLC became the historical consolidated financial statements of Opera Limited.

Corporate Structure

Our company is a holding company that does not have substantive operations. We conduct our principal activities through our subsidiaries, which are located in Norway, Ireland, Sweden, Poland, the PRC, the United States, India and the Netherlands. Our principal subsidiaries consist of the following entities:

- ***Kunhoo Software Limited***, our wholly owned subsidiary established in Hong Kong on July 27, 2016, is a holding company in Hong Kong;
- ***Kunhoo Software S.a.r.l.***, our wholly owned subsidiary established in Luxembourg on August 16, 2016, is a holding company in Luxembourg;
- ***Kunhoo Software AS***, our wholly owned subsidiary established in Norway on January 5, 2016, is a holding company in Norway;
- ***Opera Software AS***, our wholly owned subsidiary established in Norway on December 4, 2015, is an operating entity that owns all of our intellectual property rights, offers products and services to our users, and is party to most of our revenue generating agreements and employs our staff in Norway;
- ***Opera Software Ireland Ltd.***, our wholly owned subsidiary established in Ireland on October 22, 2013, is an operating entity that employs our staff in Ireland;
- ***Opera Software International AS***, our wholly owned subsidiary established in Norway on January 5, 2005, is a holding company in Norway;
- ***Opera Software India Private Limited***, our wholly owned subsidiary established in India on February 27, 2007, is an operating entity that employs our staff in India;
- ***Opera Software Poland Sp.z.o.o.***, our wholly owned subsidiary established in Poland on May 21, 2014, is an operating entity that employs our staff in Poland;
- ***Opera Software Technology (Beijing) Co., Ltd.***, our wholly owned subsidiary established in the PRC on February 12, 2009, is an operating entity that employs our staff in the PRC;
- ***Opera Software Netherlands B.V.***, our wholly owned subsidiary established in the Netherlands on June 26, 2013, is a corporate entity that holds our contracts and servers from our Amsterdam and Singapore data centers;
- ***Hern Labs AB***, our wholly owned subsidiary established in Sweden on May 25, 1998, is an operating entity that employs our staff in Sweden;
- ***Opera Software Holdings LLC***, our wholly owned subsidiary established in the United States on July, 8, 2016, is a holding company in the United States;
- ***Opera Software Americas LLC***, our wholly owned subsidiary established in the United States on January 1, 2013, is an operating entity that holds our contracts and servers for our data centers located in the United States;
- ***Opesa South Africa (Pty) Limited***, our wholly owned subsidiary established in South Africa on March 15, 2017, is an operating entity that employs our staff in South Africa and engages in local collections and monetization;
- ***O-Play Digital Services Limited***, our wholly owned subsidiary established in Nigeria on June 22, 2017, is an operating entity that engages in local collections and monetization;
- ***O-Play Kenya Limited***, our subsidiary established in Kenya on May 24, 2017, is an operating entity that engages in local collections and monetization; and
- ***Phoneserve Technologies Co. Limited***, our subsidiary established in Kenya on April 17, 2015, is an operating entity that engages in local collections and monetization.

The chart below summarizes our corporate structure and identifies our principal subsidiaries and their places of incorporation as of the date of this prospectus:



1. 20% held by a nominee shareholder.

SELECTED CONSOLIDATED HISTORICAL AND PRO FORMA FINANCIAL INFORMATION

The following selected consolidated statements of operations data for the period from January 1, 2016 to November 3, 2016 (the "Predecessor") and from inception of Kunhoo Software LLC on July 26, 2016, to December 31, 2016, and for the year ended December 31, 2017, and selected consolidated statements of financial position data as of December 31, 2016 and 2017 (the "Successor"), have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The consolidated financial statements are prepared and presented in accordance with IFRS, as issued by the International Accounting Standards Board. The selected consolidated statement of operations data for each of the three month periods ended March 31, 2017 and 2018, and selected consolidated statement of financial position data as of March 31, 2018 have been derived from our unaudited condensed interim consolidated financial statements included elsewhere in this prospectus. The unaudited condensed interim consolidated financial statements have been prepared in accordance with International Accounting Standard 34 Interim Financial Reporting as issued by the International Accounting Standards Board.

Our historical results are not necessarily indicative of results expected for future periods. You should read this "Selected Consolidated Financial Data" section together with our audited consolidated financial statements and the related notes and our unaudited condensed interim consolidated financial statements and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section included elsewhere in this prospectus.

The following tables also set forth the selected pro forma consolidated statement of operations for the year ended December 31, 2016, which reflects the effect of the acquisition of Opera Software AS and its subsidiaries and the Consumer Business on November 3, 2016, by Kunhoo Software LLC and its subsidiaries, or the Group, as if such transaction had occurred on January 1, 2016. Prior to the acquisition, the Group had no operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operation—Unaudited Pro Forma Consolidated Financial Information" for more information. The pro forma adjustments are based upon currently available information and certain assumptions that are factually supportable and that we believe are reasonable under the circumstances. The pro forma financial information does not necessarily reflect, what our actual consolidated results of operations would have been had the transactions occurred on the dates indicated, nor are they necessarily indicative of results that may be expected for any future period.

Selected Consolidated Statement of Operations

	2016			2017		
	Predecessor for the period from January 1, 2016 to November 3, 2016	Successor Group since inception on July 26, 2016 to December 31, 2016	Unaudited pro forma consolidated Group for the year ended December 31, 2016[1]	Successor Group for the year ended December 31, 2017	Successor Group for the three months ended March 31, 2017	Successor Group for the three months ended March 31, 2018[3]
		(US$ in thousands, except for percentages)				
Operating revenue and other income:						
Operating revenue	88,518	18,767	107,285	128,893	25,475	39,446
Other income	—	—	—	5,460	—	—
Operating expenses:						
Payouts to publishers and monetization partners	(638)	(469)	(1,107)	(1,303)	(104)	(678)
Personnel expenses including share-based remuneration	(35,493)	(5,972)	(41,465)	(44,315)	(8,726)	(11,110)
Depreciation and amortization	(9,586)	(3,082)	(16,712)	(16,604)	(3,802)	(3,388)
Other operating expenses	(42,486)	(19,032)	(55,418)	(58,652)	(10,311)	(14,993)
Restructuring costs	(3,911)	—	(3,911)	(3,240)	(1,741)	—

	2016			2017		
	Predecessor for the period from January 1, 2016 to November 3, 2016	Successor Group since inception on July 26, 2016 to December 31, 2016	Unaudited pro forma consolidated Group for the year ended December 31, 2016[1]	Successor Group for the year ended December 31, 2017	Successor Group for the three months ended March 31, 2017	Successor Group for the three months ended March 31, 2018[3]
		(US$ in thousands, except for percentages)				
Total operating expenses	(92,113)	(28,555)	(118,613)	(124,114)	(24,683)	(29,669)
Operating profit (loss)	(3,595)	(9,788)	(11,328)	10,239	792	9,776
Income (loss) from associate and joint ventures:						
Share of net income (loss) of associates and joint ventures	(2,664)	(237)	(2,901)	(1,670)	(356)	(1,009)
Net financial income (loss):						
Financial income	—	37	37	1,054	13	95
Financial expense	(1,378)	(24)	(1,402)	(238)	(62)	(34)
Net foreign exchange gains (losses)	(1,212)	212	(1,000)	(1,881)	(315)	81
Total net financial income (loss)	(2,590)	225	(2,365)	(1,065)	(364)	142
Net income (loss) before income taxes	(8,849)	(9,800)	(16,594)	7,504	73	8,909
Income tax (expense) benefit	743	2,096	3,850	(1,440)	(241)	(2,289)
Net income (loss)	(8,106)	(7,704)	(12,744)	6,064	(168)	6,619
Pro forma basis and diluted income (loss) per share data						
Basic, US$[4]	(0.043)	(0.040)	(0.067)	0.032	(0.001)	0.035
Diluted, US$[5]	(0.043)	(0.040)	(0.067)	0.032	(0.001)	0.034
Non-IFRS Financial Measures						
Adjusted EBITDA[2]	10,816	(6,706)	10,210	34,119	6,335	15,613
Adjusted net income (loss)[2]	(7,229)	(8,264)	(9,226)	17,796	780	9,870

(1) Including pro forma adjustments. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Unaudited Pro Forma Consolidated Financial Information.”

(2) To see how we define and calculate adjusted EBITDA and adjusted net income (loss), a reconciliation between adjusted EBITDA and net income (loss), and adjusted net income (loss) and net income (loss) (for each, the most directly comparable IFRS financial measures) and a discussion about the limitations of non-IFRS financial measures, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Non-IFRS Financial Measures.”

(3) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers and IFRS 9 Financial Instruments. The impact of adopting these standards is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

(4) Pro forma basic income (loss) per share is computed assuming 200 million shares of Opera Limited were outstanding for all periods presented and reduced by 9.75 million shares that will be surrendered by two shareholders upon completion of the initial public offering as disclosed in note 11 to the unaudited condensed interim consolidated financial statements included in the registration statement.

(5) Pro forma diluted income (loss) per share gives effect to the dilutive effect of RSUs awarded in 2017 and 2018. The 19,413,000 and 21,497,500 RSUs, outstanding as of December 31, 2017 and March 31, 2018, respectively, were all dilutive and correspond to 13,556,312 period-average RSUs in 2017 and 20,223,278 period-average RSUs in the three month period ended March 31, 2018 based upon the periods the awards were outstanding for purposes of determining pro forma diluted income (loss) per share.

The period-average outstanding RSUs were adjusted by factor of 0.4 to reflect the transfer of the RSU program to Opera Limited, an entity with 200 million outstanding shares at the time of the transfer. The factor of 0.4 represents the ratio of 200 million outstanding shares of Opera Limited to the 500 million shares assumed in the 2017 RSU plan, and ensures that each RSU award maintains the same value after the transfer of the program to Opera Limited. Following this adjustment, the period-average outstanding RSUs included in the calculation was 5,422,525 RSUs for 2017 and 8,089,311 RSUs for the three month period ended March 31, 2018. The net dilutive effect of these awards is determined by application of the treasury stock method related to the share equivalents of unrecognized share compensation expense on RSUs outstanding at period end.

	As of December 31,		As of March 31,
	2016	2017	2018[1]
	(US$ in thousands)		
Selected Consolidated Statement of Financial Position Data:			
Total non-current assets	561,511	561,989	561,332
Intangible assets	124,536	118,620	118,028
Investments in associates and joint ventures	1,043	5,517	4,783
Total current assets	78,967	74,311	80,660
Cash and cash equivalents	34,181	33,207	39,300
Total assets	**640,479**	**636,300**	**641,991**
Total equity	**568,197**	**583,503**	**591,266**
Total non-current liabilities	19,010	15,947	15,527
Total current liabilities	53,272	36,850	35,199
Total liabilities	**72,282**	**52,797**	**50,725**
Total equity and liabilities	**640,479**	**636,300**	**641,991**

(1) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers and IFRS 9 Financial Instruments. The impact of adopting these standards is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the section entitled "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and elsewhere in this prospectus.

The unaudited pro forma consolidated financial information for the year ended December 31, 2016 presented in this section is provided supplementally and includes adjustments to give effect to the acquisition of the acquired Consumer Business, held by Opera Software AS with its subsidiaries, or the Predecessor, which was completed on November 3, 2016, as if such transaction had occurred on January 1, 2016. See "—Unaudited Pro Forma Consolidated Financial Information" for a discussion of the adjustments made for the presentation of the pro forma consolidated financial information.

Overview

Opera is one of the world's leading browser providers and an influential player in the field of integrated AI-driven digital content discovery and recommendation platforms. Given the growing importance of online content consumption, we believe that the future of digital content discovery is one where consumers will enjoy highly personalized experiences enabled by AI algorithms and big data. With a long and proven track record of innovation in both core performance and functionality, and an established global brand, we served 321.7 million average MAUs in the first three months ended March 31, 2018, of which 239.4 million were smartphone and PC users compared to 202.6 million smartphone and PC users in the same period in 2017.

We generate revenue mainly through agreements with our search partners and partners that deliver services and advertisements to our users. Driven by the rapid adoption of our modern mobile applications, we have experienced strong revenue growth. During 2017, we recorded US$128.9 million in operating revenue, up by 20.1% from US$107.3 million in operating revenue on a pro forma consolidated basis during 2016. During the three months ended March 31, 2018, we recorded US$39.4 million in operating revenue, up by 54.8% from US$25.5 million for the same period in 2017. We had a net loss of US$12.7 million in 2016 on a pro forma consolidated basis and had net income of US$6.1 million in 2017. We had net income of US$6.6 million in the three months ended March 31, 2018 and had a net loss of US$0.2 million for the same period in 2017. Our adjusted net loss was US$9.2 million in 2016 on a pro forma consolidated basis and we had an adjusted net income of US$17.8 million in 2017. Our adjusted net income was US$0.8 million and US$9.9 million in the three months ended March 31, 2017 and 2018, respectively. To see how we define and calculate adjusted net income, a reconciliation between adjusted net income and net income (loss) (the most directly comparable IFRS financial measure) and a discussion about the limitations of non-IFRS financial measures, please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-IFRS Financial Measures."

Factors Affecting Our Results of Operations

Our business and operating results are affected by general factors affecting the global online content consumption and e-commerce industries, which include:

- overall global economic growth;
- mobile and PC internet usage and penetration rate by geography;
- growth of online content consumption, and its popularity as an advertising medium;

- growth of online commerce and related advertising; and
- governmental policies and initiatives affecting online content consumption and e-commerce.

While our business is influenced by these general factors, we believe our results of operations are more directly affected by company specific factors, including the following major factors:

Our Ability to Maintain and Expand Our User Base and Maintain and Enhance User Engagement

Our user base is important for our revenue generation, both because its sheer size makes us an attractive partner for search and advertising partners, and in terms of directly impacting our user-generated revenues. The following table presents certain of our user metrics for the periods indicated:

	Three months ended								
	March 31, 2016	June 30, 2016	Sept 30, 2016	Dec 31, 2016	March 31, 2017	June 30, 2017	Sept 30, 2017	Dec 31, 2017	March 31, 2018[1]
	(in millions)								
Smartphone average MAUs	141.3[1]	138.1	146.1	164.1	160.0[1]	160.6	171.5	180.4	182.0
PC average MAUs	51.7	45.3	40.5	42.2	42.6	45.6	49.4	54.8	57.4
Opera News average MAUs	—	—	—	—	9.1[2]	24.8	39.3	72.4	90.2

(1) To give a more accurate impression of user activity for our mobile products in February, we use a 30-day look back window in calculating MAUs and look at user activity on February 28th and the 30 days prior.

(2) Representing MAUs in March 2017 only, which is when MAU figures were first available.

Our total browser average MAUs was 321.7 million in the three months ended March 31, 2018 including 264.3 million mobile browser users and 57.4 million PC browser users. Our mobile browser users include 182.0 million smartphone users and 82.3 million feature phone users. Most of our Opera News users during the three months ended March 31, 2018 were browser users because we did not launch our standalone Opera News App until January 2018.

Our smartphone user base followed a positive growth trend across 2016, 2017 and the three months ended March 31, 2018, adding 40.7 million MAUs over the period with seasonally highest growth in the third and fourth quarters. In the fourth quarter of 2016, we increased our marketing activities before returning to a lower spend level in the first quarter of 2017, resulting in a decline in smartphone MAUs as the least loyal new users churned away in addition to the seasonal effect.

Our PC user base declined during the second and third quarters of 2016 as we focused the product and marketing on lower volume yet higher value segments, thereafter increasing by 16.9 million MAUs from the three months ended September 30, 2016 to the three months ended March 31, 2018.

Our ability to continue to effectively maintain and expand our user base will affect the growth of our business and our revenues going forward. We generate revenues from our business partners, including search providers and advertisers, who are drawn to our platform in part because of the size of our user base, its attractive demographics, and our level of user engagement. Our ability to maintain and expand our user base, as well as maintain and enhance user engagement, depends on, among other things, the effectiveness of our marketing and distribution spend, our ability to continuously offer comprehensive and effective products and services, recommend personalized content through technological innovation and provide a superior content discovery experience.

Our Ability to Monetize

We have long and deep relationships with our monetization partners. Changes in the revenue sharing or fee arrangements with our key monetization partners may materially affect our revenues, although we have not seen material impacts to our revenues over the 2016-2017 period from such pricing related factors.

However, for example, a change in the revenue sharing percentage paid by certain of our major partners such as Google or Yandex, or a change in their payment policies or other contractual arrangements, could impact our revenues, either positively or negatively. Likewise, with respect to certain major advertising partners, changes in the fee rate we receive per click or per sale may affect our revenues.

Further, our revenue generation is affected by our ability to promote and improve our users' experience with our partners' services, and our ability to open more advertising inventory. Such improvements provided an increase of 43.7% in revenue per browser user for the three months ended March 31, 2018 compared with the same period in 2017.

In 2017, we had approximately 160 monetization partners. We intend to maintain and deepen our relationships with current partners and attract more partners to increase and diversify our revenue sources. Our ability to further increase the number of partners primarily depends on whether we can provide integrated marketing services and help them more precisely reach their targeted users through our AI-powered content discovery platform.

Our Brand Recognition and Market Leadership

We believe that the strong brand recognition of "Opera" is a key element of our success. Our ability to maintain our market share and brand recognition as a leading independent content discovery platform is key to our ability to maintain and enhance relationships with our users, monetization partners, content partners, distribution partners, and increase our revenues. In addition, the reputation and attractiveness of our platform among internet users also serves as a highly efficient marketing channel for our new products and services, through which we plan to introduce additional means of monetization to fuel future revenue growth.

Our Ability to Manage Our Operating Expenses

Our results of operations depend on our ability to manage our operating expenses. Our operating expenses consist primarily of staff cost, marketing and distribution expenses, server hosting expenses and rent. We expect the absolute amount of staff cost, server hosting expenses and rent to increase as we grow our business and as we make necessary adjustments to operate as a public company. We anticipate further investing in our growth by incurring increased marketing and distribution expenses. However, we expect our costs and operating expenses to decrease as a percentage of revenue as we improve our operating efficiency and as a result of economies of scale. For example, we underwent a restructuring process to streamline the business from late 2016 to early 2017, through which we consolidated and strengthened development in our current major hubs, and concentrated our Oslo headquarters around corporate functions, reducing the Oslo headcount from approximately 140 to 40.

Our Ability to Strengthen Our Technological Capabilities, Especially AI and Big Data

The internet business in general has undergone constant technological evolution. In particular, AI and big data have been transforming, and will continue to transform, the internet industry, especially the content consumption market. We are dedicated to continually enhancing and applying our capabilities to new forms of content discovery and recommendation technologies and other applications. We also plan to develop new products and services that could provide us additional monetization opportunities. To maintain and enhance our innovation capabilities, we have increased our investments in research and development and expect to continue to do so.

Unaudited Pro Forma Consolidated Financial Information

The unaudited pro forma consolidated statement of operations for the year ended December 31, 2016, is based on the historical audited consolidated financial statements of the Group and the audited consolidated financial statements of the acquired Consumer Business, held by Opera Software AS with

subsidiaries when acquired (such financial information presented as “Predecessor”). All financial statements, including the Predecessor statements, were prepared in accordance with IFRS using the accounting policies described in our audited consolidated financial statements. Kunhoo Software LLC is a limited liability company incorporated in the Cayman Islands on July 26, 2016, and had no operations prior to the acquisition of the Opera Software AS, although it did incur significant transaction costs prior to the acquisition date. See “Corporate History and Structure—Corporate History.” These pro forma consolidated financial statements give effect to the acquisition of Opera Software AS by the Group as if the acquisition had occurred as of January 1, 2016. The actual acquisition date was November 3, 2016, and included cash consideration of US$575.0 million less working capital adjustments of US$17.3 million that were settled in cash in December 2016 and January 2018. No financing obligations were incurred as a result of the transaction.

Basis of Preparation

The unaudited pro forma financial information was prepared in accordance with Article 11 of Regulation S-X. Accordingly, the historical consolidated financial statements have been adjusted in the pro forma financial statements to give effect to pro forma events that are (i) directly attributable to the acquisition of Opera Software AS, (ii) expected to have a continuing impact on the Group and (iii) factually supportable.

In preparing the unaudited pro forma consolidated financial information, we have utilized the values of identifiable tangible and intangible net assets acquired, including goodwill resulted from the purchase price allocation used to record the purchase of Opera Software AS, and related depreciation and amortization periods and income tax effects when applicable.

The unaudited pro-forma financial consolidated statement of operations does not necessarily reflect what our consolidated results of operations would have been had the acquisition occurred on January 1, 2016. It may also not be useful in predicting future results of operations for the combined Group. The unaudited pro forma statement of operations does not reflect the realization of any expected cost savings as a result of initiatives following the completion of the acquisition. The unaudited pro forma consolidated financial information should be read in conjunction with “Risk Factors,” “Capitalization,” “Selected Consolidated Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the audited consolidated financial statements and the related notes included elsewhere in this prospectus.

Assumptions underlying the pro forma adjustments are described in the accompanying notes, which should be read in conjunction with the unaudited pro forma consolidated statement of operations.

Unaudited Pro Forma Consolidated Statement of Operations

	Predecessor for the period from January 1, 2016 to November 3, 2016	Successor Group from inception on July 26, 2016 to December 31, 2016	Pro forma adjustments	Notes	Unaudited pro forma consolidated Group for the year ended December 31, 2016
		(US$ in thousands)			
Operating revenue and other income:					
Operating revenue	88,518	18,767	—		107,285
Other income	—	—	—		—
Operating expenses:					
Payouts to publishers and monetization partners	(638)	(469)	—		(1,107)
Personnel expenses including share-based remuneration	(35,493)	(5,972)	—		(41,465)
Depreciation and amortization	(9,586)	(3,082)	(4,044)	(1)	(16,712)
Other operating expenses	(42,486)	(19,032)	6,100	(2)	(55,418)
Restructuring costs	(3,911)	—	—		(3,911)
Total operating expenses	(92,113)	(28,555)	2,056		(118,613)
Operating profit (loss)	(3,595)	(9,788)	2,056		(11,328)
Income (loss) from associates and joint ventures:					
Share of net income (loss) of associates and joint ventures	(2,664)	(237)	—		(2,901)
Net financial income (loss):					
Financial income	—	37	—		37
Financial expense	(1,378)	(24)	—		(1,402)
Net foreign exchange gains (losses)	(1,212)	212	—		(1,000)
Total net financial income (loss)	(2,590)	225	—		(2,365)
Net income (loss) before income taxes	(8,849)	(9,800)	2,056		(16,594)
Income tax (expense) benefit	743	2,096	1,011	(3)	3,850
Net income (loss)	(8,106)	(7,704)	3,067		(12,744)

Notes to the Unaudited Pro Forma Consolidated Statement of Operations

(1) The adjustment to amortization expense was determined by calculating amortization expense on individual intangible assets assuming that post-acquisition values and useful lives were applied from January 1, 2016, and subtracting the corresponding historical amortization expense on the same assets. The most significant increases in intangible assets with definite lives resulting from the business combination included technology and customer relationships which increased an aggregate of US$51.8 million compared to historical amounts and are amortized over periods ranging from 5 to 15 years on a straight-line basis. In addition, trademarks of US$70.6 million were acquired and determined to have an indefinite useful life and accordingly are not amortized.

(2) This adjustment represents the elimination of non-recurring transaction costs incurred by the Group of US$6.1 million which are directly related to the acquisition of Opera Software AS.

(3) The adjustment to income tax expense for the items specified in note (1) is based upon the 2016 statutory tax rate in Norway, where all intangible assets that were subject to an increase in post-acquisition value are held, of 25%. Income tax expense was not adjusted for the transaction costs related to the acquisition since no corresponding tax benefit has been recognized in the historical financial statements of the Successor for the period from July 26, 2016 to December 31, 2016.

The tables below show further details for certain captions included within the unaudited pro forma consolidated statement of operations. This information is derived from the sum of amounts included in the Predecessor for the period from January 1 to November 3, 2016 and the Successor for the period from July 26 to December 31, 2016 in notes 4, 5 and 6 of the consolidated financial statements and the pro forma adjustments described above.

	Predecessor for the period from January 1, 2016 to acquisition on November 3, 2016	Successor Group from inception on July 26, 2016 to December 31, 2016	Pro forma adjustments	Unaudited pro forma consolidated Group for the year ended December 31, 2016
		(US$ in thousands)		
Pro forma operating revenue by revenue type:				
Search	44,347	10,215	—	54,561
Advertising	27,960	5,219	—	33,180
Technology licensing/other	16,211	3,333	—	19,544
Total operating revenue	88,518	18,767	—	107,285
Pro forma operating revenue by customer location:				
Ireland	32,730	9,310	—	42,041
Russia	13,883	2,868	—	16,751
Other	41,904	6,589	—	48,494
Total operating revenue	88,518	18,767	—	107,285
Pro forma personnel expenses including share-based remuneration:				
Personnel expenses excluding share-based remuneration	34,579	5,972	—	40,551
Share-based remuneration, including related social security costs	914	—	—	914
Total personnel expenses including share-based remuneration	35,493	5,972	—	41,465
Pro forma other operating expenses:				
Marketing and distribution	22,550	7,980	—	30,530
Hosting	7,894	2,215	—	10,109
Audit, legal and other advisory services	1,577	6,359	(6,100)	1,836
Software license fees	1,068	253	—	1,320
Rent and other office expenses	3,407	545	—	3,952
Travel	1,880	983	—	2,862
Other	4,110	698	—	4,808
Total other operating expenses	42,486	19,032	(6,100)	55,418

Description of Certain Statement of Operations Items

Operating Revenue

We currently generate operating revenue primarily from search, advertising, and technology licensing and other revenues. The table below sets forth the operating revenue, both in absolute amount and as a percentage of total operating revenue for the periods indicated.

	2016						2017					
	Predecessor for the period from January 1, 2016 to November 3, 2016	% of total operating revenue	Successor Group from inception on July 26, 2016 to December 31, 2016	% of total operating revenue	Unaudited pro forma consolidated Group for the year ended December 31, 2016	% of total operating revenue	Successor Group for the year ended December 31, 2017	% of total operating revenue	Successor Group for the three months ended March 31, 2017	% of total operating revenue	2018[1]	% of total operating revenue
	(US$ in thousands, except for percentages)											
Operating revenue:												
Search	44,347	50.1	10,215	54.4	54,561	50.9	68,192	52.9	15,392	60.4	20,217	51.3
Advertising	27,960	31.6	5,219	27.8	33,180	30.9	41,047	31.8	7,208	28.3	12,916	32.7
Technology licensing/ other	16,211	18.3	3,333	17.8	19,544	18.2	19,653	15.2	2,875	11.3	6,313	16.0
Total operating revenue	88,518	100.0	18,767	100.0	107,285	100.0	128,893	100.0	25,425	100.0	39,446	100.0

(1) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers. The impact of adopting IFRS 15 is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

Search revenue accounted for 60.4% and 51.3% of our total operating revenue in the three months ended March 31, 2017 and 2018, respectively, and accounted for 54.4%, or 50.9% on a pro forma consolidated basis, in 2016 and 52.9% in 2017 of our total operating revenue. Through revenue sharing arrangements with our search partners including Google and Yandex, we generate search revenue when our users conduct searches initiated within the URL bar, default search page or search boxes embedded in our PC and mobile browsers, or otherwise redirected to our search partners via our browser functionality.

Advertising revenue accounted for 28.3% and 32.7% of our total operating revenue in the three months ended March 31, 2017 and 2018, respectively, and accounted for 27.8%, or 30.9% on a pro forma consolidated basis, in 2016 and 31.8% in 2017 of our total operating revenue. We generate advertising revenue by referring traffic from our platform to e-commerce and Online Travel Agency, or OTA, partners and by selling advertisements. The fee arrangements generally include revenue sharing, cost per click or subscription revenues collected by third parties on our behalf.

Technology licensing and other revenue accounted for 11.3% and 16.0% of our total operating revenue in the three months ended March 31, 2017 and 2018, respectively, and accounted for 17.8%, or 18.2% on a pro forma consolidated basis, in 2016 and 15.2% in 2017 of our total operating revenue. We generate licenses and other revenue mainly from licensing of our proprietary compression technology and providing related maintenance, supporting and hosting services to third parties, as well as enabling customized browser configurations to mobile operators.

Geographically, our operating revenue in 2017 and the three months ended March 31, 2018 was generated primarily from monetization partners domiciled in Ireland and Russia, with no other country exceeding 10% of our total operating revenues. The table below sets forth the operating revenue by monetization partners' domiciled country, both in absolute amount and as a percentage of total operating

revenue for the periods indicated. The breakdown of operating revenue by country reflects the country of domicile for our direct source of revenues from our monetization partners which is not necessarily an indication of where user activities occur because the end users are located worldwide.

	2016						2017					
	Predecessor for the period from January 1, 2016 to November 3, 2016	% of total operating revenue	Successor Group from inception on July 26, 2016 to December 31, 2016	% of total operating revenue	Unaudited pro forma consolidated Group for the year ended December 31, 2016	% of total operating revenue	Successor Group for the year ended December 31, 2017	% of total operating revenue	Successor Group for the three months ended March 31,			
									2017	% of total operating revenue	2018[1]	% of total operating revenue
	(US$ in thousands, except for percentages)											
Ireland	32,730	37.0	9,310	49.6	42,041	39.2	63,152	49.0	12,307	48.3	20,188	51.2
Russia	13,883	15.7	2,868	15.3	16,751	15.6	18,251	14.2	4,608	18.1	4,227	10.7
Other	41,904	47.3	6,589	35.1	48,494	45.2	47,490	36.8	8,560	33.6	15,031	38.1
Total operating revenue	88,518	100.0	18,767	100.0	107,285	100.0	128,893	100.0	25,475	100.0	39,446	100.0

(1) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers. The impact of adopting IFRS 15 is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

The table below sets forth operating revenue across the five most recent fiscal quarters.

	For the three months ended									
	March 31, 2017	% of total operating revenue	June 30, 2017	% of total operating revenue	September 30, 2017	% of total operating revenue	December 31, 2017	% of total operating revenue	March 31, 2018	% of total operating revenue
	(US$ in thousands, except for percentages)									
Operating revenue:										
Search	15,392	60.4	15,670	59.2	17,034	44.8	20,095	51.7	20,217	51.3
Advertising	7,208	28.3	8,410	31.7	11,190	29.4	14,239	36.6	12,916	32.7
Technology licensing/ other	2,875	11.3	2,411	9.1	9,833	25.8	4,535	11.7	6,313	16.0
Total operating revenue	25,475	100.0	26,491	100.0	38,057	100.0	38,869	100.0	39,446	100.0

During the three months ended March 31, June 30, September 30 and December 31, 2017 and the three months ended March 31, 2018, our operating revenue was US$25.5 million, US$26.5 million, US$38.1 million, US$38.9 million and US$39.4 million, respectively. Our search revenue steadily increased each quarter throughout the period. Advertising revenue increased throughout each quarter in 2017. The first quarter of 2018 represented a slight decline relative to the fourth quarter of 2017 due to seasonality, however was up 79.2% relative to the first quarter of 2017. Technology licensing and other revenue peaked in the third quarter of 2017 due to a software delivery, then increased again from the fourth quarter of 2017 to the first quarter of 2018.

Other Income

In 2017, we entered into a set of agreements with a customer that included a sale of intellectual property, perpetual licensing of other technology, and certain time-restricted hosting services. The licensed technology was in part procured for licensing from a third party. The sale of intellectual property, net of associated costs amounted to US$5.5 million and was recognized as other income. Proceeds allocated to the licensing of our own intellectual property as well as hosting services is recognized as technology licensing and other revenues under our operating revenue.

Operating Expenses

We categorize our operating expenses into (i) payouts to publishers and monetization partners, (ii) personnel expenses including share-based remuneration, (iii) depreciation and amortization, (iv) other operating expenses and (v) restructuring costs. The table below sets forth our operating expenses, both in absolute amount and as a percentage of total operating revenue, for the periods indicated.

	2016						2017					
	Predecessor for the period from January 1, 2016 to November 3, 2016	% of total operating revenue	Successor Group from inception on July 26, 2016 to December 31, 2016	% of total operating revenue	Unaudited pro forma consolidated Group for the year ended December 31, 2016	% of total operating revenue[3]	Successor Group for the year ended December 31, 2017	% of total operating revenue	Successor Group for the three months ended March 31,			
									2017	% of total operating revenue	2018[4]	% of total operating revenue
	(US$ in thousands, except for percentages)											
Payouts to publishers and monetization partners	638	0.7	469	2.5	1,107	1.0	1,303	1.0	104	0.4	678	1.7
Personnel expenses including share-based remuneration	35,493	40.1	5,972	31.8	41,465	38.6	44,315	34.4	8,726	34.3	11,110	28.2
Depreciation and amortization	9,586	10.8	3,082	16.4	16,712[1]	15.6	16,604	12.9	3,802	14.9	3,388	8.6
Other operating expenses	42,486	48.0	19,032	101.4	55,418[2]	51.7	58,652	45.5	10,311	40.5	14,493	36.7
Restructuring costs	3,911	4.4	—	—	3,911	3.6	3,240	2.5	1,741	6.8	—	—
Total operating expenses	92,113	104.1	28,555	152.2	118,613	110.6	124,114	96.3	24,683	96.9	29,669	75.2

(1) Including a pro forma adjustment of amortization expenses of US$4.0 million. See "—Unaudited Pro Forma Consolidated Financial Information."

(2) Including a pro forma adjustment of non-recurring transaction costs of US$6.1 million. See "—Unaudited Pro Forma Consolidated Financial Information."

(3) Calculated based on consolidated pro forma operating revenues for the year ended December 31, 2016 of US$107,285 thousand.

(4) Effective January 1, 2018, the Group adopted IFRS 9 Financial Instruments. The impact of adopting IFRS 9 is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

Payouts to Publishers and Monetization Partners

Our payouts to publishers and monetization partners primarily comprise publisher costs and costs of any platform or collection service used to facilitate subscription services where we are the principal of the transaction, which typically consist of fees based upon a percentage of relevant revenues, such as publishers providing content in which we deliver mobile advertisements or operators facilitating payments of Opera branded services. We expect our publisher and revenue share cost to increase in absolute amounts and relative to revenues in the foreseeable future due to the anticipated growth of our business and increasing exposure to content monetization.

Personnel Expenses including Share-based Remuneration

Our personnel expenses including share-based remuneration primarily consist of salaries and bonuses with applicable social security costs, external temporary hire cost, defined-contribution pension cost and

other personnel related expenses, as well as share-based remuneration, including related social security costs, related to our employee share incentive plan adopted in 2017. Personnel expenses are net of capitalized development expenses, which amounted to US$0.3 million in 2016, or US$1.9 million on a pro forma consolidated basis, including US$1.6 million capitalized in the period from January 1, 2016 to November 3, 2016, US$3.5 million in 2017 and US$1.0 million for the three months ended March 31, 2018. Capitalized development expenses in 2017 related mainly to the development of Opera News. We expect our personnel expenses to increase in absolute amounts in the foreseeable future due to the anticipated growth of business and expansion of our global operations, as well as periodic salary adjustments. For details of our share incentive plan, see "—Critical Accounting Policies—Share-based payment." The table below sets forth the breakdown of our personnel expenses, both in absolute amount and as a percentage of total operating revenue for the periods indicated.

	2016						2017					
	Predecessor for the period from January 1, 2016 to November 3, 2016	% of total operating revenue	Successor Group from inception on July 26, 2016 to December 31, 2016	% of total operating revenue	Unaudited pro forma consolidated Group for the year ended December 31, 2016	% of total operating revenue[1]	Successor Group for the year ended December 31, 2017	% of total operating revenue	Successor Group for the three months ended March 31,			
									2017	% of total operating revenue	2018	% of total operating revenue
	(US$ in thousands, except for percentages)											
Personnel expenses excluding share-based remuneration	34,579	39.1	5,972	31.8	40,551	37.8	34,819	27.0	8,726	34.3	8,661	22.0
Share-based remuneration, including related social security costs	914	1.0	—	—	914	0.9	9,496	7.4	—	0.0	2,449	6.2
Total	35,493	40.1	5,972	31.8	41,465	38.6	44,315	34.4	8,726	34.3	11,110	28.2

(1) Calculated based on consolidated pro forma operating revenues for the year ended December 31, 2016 of US$107.3 million.

Other Operating Expenses

Our other operating expenses primarily consists of marketing and distribution expenses, which includes payments to distribution partners; hosting expenses; professional advisory service fees; software license fees, rent and other office expenses and travel expenses. We expect our other operating expenses to increase in absolute amounts in the foreseeable future due to anticipated growth of our business as well as accounting, insurance, investor relations and other public company costs. The table below sets forth the breakdown of our other operating expenses, both in absolute amount and as a percentage of total operating revenue for the periods indicated.

	2016						2017					
	Predecessor for the period from January 1, 2016 to November 3, 2016	% of total operating revenue	Successor Group from inception on July 26, 2016 to December 31, 2016	% of total operating revenue	Unaudited pro forma consolidated Group for the year ended December 31, 2016	% of total operating revenue[2]	Successor Group for the year ended December 31, 2017	% of total operating revenue	Successor Group for the three months ended March 31, 2017	% of total operating revenue	2018[3]	% of total operating revenue
	(US$ in thousands, except for percentages)											
Marketing and distribution	22,550	25.5	7,980	42.5	30,530	28.5	30,971	24.0	3,691	14.5	7,338	18.6
Hosting	7,894	8.9	2,215	11.8	10,109	9.4	12,105	9.4	3,291	12.9	2,618	6.6
Audit, legal and other advisory services	1,577	1.8	6,359	33.9	1,836[1]	1.7	3,529	2.7	698	2.7	2,248	5.7
Software license fees	1,068	1.2	253	1.3	1,320	1.2	1,346	1.0	464	1.8	200	0.5
Rent and other office expenses	3,407	3.8	545	2.9	3,952	3.7	4,304	3.3	838	3.3	1,122	2.8
Travel	1,880	2.1	983	5.2	2,862	2.7	1,775	1.4	472	1.9	520	1.3
Other	4,110	4.6	698	3.7	4,808	4.5	4,622	3.6	856	3.4	448	1.1
Total other operating expenses	42,486	48.0	19,032	101.4	55,418	51.7	58,652	45.5	10,311	40.5	14,493	36.7

(1) Including a pro forma adjustment of US$6.1 million. See "—Unaudited Pro Forma Consolidated Financial Information."

(2) Calculated based on consolidated pro forma operating revenues for the year ended December 31, 2016 of US$107.3 million.

(3) Effective January 1, 2018, the Group adopted IFRS 9 Financial Instruments. The impact of adopting IFRS 9 is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

Restructuring Costs

Our restructuring costs mainly consist of severance payments to former employees and reductions of office space, with certain associated legal fees. Our restructuring (including the restructuring within the Predecessor period) represents a streamlining of our business carried out over a limited time-period.

Taxation

Norway

As most of our activities are consolidated in Norway, the starting point of reconciliation of effective tax rate is the applicable tax rate in Norway, which was 25.0% in 2016 and 24.0% in 2017. The applicable tax rate in Norway in 2018 is 23.0%.

Ireland

Opera Software Ireland Limited, our subsidiary incorporated and tax resident in Ireland, is subject to Irish corporation tax on any worldwide profits or chargeable capital gains (subject to any available reliefs). The standard rate of corporation tax on Irish trading profits is 12.5%. To benefit from this rate, companies must derive income from a trade that is actively carried on in Ireland. A rate of 25% applies to non-trading (for example, rental income and royalty income) and foreign-source income. An Irish resident company will, subject to any exemptions that are available, pay tax on any gains it realizes on the disposal of its capital assets at an effective rate of 33%.

Cayman Islands

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty.

There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of, the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on dividend payments.

Hong Kong

Kunhoo Software Limited, our subsidiary incorporated in Hong Kong, is subject to 16.5% Hong Kong profit tax on its taxable income generated from operations in Hong Kong. Under Hong Kong tax laws, we are exempted from the Hong Kong income tax on our foreign-derived income. In addition, payments of dividends from our Hong Kong subsidiary to us are not subject to any Hong Kong withholding tax.

Results of Operations

The following table sets forth a summary of our consolidated statements of operations for both the Group and the Predecessor, as well as pro forma consolidated results giving effect to the acquisition of Opera Software AS by the Group as if the acquisition had occurred as of January 1, 2016, for the periods indicated, in absolute amounts and as percentages of total operating revenue during the period. This information should be read together with our consolidated financial statements and related notes included elsewhere in this prospectus. The operating results in any period are not necessarily indicative of the results that may be expected for any future period.

	2016						2017					
	Predecessor for the period from January 1, 2016 to November 3, 2016	% of total operating revenue	Successor Group from inception on July 26, 2016 to December 31, 2016	% of total operating revenue	Unaudited pro forma consolidated Group for the year ended December 31, 2016	% of total operating revenue	Successor Group for the year ended December 31, 2017	% of total operating revenue	Successor Group for the three months ended March 31, 2017	% of total operating revenue	2018[4]	% of total operating revenue
	(US$ in thousands, except for percentages)											
Operating revenue and other income:												
Operating revenue	88,518	100.0	18,767	100.0	107,285	100.0	128,893	100.0	25,475	100.0	39,446	100.0
Other income	—	—	—	—	—	—	5,460	N/A	—	—	—	—
Operating expenses:												
Payouts to publishers and monetization partners	(638)	(0.7)	(469)	(2.5)	(1,107)	(1.0)	(1,303)	(1.0)	(104)	(0.4)	(678)	(1.7)
Personnel expenses including share-based remuneration	(35,493)	(40.1)	(5,972)	(31.8)	(41,465)	(38.6)	(44,315)	(34.4)	(8,726)	(34.3)	(11,110)	(28.2)
Depreciation and amortization	(9,586)	(10.8)	(3,082)	(16.4)	(16,712)[1]	(15.6)	(16,604)	(12.9)	(3,802)	(14.9)	(3,388)	(8.6)
Other operating expenses	(42,486)	(48.0)	(19,032)	(101.4)	(55,418)[2]	(51.7)	(58,652)	(45.5)	(10,311)	(40.5)	(14,493)	(36.7)
Restructuring costs	(3,911)	(4.4)	—	—	(3,911)	(3.6)	(3,240)	(2.5)	(1,741)	(6.8)	—	—
Total operating expenses	(92,113)	(104.1)	(28,555)	(152.2)	(118,613)	(110.6)	(124,114)	(96.3)	(24,683)	(96.9)	(29,669)	(75.2)
Operating profit (loss)	(3,595)	(4.1)	(9,788)	(52.2)	(11,328)	(10.6)	10,239	7.9	792	3.1	9,776	24.8
Income (loss) from associates and joint ventures:												
Share of net income (loss) of associates and joint ventures	(2,664)	(3.0)	(237)	(1.3)	(2,901)	(2.7)	(1,670)	(1.3)	(356)	(1.4)	(1,009)	(2.6)
Net financial income (loss):												
Financial income	—	—	37	0.2	37	—*	1,054	0.8	13	0.1	95	0.2
Financial expense	(1,378)	(1.6)	(24)	(0.1)	(1,402)	(1.3)	(238)	(0.2)	(62)	(0.2)	(34)	(0.1)
Net foreign exchange gains (losses)	(1,212)	(1.4)	212	1.1	(1,000)	(0.9)	(1,881)	(1.5)	(315)	(1.2)	81	0.2
Total net financial income (loss)	(2,590)	(2.9)	225	1.2	(2,365)	(2.2)	(1,065)	(0.8)	(364)	(1.4)	142	0.4
Net income (loss) before income taxes	(8,849)	(10.0)	(9,800)	(52.2)	(16,594)	(15.5)	7,504	5.8	73	0.3	8,909	22.6
Income tax (expense) benefit	743	0.8	2,096	11.2	3,850[3]	3.6	(1,440)	(1.1)	(241)	(0.9)	(2,289)	(5.8)
Net income (loss)	(8,106)	(9.2)	(7,704)	(41.1)	(12,744)	(11.9)	6,064	4.7	(168)	(0.7)	6,619	16.8

* Less than 0.1%.

(1) Including a pro forma adjustment of amortization expenses of US$4.0 million. See "—Unaudited Pro Forma Consolidated Financial Information."

(2) Including a pro forma adjustment of non-recurring transaction costs of US$6.1 million. See "—Unaudited Pro Forma Consolidated Financial Information."

(3) Including a pro forma adjustment of income tax benefit of US$1.0 million. See "—Unaudited Pro Forma Consolidated Financial Information."

(4) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers and IFRS 9 Financial Instruments. The impact of adopting these standards is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

Three Months Ended March 31, 2018 Compared to Three Months Ended March 31, 2017

Operating Revenue and Other Income

We had operating revenue of US$39.4 million in the three months ended March 31, 2018, compared to US$25.5 million for the same period in 2017, marking an increase of 54.8%. This increase was driven by growth across all our revenue categories.

- *Search Revenue.* Our search revenue increased to US$20.2 million in the three months ended March 31, 2018 from US$15.4 million for the same period in 2017, representing an increase of 31.3%. The increase was driven by both our user growth over the period, resulting in a larger number of search queries, and by an increase in our average revenue per qualified search following improved monetization by our search partners. Our collaboration with search partners to enhance the mobile search experience for many of our users by enabling richer landing pages that also featured more high-end advertisements was a key component to the improved per-search monetization.

- *Advertising Revenue.* Our advertising revenue increased to US$12.9 million in the three months ended March 31, 2018 from US$7.2 million for the same period in 2017, representing an increase of 79.2%. The most dramatic impact came with the introduction of the Opera News service in our mobile browsers in 2017, opening up additional volumes of advertising inventory and supporting longer session times, ultimately resulting in rapid revenue growth on industry-standard mobile ad units. Further, price factors such as growth in markets with high average revenue per user, or high-ARPU markets, such as Europe and the United States for the PC user base and closer collaboration with our e-commerce partners to improve conversion rates represented favorable factors towards our overall growth in advertising revenue.

- *Technology Licensing and Other Revenue.* Our technology licensing and other revenue increased to US$6.3 million in the three months ended March 31, 2018 from US$2.9 million for the same period in 2017, representing an increase of 119.6%. Technology licensing and other revenue tends to be volatile on a quarterly level given the nature of this revenue category.

Operating Expenses

We had total operating expenses of US$29.7 million in the three months ended March 31, 2018, compared to US$24.7 million for the same period in 2017. Our total operating expenses as a percentage of total operating revenue decreased to 75.2% in the three months ended March 31, 2018 from 96.9% for the same period in 2017.

Payouts to Publisher and Monetization Partners

Our payouts to publisher and monetization partners amounted to US$0.7 million in the three months ended March 31, 2018 and US$0.1 million for the same period in 2017.

Personnel Expenses including Share-Based Remuneration

Our personnel expenses including share-based remuneration increased to US$11.1 million in the three months ended March 31, 2018 from US$8.7 million for the same period in 2017, representing an increase of 27.3%. The increase was attributable to an increase in share-based remuneration to US$2.4 million in the three months ended March 31, 2018 from nil (US$0) for the same period in 2017, whereas the personnel expenses excluding share-based remuneration was stable at US$8.7 million in both the three months ended March 31, 2017 and 2018.

Depreciation and Amortization

Our depreciation and amortization of US$3.4 million in the three months ended March 31, 2018, compared to US$3.8 million for the same period in 2017, representing a decrease of 10.2%. Depreciation and amortization largely related to equipment, as well as intangible assets including technology and customer relationships.

Other Operating Expenses

Our other operating expenses increased to US$14.5 million in the three months ended March 31, 2018 from US$10.3 million for the same period in 2017, representing an increase of 40.6%. The US$4.2 million increase primarily consisted of US$3.6 million increased marketing and distribution expenses as our business expanded, as well as an increase of US$1.6 million in audit, legal and other advisory services largely driven by our preparations for this offering, partially offset by a decrease in hosting costs by 20.4% or US$0.7 million.

Operating Profit

As a result of the foregoing, we recorded an operating profit of US$9.8 million in the three months ended March 31, 2018, representing an operating margin of 24.8% and an increase of 1,133.7% from US$0.8 million for the same period in 2017.

Loss from Associates and Joint Ventures

Our loss from associates and joint ventures was US$1.0 million in the three months ended March 31, 2018, and US$0.4 million for the same period in 2017. Our loss in the three months ended March 31, 2018 was related to the net loss from our investment in investments in two joint ventures, nHorizon Innovation (Beijing) Software Ltd. and Powerbets Holding Limited, and an associate, Opay Digital Services Limited. Our loss from associates and joint ventures in the three months ended March 31, 2017 was related to the net loss from our investment in one joint venture, nHorizon Innovation (Beijing) Software Ltd.

Net Financial Income (Expenses)

We recorded total net financial income of US$0.1 million in the three months ended March 31, 2018, caused by financial income of US$95,000 and foreign exchange gains of US$81,000, which was partially offset by financial expense of US$34,000 for the same period. We recorded a net financial loss of US$0.4 million in the three months ended March 31, 2017, or 1.4% of our operating revenue, caused by foreign exchange losses of US$0.3 million and financial expense of US$62,000, which were partially offset by net financial income of US$13,000.

Income Tax Expenses

We recorded an income tax expense of US$2.3 million in the three months ended March 31, 2018. The effective tax rate, expressed as the percentage of income tax expenses to net income before income taxes, was 25.7%, due to non-taxable losses from associates and joint ventures, and the recognized equity cost of our restricted share unit program. In the three months ended March 31, 2017, we recorded an income tax expense of US$0.2 million.

Net Income (Loss) for the Year

As a result of the foregoing, we incurred net income of US$6.6 million in the three months ended March 31, 2018, and recorded a net loss of US$0.2 million for the same period in 2017.

Year Ended December 31, 2017 Compared to Year Ended December 31, 2016

Operating Revenue and Other Income

We had operating revenue of US$128.9 million in 2017, compared to US$18.8 million in 2016, or US$107.3 million on a pro forma consolidated basis, marking an increase of 20.1% on a pro forma consolidated basis. This increase was driven by both search and advertising revenue.

- *Search Revenue*. Our search revenue increased to US$68.2 million in 2017 from US$10.2 million in 2016, or US$54.6 million in 2016 on a pro forma consolidated basis, representing an increase of 25.0% on a pro forma consolidated basis. The increase was primarily due to an increase in our average revenue per qualified search following improved monetization by our search partners and the PC user base growth in high-ARPU such as Europe and the United States, directly affecting the monetary value of our revenue share. This trend was amplified by our collaboration with search partners to enhance the mobile search experience for many of our users by enabling richer landing pages that also featured more high-end advertisements.

- *Advertising Revenue*. Our advertising revenue increased to US$41.0 million in 2017 from US$5.2 million in 2016, or US$33.2 million in 2016 on a pro forma consolidated basis, representing an increase of 23.7% on a pro forma consolidated basis. The most dramatic impact came with the introduction of the Opera News service in our mobile browsers in 2017, opening up additional volumes of advertising inventory and supporting longer session times, ultimately resulting in rapid revenue growth on industry-standard mobile ad units. Further, price factors such as growth in high-ARPU markets such as Europe and the United States for the PC user base and closer collaboration with our e-commerce partners to improve conversion rates represented favorable factors towards our overall growth in advertising revenue.

- *Technology Licensing and Other Revenue*. Our technology licensing and other revenue increased to US$19.7 million in 2017 from US$3.3 million in 2016, or US$19.5 million in 2016 on a pro forma consolidated basis. Technology licensing and other revenue, which included US$7.0 million associated with a perpetual license agreement, remained stable in 2017, in line with our strategic decision to center our focus on our content discovery business which we believe is more scalable.

In 2017, we recorded other income of US$5.5 million. This included proceeds related to divestment of intellectual property.

Operating Expenses

We had total operating expenses of US$124.1 million in 2017, compared to US$28.6 million in 2016, or US$118.6 million on a pro forma consolidated basis. Our total operating expenses as a percentage of total operating revenue decreased to 96.3% in 2017 from 110.6% of total operating revenues of US$107.3 million in 2016 on a pro forma consolidated basis.

Payouts to Publisher and Monetization Partners

Our payouts to publisher and monetization partners amounted to US$0.5 million, or US$1.1 million on a pro forma consolidated basis, in 2016 and US$1.3 million in 2017. We expect our publisher and revenue share cost to increase in absolute amounts and relative to revenues in the foreseeable future due to the anticipated growth of our business and increasing exposure to content monetization.

Personnel Expenses including Share-Based Remuneration

Our personnel expenses including share-based remuneration increased to US$44.3 million in 2017 from US$6.0 million in 2016, or US$41.5 million in 2016 on a pro forma consolidated basis, representing an increase of 6.9% on a pro forma consolidated basis. However, within this category, share-based

remuneration increased from US$0.9 million on a pro forma consolidated basis in 2016 to US$9.5 million in 2017, whereas the personnel expenses excluding share-based remuneration decreased from US$40.6 million on a pro forma consolidated basis in 2016 to US$34.8 million in 2017, representing a decrease of 14.1% on a pro forma consolidated basis, as a result of the restructuring carried out in late 2016 and early 2017 offsetting our investment in hiring additional product development personnel.

Depreciation and Amortization

We had depreciation and amortization of US$16.6 million in 2017, compared to US$3.1 million in 2016, or US$16.7 million on a pro forma consolidated basis, representing a decrease of 0.6% on pro forma consolidated basis. Depreciation and amortization largely related to equipment, as well as intangible assets including technology and customer relationships.

Other Operating Expenses

Our other operating expenses increased to US$58.7 million in 2017 from US$19.0 million in 2016, or increased by 5.8% from US$55.4 million in 2016 on a pro forma consolidated basis. Marketing and distribution represent over half of other operating expenses, and was relatively unchanged on a pro forma consolidated basis. The pro forma increase was largely driven by an increase in hosting expenses as we expanded our business and opened new data centers in 2017, as well as an increase in audit, legal and other advisory services as we carried out our first full year of operations. Partially offsetting the above mentioned increases, we were able to reduce travel costs of US$2.9 million and other miscellaneous costs of US$4.8 million by US$1.3 million in the aggregate on a pro forma basis in 2016 compared to travel costs of US$1.8 million and other miscellaneous costs of US$4.6 million in 2017.

Operating Profit (loss)

As a result of the foregoing, we recorded an operating profit of US$10.2 million in 2017, representing an operating margin of 7.9%. We recorded an operating loss of US$9.8 million in 2016, or a loss of US$11.3 million on a pro forma consolidated basis.

Loss from Associates and Joint Ventures

Our loss from associates and joint ventures was US$0.2 million in 2016, or US$2.9 million on a pro forma consolidated basis, and US$1.7 million in 2017. Our loss in 2016 was related to the net loss from our investment in one joint venture, nHorizon Innovation (Beijing) Software Ltd. Our loss from associates and joint ventures in 2017 was related to the net loss from our investments in two joint ventures, nHorizon Innovation (Beijing) Software Ltd. and Powerbets Holding Limited, and an associate, Opay Digital Services Limited.

Net Financial Income (Expenses)

We recorded total net financial income of US$0.2 million in 2016, caused by foreign exchange gains of the same amount. We recorded a net financial loss of US$2.4 million in 2016 on a pro forma consolidated basis, or 2.2% of our operating revenue of US$107.3 million on a pro forma consolidated basis, caused by financial expense of US$1.4 million and foreign exchange losses of US$1.0 million. We recorded net financial loss of US$1.1 million in 2017, or 0.8% of our operating revenue, driven by net foreign exchange losses of US$1.9 million and financial expenses of US$0.2 million, which were partially offset by net financial income of US$1.1 million predominantly from a change in the estimated fair value of a variable liability to Otello Corporation ASA.

Income Tax Benefit (Expenses)

We recorded an income tax benefit of US$2.1 million in 2016. We recorded an income tax benefit of US$3.9 million in 2016 on a pro forma consolidated basis, primarily because the Group as a whole did not

generate profit in 2016 and based upon our expectation that future taxable income will be sufficient to enable us to utilize the corresponding deferred tax asset. The tax benefit in 2016 was also impacted by a change in the Norwegian statutory tax rate from 25% to 24% in December 2016 which reduced net deferred tax liabilities at December 31, 2016. We recorded income tax expense of US$1.4 million in 2017, and the effective tax rate in 2017, as the percentage of income tax expenses to net income before income taxes, was 19.2% due to non-taxable currency effects, other gains and the impact of the reduction in the Norwegian statutory tax rate from 24% to 23% in December 2017, which reduced net deferred tax liabilities at December 31, 2017, offset by the non-recognition of certain deferred tax assets.

Net Income (Loss) for the Year

As a result of the foregoing, we incurred a net loss of US$7.7 million in 2016, or a net loss of US$12.7 million in 2016 on a pro forma consolidated basis, and recorded a net income of US$6.1 million for 2017.

Non-IFRS Financial Measures

To supplement our consolidated financial statements, which are prepared and presented in accordance with IFRS, we use adjusted EBITDA and adjusted net income (loss), both non-IFRS financial measures, as described below, to understand and evaluate our core operating performance. These non-IFRS financial measures, which may differ from similarly titled measures used by other companies, are presented to enhance investors' overall understanding of our financial performance and should not be considered a substitute for, or superior to, the financial information prepared and presented in accordance with IFRS.

We define adjusted EBITDA as net income (loss) excluding income tax expense (benefit), total net financial loss (income), share of net loss (income) of associates and joint ventures, restructuring costs, depreciation and amortization, share-based remuneration less other income. We define adjusted net income (loss) as net income (loss) excluding share-based remuneration and amortization cost related to intangible assets recognized in the Opera Software AS acquisition, adjusted for the associated deferred income tax benefit related to deductible social security cost and deferred taxes on such amortization of intangible assets. We believe that adjusted EBITDA and adjusted net income (loss) provide useful information to investors and others in understanding and evaluating our operating results. These non-IFRS financial measures adjust for the impact of items that we do not consider indicative of the operational performance of our business. While we believe that these non-IFRS financial measures are useful in evaluating our business, this information should be considered as supplemental in nature and is not meant as a substitute for the related financial information prepared and presented in accordance with IFRS.

The following tables present reconciliations of adjusted EBITDA and adjusted net income (loss) to net income (loss), the most directly comparable IFRS financial measures, for the periods indicated.

	2016			2017		
	Predecessor for the period from January 1, 2016 to November 3, 2016	Successor Group from inception on July 26, 2016 to December 31, 2016	Unaudited pro forma consolidated Group for the year ended December 31, 2016[1]	Successor Group for the year ended December 31, 2017	Successor Group for the three months ended March 31, 2017	Successor Group for the three months ended March 31, 2018[5]
	(US$ in thousands)					
Reconciliation of net income (loss) to adjusted EBITDA						
Net income (loss)	(8,106)	(7,704)	(12,744)	6,064	(168)	6,619
Add: Income tax expense (benefit)	(743)	(2,096)	(3,850)	1,440	241	2,289
Add: Total net financial loss (income)	2,590	(225)	2,365	1,065	364	(142)
Add: Share of net loss (income) of associates and joint ventures	2,664	237	2,901	1,670	356	1,009
Add: Restructuring costs[2]	3,911	—	3,911	3,240	1,741	—
Add: Depreciation and amortization	9,586	3,082	16,712	16,604	3,802	3,388
Add: Share-based remuneration	914	—	914	9,496	—	2,449
Less: Other income[3]	—	—	—	(5,460)	—	—
Adjusted EBITDA	10,816	(6,706)	10,210	34,119	6,335	15,613
Reconciliation of net income (loss) to adjusted net income						
Net income (loss)	(8,106)	(7,704)	(12,744)	6,064	(168)	6,619
Add: Share-based remuneration	914	—	914	9,496	—	2,449
Add: Opera acquisition amortization	—	853	5,120	5,120	1,280	1,280
Income tax adjustment[4]	(37)	(1,413)	(2,516)	(2,884)	(332)	(478)
Adjusted net income (loss)	(7,229)	(8,264)	(9,226)	17,796	780	9,870

(1) Including pro form adjustments. See "—Unaudited Pro Forma Consolidated Financial Information."

(2) Restructuring costs in 2016 and 2017 mainly consist of severance payments to former employees and reductions of office space, with certain associated legal fees. Such costs are not recurring in nature.

(3) Other income in 2017 was related to a sale of intellectual property and related costs, and not related to our ordinary business activities.

(4) Reversal of the income tax benefit related to the social security cost component of share-based remuneration, and deferred taxes on the amortization of intangible assets recognized in the acquisition of Opera Software AS.

(5) Effective January 1, 2018, the Group adopted IFRS 15 Revenue from Contracts with Customers and IFRS 9 Financial Instruments. The impact of adopting these standards is described in Note 2 of the unaudited condensed interim consolidated financial statements included elsewhere in this prospectus.

Liquidity and Capital Resources

Our principal sources of liquidity have been cash generated from operating activities. As of December 31, 2016 and 2017, and March 31, 2018, we had US$34.2 million, US$33.2 million and US$39.3 million, respectively, in cash and cash equivalents. Cash and cash equivalents consist of cash on hand, checking and demand deposits, cash equivalents and restricted cash. Our cash and cash equivalents are primarily denominated in U.S. Dollars, with limited amounts held in Euro, Norwegian Krone and other

local currencies of the markets where we operate. We intend to finance our future working capital requirements and capital expenditures from cash generated from operating activities, as well as funds raised from financing activities, including the net proceeds we will receive from this offering. We believe that our current available cash and cash equivalents will be sufficient to meet our working capital requirements and capital expenditures in the ordinary course of business for the next 12 months, although additional cash may enable us to seize opportunities to accelerate growth.

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

	Successor Group from Inception on July 26, 2016 to December 31, 2016	Successor Group for the Year Ended December 31, 2017	Successor Group for the three months ended March 31, 2017	Successor Group for the three months ended March 31, 2018
		(US$ in thousands)		
Summary Consolidated Cash Flow Data:				
Net cash provided by operating activities	1,697	11,653	(11,268)	4,137
Net cash provided by/(used in) investing activities	25,538	(3,305)	4,673	2,451
Net cash provided by/(used in) financing activities	6,946	(10,031)	(4,626)	(1,050)
Net increase (decrease) in cash and cash equivalents	34,181	(1,683)	(11,221)	5,538
Cash and cash equivalents at beginning of the year/period	—	34,181	34,181	33,207
Effects of exchange rate change on cash and cash equivalents	—	709	167	555
Cash and cash equivalents at end of the year/period	34,181	33,207	23,126	39,300

Operating Activities

Net cash provided by operating activities was US$4.1 million in the three months ended March 31, 2018. This amount primarily represents net income before income taxes of US$8.9 million and adjustments for depreciation and amortization of US$3.4 million, share of losses of associates and joint ventures of US$1.0 million and equity cost of share-based remuneration of US$1.4 million. These were partially offset by an increase in accounts and other receivables of US$5.9 million, a US$2.7 million reduction in other liabilities (largely annual bonuses for 2017) and income taxes paid of US$0.9 million.

Net cash provided by operating activities was US$11.7 million in 2017. This amount primarily represents net income before income taxes of US$7.5 million, adjustments for depreciation and amortization of US$16.6 million and equity cost of share-based remuneration of US$7.0 million, partially offset by a decrease in trade and other payables of US$8.5 million (of which US$4.7 million relates to payment of transaction costs associated with the acquisition of the Predecessor) and net gain from disposals of equipment and intangible assets of US$5.5 million, relating to a sale of intellectual property.

Net cash provided by operating activities for the Successor was US$1.7 million from our inception on July 26, 2016 to December 31, 2016. This amount primarily represents an increase in accounts and other payables of US$11.9 million and an adjustment for depreciation and amortization of US$3.1 million, partially offset by our loss before tax of US$9.8 million and an increase in accounts and other receivables of US$3.9 million.

Investing Activities

Net cash provided by investing activities was US$2.5 million in the three months ended March 31, 2018, which was primarily attributable to the release of US$2.5 million held in escrow to secure loans to

nHorizon Innovation (Beijing) Software Ltd., a joint venture of ours, and a cash settlement related to the Opera Software AS acquisition of $2.9 million, partially offset by purchases of equipment of US$1.3 million, capitalized development costs of US$1.0 million and investments in, and loans to associates and joint ventures of US$0.7 million.

Net cash used in investing activities was US$3.3 million in 2017, which was primarily attributable to US$6.9 million of investments and loans to joint ventures and associates, purchase of equipment of US$3.5 million and capitalized development costs of US$3.5 million, partially offset by proceeds from sales of equipment and intangibles of US$5.7 million, and the release of US$5.4 million held in escrow to secure loans to nHorizon Innovation (Beijing) Software Ltd., a joint venture of ours.

Net cash provided by investing activities for the Successor was US$25.5 million from our inception on July 26, 2016 to December 31, 2016, which was primarily attributable to cash acquired from the acquisition of the Predecessor of US$31.7 million, less investments in nHorizon Innovation (Beijing) Software Ltd. of US$5.5 million.

Financing Activities

Net cash used in financing activities was US$1.1 million in the three months ended March 31, 2018, which was attributable to payment of finance lease liabilities of US$0.7 million related to certain financial leases to host our servers and repayments of loans and borrowings of US$0.4 million related to the server financing loan from Dell Bank International d.a.c.

Net cash used in financing activities was US$10.0 million in 2017, which was attributable to payment of finance lease liabilities of US$5.7 million related to certain financial leases to host our servers and repayments of loans and borrowings of US$4.4 million related to the server financing loan from Dell Bank International d.a.c.

Net cash provided by financing activities was US$6.9 million from our inception on July 26, 2016 to December 31, 2016, which was primarily attributable to proceeds from loans and borrowings of US$5.5 million related to a short-term loan from Otello Corporation ASA and proceeds from investors of US$1.6 million.

The cash used in the purchase of Opera Software AS is not presented in the Group’s consolidated statements of cash flows as it was funded directly by our members and assigned to the Group.

Capital Expenditures

We made capital expenditures for the Successor of US$0.6 million from our inception from July 26, 2016 to December 31, 2016, US$7.0 million for the year ended December 31, 2017 and US$2.4 million in the three months ended March 31, 2018. In these periods, our capital expenditures were used for purchase of equipment and capitalized development cost.

Contractual Obligations

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

	Payment Due by Period			
	Total	Less Than 1 Year	1 – 5 Years	More than 5 Years
	(US$ in thousands)			
Long-term debt obligations	3,767	—	3,767	—
Operating lease obligations	10,589	3,250	6,702	638
Finance lease liabilities[(1)]	2,339	2,073	265	—
Total contractual commitments	16,695	5,324	10,734	638

(1) Represents leases of server equipment for hosting purposes under several financial leases, some of which provide the option for us to buy the equipment at the end of the leasing period. We frequently exercise the option to buy the equipment at the end of the leases. In addition, minimum lease payments made under finance leases are apportioned between finance expense and the reduction of the outstanding liability. The finance expense is allocated to each period during the lease term so as to produce a constant periodic rate of interest on the remaining balance of the liability.

In January 2017, we made a guarantee in favor of Dell Bank International d.a.c. as security for any and all present and future financial lease liabilities of our subsidiaries as the lessee of servers to Dell Financial Services owing from time to time. This guarantee is (i) limited to a principal amount of approximately US$14.6 million, with the addition of any interests, costs and/or expenses accruing on the liabilities and/or as a result of the lessee's non-fulfilment of the liabilities; (ii) independent and separate from the obligations of the lessee; and (iii) valid for ten years from January 17, 2017.

Other than those shown above, we did not have any significant capital and other commitments, long-term obligations, or guarantees as of December 31, 2017.

Internal Control over Financial Reporting

Prior to this offering, we were a private company with limited accounting personnel and other resources to address our internal control over financial reporting. In connection with the audit of the consolidated financial statements of Kunhoo Software LLC and its subsidiaries as of December 31, 2017 and 2016 (Successor), and for the year ended December 31, 2017 (Successor), for the period from July 26, 2016 to December 31, 2016 (Successor), and for the period from January 1, 2016 to November 3, 2016 (Predecessor), we and our independent registered public accounting firm identified two material weaknesses. 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 two identified material weaknesses arose from our (a) lack of a sufficient number of qualified resources with IFRS, external financial reporting and internal controls expertise and (b) lack of formalized policies and procedures to ensure that significant and unusual transactions and other transactions are sufficiently analyzed and assessed against the requirements of IFRS, including the preparation and review of contemporaneous documentation. Neither we nor our independent registered public accounting firm undertook a comprehensive assessment of our internal control over financial reporting under the Sarbanes-Oxley Act for purposes of identifying and reporting any weakness in our internal control over financial reporting, as we and they will be required to do so once we become a public company. Had we performed a formal assessment of our internal control over financial reporting or had our independent registered public accounting firm performed an audit of our internal control over financial reporting, additional control deficiencies may have been identified.

To remedy our identified material weaknesses, we are in the process of adopting several measures that will improve our internal control over financial reporting, including: (i) recruiting additional experienced personnel with relevant past experience working on IFRS and SEC reporting; (ii) establishing a comprehensive accounting policies and procedures manual and providing internal training to accounting and finance personnel in relation to policies and procedures; and (iii) establishing comprehensive policies and procedures for related accounting system activities.

We expect to complete the measures above as soon as practicable and we will continue to implement measures to remedy our internal control deficiencies in order to meet the deadline imposed under Section 404 of the Sarbanes-Oxley Act. The process of designing and implementing an effective financial reporting system is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain a financial reporting system that is adequate to satisfy our reporting obligations. If we fail to develop or maintain an effective system of internal controls over our financial reporting, we may not be able to accurately report our financial results, prevent fraud or meet our reporting obligations. As a result, investor confidence and the market price of our shares may be materially and adversely affected. See “Risk Factors—Risks Related to Our Business and Industry—Material weaknesses in our internal control over financial reporting have been identified, and if we fail to implement and maintain effective internal control over financial reporting, we may be unable to accurately report our results of operations, meet our reporting obligations or prevent fraud.”

Critical Accounting Policies

Business Combinations, Goodwill

Business combinations are accounted for in accordance with IFRS 3 using the acquisition method. The consideration transferred for the acquisition of a subsidiary is the fair value of the assets transferred, the liabilities assumed and the equity interests issued by the Group. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair values at the acquisition date.

Goodwill is initially measured as the excess of the aggregate of the consideration transferred and the amount of non-controlling interest if any over the net identifiable assets acquired and liabilities assumed.

At the acquisition date, the Group recognizes the identifiable acquired assets, liabilities and contingent liabilities (identifiable net assets) of the subsidiaries on the basis of fair value at the acquisition date. Recognized assets and liabilities may be adjusted during a maximum of 12 months from the acquisition date, depending on new information obtained about the facts and circumstances existing at the acquisition date.

Significant assumptions used in determining allocation of fair value include the following valuation techniques: the cost approach, the income approach and the market approach which are determined based on cash flow projections and related discount rates, industry indices, market prices regarding replacement cost and comparable market transactions.

Acquisition related costs are expensed as incurred and included in the Consolidated Statement of Operations.

Impairment of Goodwill and Intangibles with Indefinite Lives

Impairment exists when the carrying value of an asset or cash generating unit exceeds its recoverable amount, which is the higher of its fair value less costs of disposal and its value in use. Determining whether goodwill is impaired requires an estimation of the recoverable amount of the cash-generating unit to which

goodwill has been allocated based on value in use under IAS 36. The value-in-use calculation, based on discounted cash flow model, requires management to estimate the future cash flows expected to arise from the cash-generating unit using a suitable discount rate. The recoverable amount is sensitive to the discount rate used for the discounted cash flow model as well as the expected future cash flows and the growth rate used for extrapolation purposes. The key assumptions used to determine the recoverable amount, including a sensitivity analysis, are disclosed and further explained in note 9 to our consolidated financial statements included elsewhere in this prospectus.

Determining the useful lives of intangible assets requires management judgement. We expect our brand of Opera, which is a trademark, with a book value of US$70.6 million as of December 31, 2016 and 2017, and as of March 31, 2018 to have an indefinite life based on its history and our plans to continue to support and develop the brand. This trademark is tested for impairment annually, and when circumstances warrant. This trademark is included in the same cash generating unit as goodwill and impairment testing is based upon the same model as described for goodwill above.

Based on our business and reporting set-up with one operating segment (Consumer Business), we have identified one single cash-generating unit.

Revenue Recognition

We have the following primary sources of revenue:

- search;
- advertising; and
- technology licensing and other.

Our main revenue recognition principles are as follows: we only recognize revenues when: (i) persuasive evidence of an arrangement exists (i.e. signed agreement), (ii) delivery of the product and/or service has occurred, (iii) revenue is fixed and determinable, and the amount of revenue can be measured reliably and (iv) collection of payment is reasonably assured.

Search

Search revenue is generated when a user conducts a qualified search using an Opera search partner, such as Google or Yandex, through the built-in combined address and search bar provided in Opera's PC and mobile browsers or when otherwise redirected to the search partner via browser functionality. We recognize search revenue in the period the qualified search occurs based upon the contractually agreed revenue share amount.

Advertising

Advertising comprises revenues from all other user-generated activities apart from search, that is, industry-standard ad units, predefined partner bookmarks, or Speed Dials, and subscriptions of various promoted services that are provided by us. Revenue is recognized when our advertising services are delivered based on the specific terms of the underlying contract, which are commonly based on revenue sharing, clicks or subscription revenues. At that time, our services have been provided, the fees charged are fixed or determinable, persuasive evidence of an arrangement exists, and collectability is reasonably assured.

Technology Licensing and Other

Technology licensing and other revenues include revenues that are not generated by our user base, such as revenues from device manufacturers and mobile communications operators. Licensing agreements may include licensing of technology, related professional services, maintenance and support, as well as hosting

services. We recognize licensing revenue at the time of delivery of software, or over the licensing period, based on the specific terms of the underlying contract. We recognize professional service revenues based on percentage of completion of a project. We generally recognize maintenance, support and hosting revenues ratably over the term these services are provided. The allocation of revenue for contracts with multiple elements is based on our estimate of stand-alone selling prices. Such estimates are based on relevant historical information that can include past contracts with fewer elements, or our typical hourly rates for professional services compared with an estimated number of hours needed. We also include revenues from operators under this category even if there often is a variable component that scales with the number of users. Such operator agreements typically contain licensing fees based on usage, hosting and support services.

Share-based Payments

On April 7, 2017, we adopted a restricted share unit plan, or the Plan, for our qualified employees, directors and officers. The Plan is considered as a share based payment program under IFRS 2.

Estimating fair value for a share-based payment transaction requires determination of the most appropriate valuation model, which depends on the terms and conditions of the grant. As a private company, we must estimate the fair value of our common equity, based on a number of factors, including recent transactions and our historical financial results and estimated trends and prospects for future financial performance. The estimate also requires determination of the most appropriate inputs to the valuation model including the expected life of the grant, volatility and dividend yield and making assumptions about them.

We are not required to cash settle any RSUs in any scenario. Only our initial investors may be required to cash settle in the event we remain a non-public company. As a result, we consider the Plan equity settled in the context of the consolidated our financials.

The Plan assumes a total number of shares of 500 million. Hence, prior to our initial public offering, each RSU grant will be adjusted based on the share ratio between Opera Limited and the Plan's assumed 500 million shares.

As of March 31, 2018, 21.5 million RSUs were outstanding, and included both service-based and performance conditions to vest. The default vesting schedule for the majority of the 2017 grants were 20%, 20%, 30%, 30% on January 1, 2018, 2019, 2020 and 2021, respectively, and one year later for the grants made in the first three months of 2018. The performance condition is satisfied on the occurrence of a qualifying event, which includes a change in control, a longstop date defined in each award agreement (initially set as November 3, 2021), or the effective date of an initial public offering. We recognize share-based remuneration using the accelerated attribution method, net of estimated forfeitures. The grant date fair value of RSUs is based on the fair value of the underlying stock on the date of grant.

The following table summarizes our equity award activity under the Plan as of March 31, 2018:

	As of March 31, 2018
Number of RSUs granted	23,548,000
Number of RSUs forfeited	(2,050,500)
Number of RSUs outstanding	21,497,500
Weighted-average remaining vesting period (years)	1.58

Fair Value of Our Restricted Share Units

We estimate the fair value of RSUs by pairing the fair value of the underlying equity interest on the date of the grant with market conditions using the Monte Carlo simulation model. The models require the input of highly subjective assumptions including the estimated expected share price volatility and the share

price upon which our employees are likely to exercise the RSUs. We historically have been a private company and lack information on our share price volatility. Therefore, we estimate our expected share price volatility based on the historical volatility of a group of similar companies that are publicly-traded. When selecting these public companies on which we have based our expected share price volatility, we selected companies with characteristics similar to us, including the invested capital's value, business model, risk profiles, position within the industry, and with historical share price information sufficient to meet the contractual life of our RSUs. We will continue to apply this process until a sufficient amount of historical information regarding the volatility of our own share price becomes available. The risk-free interest rates for the periods within the contractual life of the RSUs are based on the U.S. Treasury yield curve in effect during the period the RSUs were granted.

The assumptions we adopted to estimate the fair value of RSUs were as follows:

	Year ended December 31, 2017	Three months ended March 31, 2018
Current share price valuation (US$)	1.14	1.55
Expected volatility	37.44%	35.30%
Risk free interest rate (%)	1.61%	2.43%
Dividend yield (%)	—	—
Duration of initial simulation period (years to longstop date)	4.55	4.72
Duration of second simulation period with postponed exercise (years)	3.00	3.00
Fair value at the measurement date (US$)	0.90	1.42

Although the fair value of awards is determined based upon a grant date fair value, social security costs is accrued on the awards based upon the period end intrinsic value which requires management judgment. We recognize the intrinsic value of the social security costs related to the awards less estimated forfeitures as an expense over the vesting period in the same manner as a cash settled award. The social security cost element could be volatile if the intrinsic value fluctuates.

These assumptions represented our best estimates, but the estimates involve inherent uncertainties and the application of our judgment. As a result, if factors change and we use significantly different assumptions or estimates when valuing our RSUs, our share-based compensation expense could be materially different.

Capitalized Development Costs and Customer Relationships

Certain costs of developing new features, together with significant and pervasive improvements of core functionality, are capitalized as development costs and amortized on a straight-line, three-year basis.

Other engineering work related to research activities or ongoing product maintenance, such as "bug fixes," updates needed to comply with changes in laws and regulations, or updates needed to keep pace with the latest web trends are expensed as ordinary compensation costs in the period they are incurred.

Intangible assets related to customer relationships are recognized at cost less accumulated amortization and impairment losses and are amortized over the estimated customer relationship period up to 15 years. We evaluate customer relationships for impairment when circumstances warrant.

Income Taxes

Income tax consists of the sum of (i) current year income taxes payable plus (ii) the change in deferred taxes and liabilities, except if income taxes relate to items recognized in other comprehensive income, in which case it is recognized in other comprehensive income (loss). Income taxes include all domestic and foreign taxes, which are based on taxable profits, including withholding taxes.

Current year income taxes payable is the expected tax payable on the taxable income for the year, using tax rates enacted or substantially enacted at the year end, and any adjustment to tax payable in respect of previous years.

We recognize income taxes in the income statement except to the extent that it relates to items recognized directly in equity or in comprehensive income. We include deductions for uncertain tax positions when it is probable that the tax position will be sustained in a tax review. We record provisions relating to uncertain or disputed tax positions at the amount expected to be paid. The provision is reversed if the disputed tax position is settled in favor of us and can no longer be appealed.

Deferred tax is provided using the liability method, providing for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the reporting date.

We only recognize a deferred tax asset to the extent that it is probable that future taxable profits will allow the deferred tax asset to be realized. Recognized assets are reversed when realization is no longer probable.

See Note 24 to our consolidated financial statements included elsewhere in this prospectus for a detailed discussion.

Off-balance Sheet Commitments and Arrangements

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

Quantitative and Qualitative Disclosures about Market Risk

Foreign Currency Risk

Foreign currency risk is the risk that the fair value or future cash flows of an exposure will fluctuate because of changes in foreign exchange rates. Our exposure to the risk of changes in foreign exchange rates relates primarily to the U.S. Dollar (primary currency in which revenues are generated), relative to other currencies, mainly due to operational cost in various local currencies, including those in Norway, China, Poland and Sweden, and both revenue and cost in Euro. Our accounts receivable balances at the end of the reporting period have similar exposures. Such amounts include balances within the subsidiaries which, although eliminated from the consolidated balance sheets, will continue to contribute to foreign exchange risk exposures in the consolidated statements of operations and consolidated statements of comprehensive income. We may seek to reduce the currency risk by entering into foreign currency instruments. We did not have any currency hedging instruments as of March 31, 2018, December 31, 2017 and 2016, however management is monitoring movements in exchange rates closely.

The following table demonstrates the sensitivity to a possible increase or decrease in the U.S. Dollar exchange rate holding all other variables constant for the Successor in the period from July 26, 2016 to December 31, 2016 and 2017 for the currencies with the most significant potential effects:

	Successor			
	July 26 – December 31, 2016		January 1 – December 31, 2017	
	Effect on profit before tax (US$ thousands)	Effect on equity (US$ thousands)	Effect on profit before tax (US$ thousands)	Effect on equity (US$ thousands)
USD/NOK -2% movement	(152)	(114)	(250)	(190)
USD/PLN -2% movement	(20)	(15)	(183)	(139)
USD/CNY -2% movement	(24)	(18)	(186)	(142)
USD/SEK -2% movement	(37)	(28)	(148)	(112)
USD/EUR -2% movement	(92)	(69)	230	175

Our currency sensitivities in 2018 are expected to be similar to 2017.

In recent months, foreign currency exchange rates have experienced volatility. It is difficult to predict how market forces or the government policies in the emerging markets may impact the exchange rates against the U.S. Dollar in the future. See “Risk Factors—Risks Related to Our Business and Industry—Fluctuations in foreign currency exchange rates will affect our financial results, which we report in U.S. Dollars.”

Interest Rate Risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Our exposure to the risk of changes in market interest rates relates primarily to our short-term loans with floating interest rate and financial leases. The loan was settled during the first quarter of 2017. The other long-term loans have fixed interest rates, which are thus not exposed to interest rate fluctuations. We have not been exposed to material risks due to changes in market interest rates, and we have not used any derivative financial instruments to manage our interest risk exposure.

After completion of this offering, we may invest the net proceeds we receive from the offering in interest-earning instruments. Investments in both fixed rate and floating rate interest earning instruments carry a degree of interest rate risk. Fixed rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating rate securities may produce less income than expected if interest rates fall.

Credit Risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. Our turnover comes mainly from sales where settlement in cash takes place generally within a 30 to 90 days of the invoice being issued. For some minor revenue streams, settlement could extend 90 days. Provision for bad debt was US$1.7 million as of March 31, 2018, US$1.8 million as of December 31, 2017, and nil (US$0) as of December 31, 2016, as collection risk was already reflected in the fair value assessment of acquired receivables. In addition, we are exposed to credit risk from our operating activities (primarily from account and other receivables) and from our financing activities, including deposits with banks and financial institutions, foreign exchange transactions and other financial instruments. Our objective is to seek continual revenue growth while minimizing losses incurred due to credit risk exposure. Financial instruments that potentially subject us to significant concentrations of credit risk consist primarily of cash and cash equivalents, accounts receivable and other receivables. As of

December 31, 2016, 2017 and March 31, 2018, substantially all of our cash and cash equivalents were held at major financial institutions in the respective locations of our region. We believe that these financial institutions are of high credit quality and continually monitor the credit worthiness of these financial institutions.

Recently Issued Accounting Pronouncements

See Note 3 to our consolidated financial statements included elsewhere in this prospectus for a detailed discussion.

BUSINESS

Our Mission

Our mission is to enable global internet users to discover and access digital content and services in a fast, easy and personalized manner.

Overview

Opera is one of the world's leading browser providers and an influential player in the field of integrated AI-driven digital content discovery and recommendation platforms. Given the growing importance of online content consumption, we believe that the future of digital content discovery is one where consumers will enjoy highly personalized experiences enabled by AI algorithms and big data. With a long and proven track record of innovation in both core performance and functionality, and an established global brand, we served 321.7 million average MAUs in the three months ended March 31, 2018, of which 239.4 million were smartphone and PC users, compared to 202.6 million smartphone and PC users during the same period of 2017.

We believe consumers opt to use our browsers because we provide a better-targeted solution. Our browsers are all available globally, while users in Africa and Asia are attracted to our mobile browsers because of their efficient design and usability, and users across North America and Europe choose our PC browsers because of their unique features. Our mobile browsers, with a global user base of 264.3 million average MAUs in the three months ended March 31, 2018, of which 182.0 million were smartphone users, compared to 160.0 million smartphone users in the same period in 2017, are among the market leaders in high growth regions such as South Asia, Southeast Asia and Africa in terms of market share, according to StatCounter. Our PC browsers, available for both Windows and macOS platforms, also had a substantial user base of 57.4 million average MAUs in the three months ended March 31, 2018, compared to 42.5 million during the same period in 2017.

The browsers of today are transforming from web-browsing utilities into smarter products providing users with faster, easier and more personalized access to internet content. As technologies such as AI and big data analytics advance, consumers expect their online experiences to be increasingly customized, interactive and engaging. As a result, consumers are turning to mobile apps that deliver more personalized content discovery, enabled by big data and AI technologies. With our Opera browser serving as the initial portal through which our users access the internet, we can develop additional applications and functions on top to fulfill users' needs and increase their time spent on our products.

We first launched Opera News service, based on AIRE, our AI-powered content discovery and recommendation platform, as an integrated feature within our mobile browsers in January 2017. We also launched the standalone app, Opera News App, in January 2018. We constantly refine and optimize our AI platform with insights from our massive user base and adopt technologies including natural language processing, computer vision, image understanding to process content, and machine learning technology, including gradient boosting decision trees and deep neural networks in our recommendation engines to recommend personalized content to each individual user. Since the launch of Opera News, we have experienced tremendous user growth with 90.2 million average MAUs accessing Opera News in the three months ended March 31, 2018, an increase from 9.1 million average MAUs for the same period in 2017. In addition, the average user time spent for AIRE-enabled browsers reached approximately 32 minutes per day during the three months ended March 31, 2018 an increase of 39.1% from 23 minutes per day for the same period in 2017.

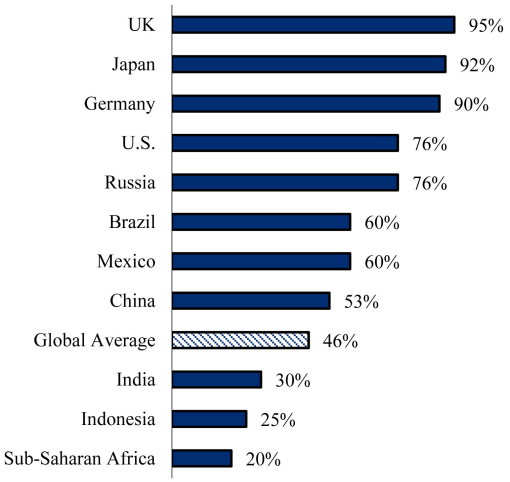
We generate revenue mainly through agreements with our search partners and partners that deliver services and advertisements to our users. Driven by the rapid adoption of our modern mobile applications, we have experienced strong revenue growth. During 2017, we recorded US$128.9 million in operating

revenue, up by 20.1% from US$107.3 million in operating revenue on a pro forma consolidated basis during 2016. During the three months ended March 31, 2018, we recorded US$39.4 million in operating revenue, up by 54.8% from US$25.5 million for the same period in 2017. We had a net loss of US$12.7 million in 2016 on a pro forma consolidated basis and had net income of US$6.1 million in 2017. We had net income of US$6.6 million in the three months ended March 31, 2018 and had a net loss of US$0.2 million for the same period in 2017. Our adjusted net loss was US$9.2 million in 2016 on a pro forma consolidated basis and we had an adjusted net income of US$17.8 million in 2017. Our adjusted net income was US$0.8 million and US$9.9 million in the three months ended March 31, 2017 and 2018, respectively. To see how we define and calculate adjusted net income, a reconciliation between adjusted net income and net income (loss) (the most directly comparable IFRS financial measure) and a discussion about the limitations of non-IFRS financial measures, please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-IFRS Financial Measures."

Our Opportunity

The last decade has seen rapid developments in internet and mobile internet infrastructure, with regions such as North America and Europe being the most well-developed. Meanwhile, regions including Southeast Asia, South Asia and Africa are still underpenetrated in terms of internet and mobile broadband connections. As internet infrastructure in these regions continues to develop, the number of internet and mobile internet users is also expected to increase and bring substantial growth to the internet economy.

Internet Penetration by Countries



Note: Individuals using the internet (% of population) as of 2016.
Source: World Bank.

Since the initial widespread proliferation of the internet in the 1990s, browsers have played a key role as the software application that enables users to access the world wide web. Today, browsers are typically offered as a free application, either bundled along with a computer or mobile operating system, or offered as an independent application to be downloaded and installed on devices. In February 2018, about 16.1% of PC users and 21.8% of mobile users chose to use third party browsers, which are browsers not bundled with an operating system and excluding Google Chrome, according to StatCounter. Users that choose a third party browser typically make their choice based on safety, perceived browser speed, features and brand.

Over the past decade, OS vendors, including Apple, Microsoft and Google, have invested in their respective PC and mobile browser initiatives. These initiatives are typically focused on delivering a global,

commonly acceptable interface with wide compatibility and relatively limited feature sets in order to cater to the broad spectrum of OS users. In addition, products offered by these vendors often carefully avoid any features that may conflict with their other businesses.

Against this backdrop of default browsers, there are certain browser solutions, typically PC browsers, that cater to more demanding users and certain browser solutions, typically mobile browsers, that cater to users in more constrained hardware environments. These solutions generally offer unique features, such as memory and battery consumption management, improved loading speeds, crash avoidance, privacy protection and other built-in functionality. For example, privacy conscious users might prefer to use browsers that offer integrated VPN solutions that protect their online data and identity.

Content consumption on mobile devices differs from content consumption on PCs. As mobile devices typically have small screens, it is harder for users to actively navigate and consume content across web pages and websites. In addition, users often consume content on their mobile devices in a fragmented manner throughout the day, and might not have enough time to search for and discover content that would interest them. As a result, a new generation of applications is emerging that aggregate content from multiple sources across the web, carefully dissecting the choices and preferences of users in order to provide highly curated content that is customized to each user's individual interests.

Unlike legacy solutions that typically delivered content (whether news, video clips or music) based on specific pre-chosen categories, the new generation of AI-powered content recommendation engines rely on server-side algorithms and insights derived from their massive user bases to constantly refine predictions as to the most relevant content to deliver to a particular user at any given moment. Such recommendations are fueled by insights around interests each user has demonstrated in the past as well as the interests of similar users. Content platforms that achieve mass consumer adoption of their services are able to further improve the relevance of their recommendation engines by further refining their algorithms with more insights, which in turns drives more engagement, more data and thus further refinement.

We believe that browsers and content aggregation apps function as key engagement gateways that position their respective developers as effective gate keepers. By controlling the apps that users most often engage with, successful developers are positioned to influence user engagement across the internet economy — one of the largest and fastest growing economic eco-systems in the world. According to

Statista, worldwide digital advertising revenue was US$247.9 billion in 2017, and is expected to grow to US$376.3 billion in 2021. Worldwide search advertising revenue, a feature commonly controlled by web browser preferences, is expected to grow to US$165.2 billion by 2021, up 47% from US$112.4 billion in 2017.

Our Key Strengths

Enabled by our strong global presence and extensive experience with internet browser services, we have leveraged advanced AI technologies and insights from our massive user base to provide our users with a superior browsing experience and connect them with customized media content. With Opera browsers serving as the initial access to the internet for both our mobile and PC users, we are capable of quickly building additional applications and functions in ways that appear natural to our users to further expand our services and develop a scalable platform.

Established Global Internet Brand with a Massive User Base

We are a leading independent content discovery and recommendation platform, with a well-recognized brand. We are independent because we do not manufacture devices or equipment and do not operate fixed or mobile networks as some content discovery and recommendation platforms do. Serving global internet users since 1995, we have over two decades of experience and believe we are the largest independent mobile browser provider worldwide in terms of user base. We hold a commanding leadership in South Asia, Southeast Asia and Africa. We also have one of the largest independent PC browsers worldwide, with a strong presence particularly in Europe. In the first quarter of 2018, we served 321.7 million average MAUs with 264.3 million mobile average MAUs and 57.4 million PC average MAUs around the globe. According to App Annie Intelligence, Opera has ranked among the top 30 publishers in terms of app downloads on Google Play in each year from 2014 to 2017.

Insights from our massive user base enable us to widely utilize AI technologies in our PC and mobile browsers to further enhance user experience and to serve as a content discovery and recommendation platform. For instance, Opera News powered by AIRE was first launched as a service within the Opera browser in January 2017. In the first quarter of 2018, only one year after its launch, Opera News, serving as an additional access portal to partners and publishers, gathered 87.8 million average MAUs with average user time spent of approximately 32 minutes per day for our AIRE-enabled browsers.

As of March 31, 2018, we had 16.4 million followers across our social media channels, such as Twitter and Facebook, which we use to actively engage with our fans and grow our user base. According to Meltwater, there were 29,600 news articles from independent media globally about Opera browsers in 2017, which help to educate readers about our unique and differentiated products and enhance the visibility of our brand. In addition, our brand is well recognized in Southeast Asia and Africa with over 50% brand awareness among smartphone users in key markets, according to a survey that Opeepl conducted for Opera in 2017.

Innovative Products Propelling Robust Organic Growth

Opera is an acknowledged innovator in the browser space and was the first to introduce many of the features that are commonly found in today’s browsers. Our browsers continue to be known for their innovative features. Opera’s PC browser, targeting a highly attractive niche of high-end users that require sophistication beyond traditional browsers, was the first browser to include tabbed browsing, web searching, speed dial buttons and data compression. More recently, we were the first major browser to provide features like a privacy-protecting browser VPN, native ad-blocking and embedded chat. Opera mobile browsers enable faster internet access and consume less data on any mobile device, ranging from low-end feature phones to high-end smartphones.

Besides our browser products, our standalone Opera News App was launched in January 2018 in order to further cater to user demand for more customized experiences, as well as to complement our existing browser offerings. The standalone Opera News App exceeded one million downloads within four weeks of launch and was the most downloaded app on Google Play in Kenya, Nigeria, Ghana and Tanzania during that period.

Our user-centric and innovative products help us win the trust of users and gain market share, even in competitive developed markets. We increased our market share for Opera for Computers in Germany, the United States and France, where our MAUs grew by 18.8%, 70.2% and 47.9%, respectively, from March 2017 to March 2018. Our unique innovative value proposition creates a great platform for Opera that leads to strong organic growth of our user base. Among our new mobile users in March 2018, 69.7% came from organic channels.

Proven Monetization Model

Our brand image and product innovation make us an attractive partner to both internet giants and leading local players, with whom we have partnered to develop proven monetization models. We mainly derive our revenue from search partners and advertisers paying for the online traffic we bring them.

We are partners with internet search providers like Google and Yandex, and have worked closely with them for over 15 years. Our long-term partnerships have brought best-in-class search experience to our users and generated robust search revenue sharing.

Benefiting from the flexibility of being an independent browser developer, we are able to unlock additional opportunities and value, as we can be more forward-leaning than system browser developers when it comes to directing traffic to partners. Through the prominent placement of shortcuts, we can direct traffic to global and local partner websites and services of all categories. For instance, we collaborate with e-commerce giants such as Booking.com, Amazon, AliExpress and eBay, as well as strong local brands like Flipkart, Tokopedia, Lazada and others, to optimize and deliver profitable traffic to them through our browsers.

The value of these partnerships is constantly growing, not just through user volumes but also through tighter integration with partner services such as suggestions, price comparisons, personalized landing pages and one-click purchases.

Moreover, as a result of our investments in AI-based personalized news and content discovery, we are able to provide more precise marketing for our advertisers. Leading digital media platforms like Google, Facebook and top third party networks are also willing to integrate their advertisers with Opera to jointly monetize our fast-growing native inventory.

Strong Relationships with a Broad Mix of Strategic Partners

Strong relationships with strategic partners help us to establish high entry barriers, enhance our distribution power and strengthen our content sourcing ability.

We have long-term relationships with device manufacturers and chipset vendors worldwide covering over 35 brands, including most of the largest smartphone brands, such as Samsung, Huawei, OPPO and Transsion. This ensures cost-efficient and reliable distribution benefitting both Opera and these distribution partners. We cooperate with global device manufacturers at favorable rates based upon activation of pre-installations. We have also formed strong relationships with high profile media and independent content providers, such as Reuters and Forbes, as well as local content providers like Liputan 6, Times of India and Caxton, a leading African media company. These relationships help us obtain comprehensive coverage of news and information that we promote to our users, which in turn strengthens the publicity of our partners and our cooperation.

We also work closely with many of our partners to improve the function of their services in our browsers. For example, we cooperate with search partners to improve search optimization and the playback of search results across varying display media, such as video. We also work with our advertising partners to improve the distribution and presentation of advertising placements on our browser. By working with us, these partners are able to improve their technology while improving the browsing experience for our users.

Global and Visionary Leadership

By combining decades of proven industry know-how with insights from business operations in various markets, our diversified and visionary management team enables us to build successful business models across the world. For example, the success of Opera News in several large and differentiated markets such as South Asia and Africa demonstrates the vision and capabilities of our management.

With over 10 years of relevant industry experience on average, our executive officers have and will continue to leverage their knowledge and experience in technology development, product design and business development to support our robust growth, formulate our strategies and further our mission.

Our Growth Strategies

We have successfully evolved from focusing on browsers as utility tools to becoming a content discovery and recommendation platform, and we will continue to provide our user base with best-in-class AI-driven products that cater to each user's habits and preferences. We are establishing Opera as the go-to hub for content consumption across content formats.

Grow Our User Base through Continued Product Innovation

We aim to expand the number of users who actively engage with our AI-driven content discovery and recommendation platform, through browser built-in features or standalone apps. We will explore and develop a wider spectrum of AI-driven media products in various formats such as text, video and music. We plan to improve our AI-driven content recommendation engine to cater to more geographies and languages, and seamlessly integrate the content discovery and recommendation platform into our browsers to attract more users. We plan to continue undertaking cost-effective and efficient marketing and distribution initiatives to promote our new products.

We will continue to enhance our browser products through innovation, focus on our value proposition as an independent browser and offer best-in-class privacy, design and utility features that cater to user needs.

Increase User Engagement and Stickiness through AI

We aim to enhance user engagement and stickiness through the implementation of enhanced and layered AI technologies. We plan to further develop key AI-powered content discovery capabilities, incorporating deeper analysis of video and other media formats together with the aid of computer vision to achieve more delicate and self-evolving content discovery and categorization.

We will continue to refine our AI-powered content recommendation engine, with the aim of building an end-to-end deep learning network from content discovery to user profiling and recommendations. This will increase session times and reduce potential information loss across networks and increase feature handling efficiency, further improving our ability to engage and retain users.

We will also build a user community on our platform by providing professionally-generated content, or PGC, and user-generated content, or UGC, to users with similar interests and characteristics, and build features that incentivize users to interact more with online content that is recommended to them by our AI-powered recommendation engine.

Grow and Improve Our Monetization Capability

We plan to enhance our monetization capability and bolster other monetization channels throughout the content discovery and distribution value chain. We aim to monetize in a recurring, predictable and scalable fashion where we are able to fully utilize our massive and high quality user base and precise user profiling capabilities.

We will improve our targeting capabilities. We will work closely with advertisers to monetize our advertising inventory more efficiently by seeking the most effective advertising placements and formats for each of our advertiser clients to optimize their desired outcomes.

We will monetize various content formats such as text, video and music and work with our advertising partners on innovative and bundled multimedia solutions.

We will grow our advertising customer base with our highly efficient local sales and marketing workforce. We will continue to implement the “programmatic-direct” approach that combines the benefit of customer proximity from direct sales, and the power and scale of real-time bidding from programmatic demand.

Seek Partnerships and Further Enhance Our Content-driven Ecosystem

We will continue to build and diversify our media product portfolio into a content-driven ecosystem through partnerships and investments. We aim to establish Opera as the go-to hub for users to view and interact with news, music, videos and other content.

We will continue to establish exclusive partnerships with high-quality and localized media companies to differentiate our products and services and increase their market penetration.

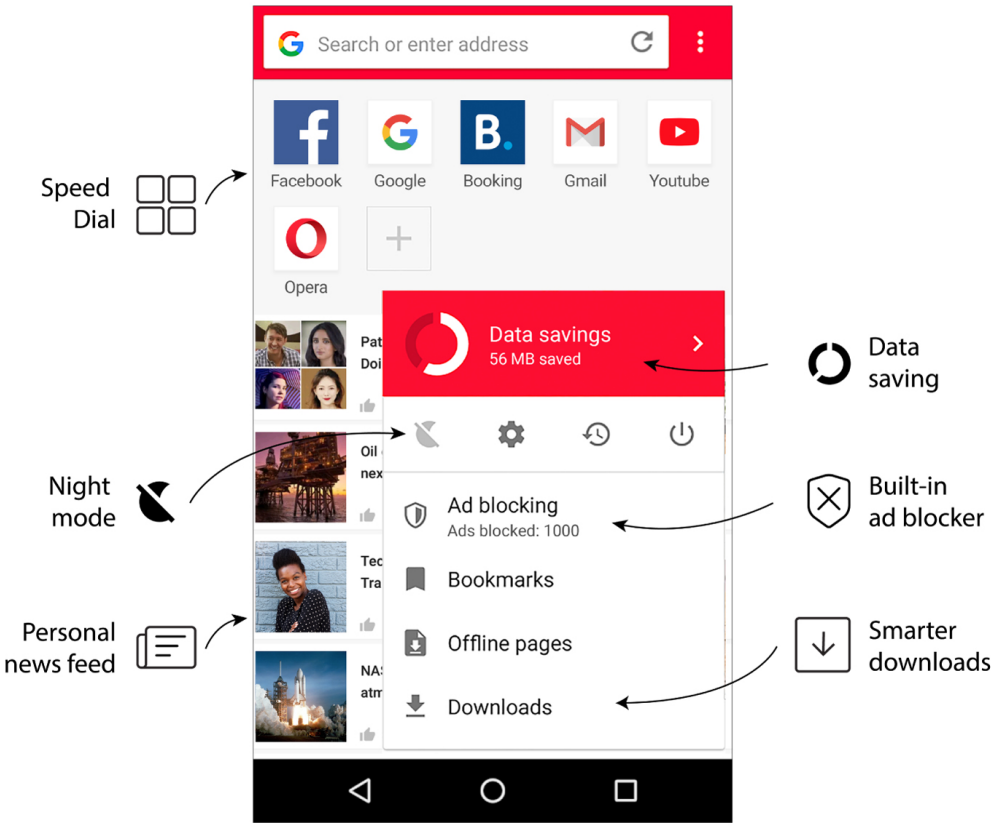
We will also attract high-quality PGC and UGC providers and assist them with growing their audience exposure and interactions on our platform. For example, we provide real-time data to content providers, and in turn, they would provide high quality content, which we will push to our most interested users. We will also collaborate with music and video content providers to provide music and video clips that cater to the interests of our users.

Our Products for Users

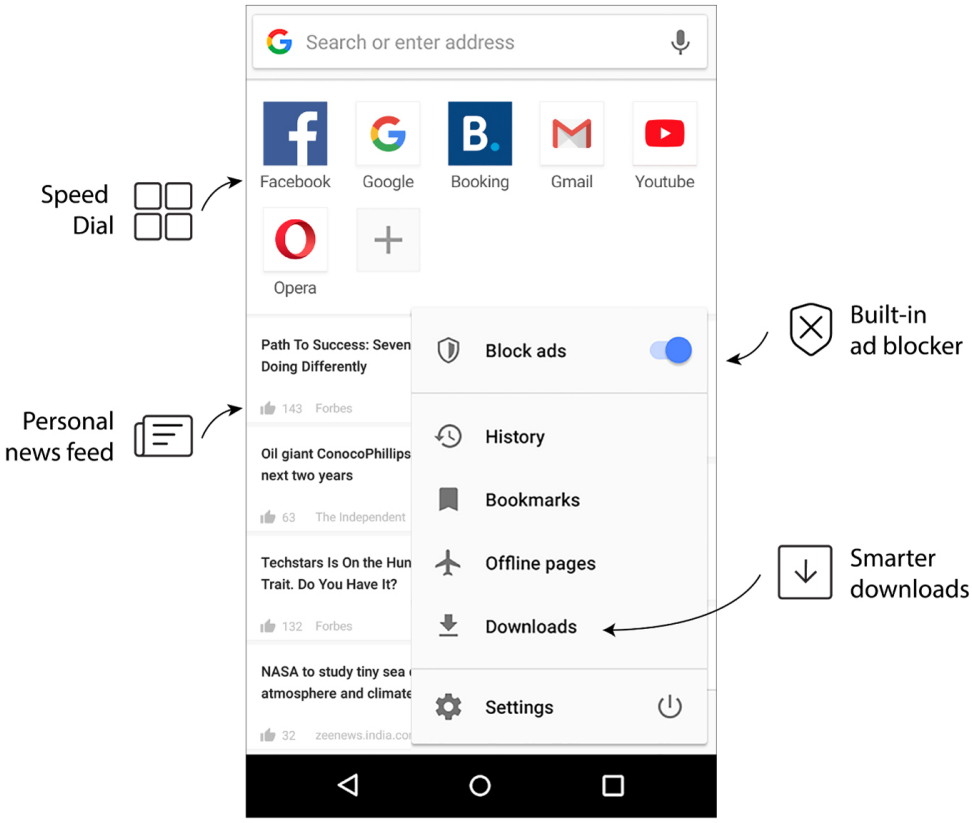
Our products for users include web browsers, Opera Mini, Opera for Android and Opera for Computers, and a standalone personalized news aggregation app, Opera News App. Our cloud-based technologies enabled over 321.7 million average MAUs in the first quarter of 2018 to discover and interact with the content and services that matter most to them. The application of leading AI-powered technologies and advanced data analytics and the recommendation engine built into our browsers and news app, and other products and services, give our users a better, faster and more personalized online experience and enable advertisers to target relevant users in a more precise way.

Our Mobile Browsers: Opera Mini, Opera for Android and Opera Touch

We currently have three mobile browser products, Opera Mini, Opera for Android and Opera Touch. Our mobile browser products are fast, and optimized for mobile browsing. All mobile browsers come with native ad blockers, which provide users with the option to further increase browser speed by blocking ads that are often slow and intrusive. Our mobile browsers also include features such as a reader mode for easier web reading and a download manager for faster downloads.



First launched in 2006, Opera Mini is a mobile browser that provides a faster browser experience on practically any smartphone or feature phone. Through the application of advanced data compression and saving technologies, Opera Mini has enabled hundreds of millions of users around the world to access the internet through their mobile devices, providing a reliable browsing experience regardless of their network conditions. Opera Mini is a cloud-based browser that is fast to install and takes up very little space on a user's mobile phone. When browsing with Opera Mini, the data traffic goes through Opera servers, which compress web pages, including text and images, towards only 10% of their original size, reducing the amount of data that needs to be sent over mobile networks that are often congested. Moreover, the reduced data traffic consumption provides users with a significantly lower data cost compared to the default browser found on their phones.



We launched Opera for Android in 2013, which is our flagship Android smartphone browser. It comes with a full browser engine, based on the Chromium project, and a user-friendly interface designed to give users a fast browsing experience on high-end smartphones. Opera for Android has a similar set of features as Opera Mini, but is optimized for mobile phones with larger screens and tablets.

We launched Opera Touch for Android, a brand new mobile browser, in the second quarter of 2018. An iOS version is currently being developed and expected to launch soon. Opera Touch is designed for mobile phone users to use the browser with one hand while they are moving. It also includes a new feature, *Flow*, allowing users to share content from Opera Touch to their other devices in a fast and easy fashion. We believe Opera Touch will be a great companion app for our PC browser.

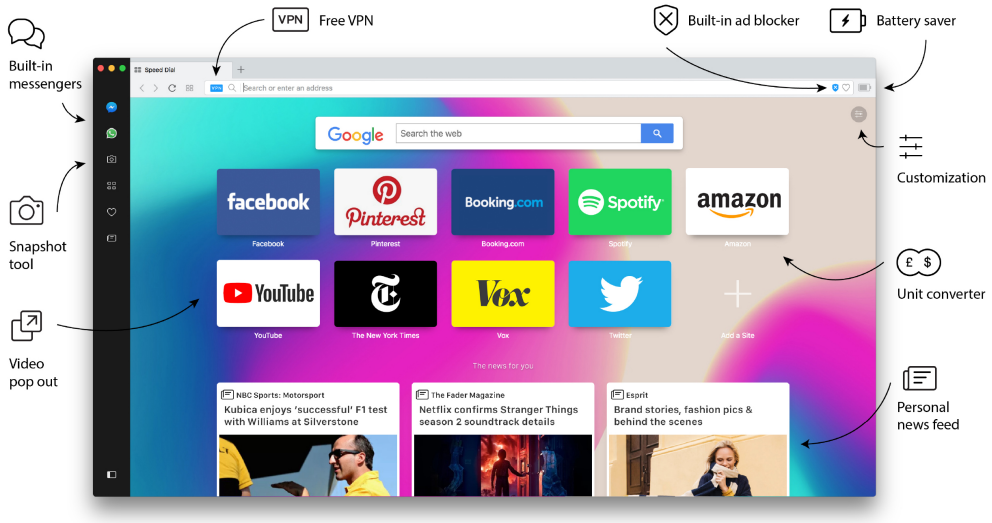
Our Mobile Browser Users

Our Opera Mini and Opera for Android user base reached 264.3 million average MAUs in the first quarter of 2018, of which 182.0 million were smartphone users and 82.3 million were feature phone users. Our smartphone user base continues to grow rapidly throughout the world. According to App Annie

Intelligence, Opera Mini for Android has ranked among the top 30 publishers in terms of app downloads on Google Play during each year from 2014 to 2017, an achievement made by only 11 other publishers globally. The growth rate of our mobile browser user base has historically been strongest in regions where users had the greatest need for fast browsers on limited mobile networks, and often paid a relatively higher cost for data relative to their income. As a result, our mobile browsers have been very popular in Africa, South Asia and Southeast Asia.

Our PC Browser: Opera for Computers

Opera for Computers is one of the most innovative and differentiated PC browsers on the market, catering to the high-end user segment that requires performance and features beyond those offered by the default system browsers on both Windows and macOS. Opera for Computers uses an Opera-tuned version of the Chromium browsing engine carefully optimized for performance metrics such as speed and laptop battery consumption. In addition, we provide users with unique features that are not found in or in advance of other major web browsers.



Key Features

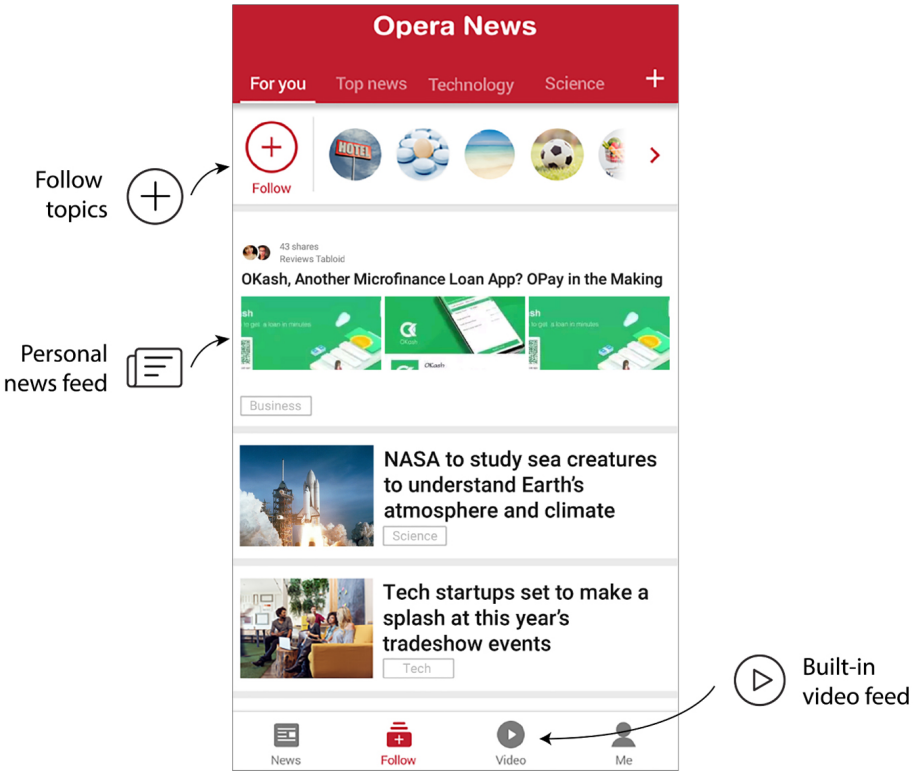
Opera for Computers has unique features including a free, built-in VPN service that enhances user privacy and security, especially for laptops on public networks, subject to compliance with relevant local regulatory requirements. The browser also includes a battery-saving mode that can increase battery life by up to 50%, and a native ad block feature that increases page loading speeds by up to five times. Our PC browser makes it easier to shop online with built-in currency and foreign unit conversion and makes communication easier by embedding social network services such as Facebook Messenger, WhatsApp, Telegram and VKontakte in the browser's sidebar.

Our PC Browser Users

We have a large and active global PC user base with 57.4 million average MAUs in the first quarter of 2018. Our PC browser user base has historically been prominent in regions that value our innovations in browser technology. As a result, our strongest PC region has been Europe, representing 70% of our user base. In addition, we have recently experienced significant growth in other geographies such as Asia and the Americas.

Our AI-powered News and Content Recommendations Service: Opera News

Leveraging our massive user base and innovation capability, we launched Opera News service in January 2017. Opera News is our AI-powered personalized news discovery and aggregation service and is featured prominently as part of our mobile browser, and recently also as a standalone app. Opera News is also offered within our PC browser. By providing AI-powered news and content recommendations, we have increased both user activity and the amount of time users spend in our online ecosystem. This has resulted in attractive revenue growth that, as with our revenue base overall, is predictable, recurring and fully scalable.



Key Opera News Features

We use our proprietary AI technologies to curate and intelligently recommend news, articles, videos and other online content that may be of interest to our users. Users can conveniently access this content through real-time intelligent ranking, top news and push notifications features. Moreover, Opera News utilizes natural language processing and other technologies to quickly process linguistic differences and

nuances to assess and recommend online content across different languages and cultures. Opera News currently is available in over 30 languages across nearly 60 countries. When using an Opera product powered by our AI recommendation engine, people can efficiently discover, save and share online content that appeals to them.

Our Opera News Users

Growing the size of our Opera News user base is one of our strategic priorities. Since its launch in January 2017, its user base reached 90.2 million average MAUs in the first quarter of 2018, with 94.7 million MAUs in March 2018. Most of our Opera News users during the three months ended March 31, 2018 were browser users because we did not launch our standalone Opera News App until January 2018. Leveraging our established monetization channels, the platform generated immediate revenues and serves as an additional access portal to partners and publishers.

We launched the standalone Opera News App on the Google Play Store and other Android App stores for certain African markets in January 2018. Within four weeks of its launch, the Opera News App generated over one million downloads and was the most downloaded app on the Google Play Store in Nigeria, Tanzania, Kenya and Ghana. Opera News App user base experienced a rapid growth since its launch, reaching 3.6 million App MAUs in March 2018 from 0.9 million App MAUs in January 2018.

The Opera News App is dedicated to news and video consumption. The app provides users with a tailored news experience, while the browser also serves as a general utility to search and browse the web.

Our Partners

Monetization Partners

Our monetization partners are companies that benefit from our online marketing and advertising services, including search engines, e-commerce and travel agencies and digital advertising platforms. Through placement of shortcuts, or Speed Dials, and advertisements in our browsers and apps, we have the ability to direct traffic to the websites of both global and local partners that provide services to our users. These companies pay us either for referring traffic to them or for displaying their advertisements.

Search Providers

We partner with internet search providers like Google and Yandex, and have worked closely with them for over 15 years. These partnerships make available best-in-class search technology to our users and enhanced the visibility of our brand. We share the revenue generated by our search partners when our users conduct searches initiated within the URL bar, default search page or search boxes embedded in our PC and mobile browsers.

We have had a search distribution agreement with Google since 2001. We entered into our current search distribution agreement with Google in 2012 with a two-year term. The agreement was amended and restated in 2013 extending the term to three years. In 2014, the term was extended until September 2015 and then later to December 2017. Finally, in 2017 we again amended and restated the agreement, extending its term to December 2020. Google may also extend the term by an additional 12-month period by providing 30 days written notice to us. We have had a search partner agreement with Yandex since 2007. We entered into our current partner agreement with Yandex in 2012 with a five-year initial term. The initial term was subsequently extended until April 2020. Following the initial term, the partner agreement automatically renews for additional two-year periods unless written notice is given by either party at least 30 days prior to the automatic renewal. Our agreements with Google and Yandex are subject to customary events of default, including failure to make payments, material breach, liquidation, as well as other termination trigger events as provided therein.

E-commerce and Online Travel Agencies

We work closely with globally reputable e-commerce and online travel agencies, such as Booking.com, Amazon, AliExpress and eBay, as well as strong local brands like Flipkart, Tokopedia, Lazada and others. The value of these partnerships continues to rise through increased user engagement with popular services within our browsers, as well as deeper integration of services and our AI technology, which allows for more accurate suggestions, price comparisons, personalized landing pages and one-click purchases.

We earn revenue from transactions initiated by our directed users via links provided on our Speed Dial homepage and other advertisements, typically in the form of a defined share of the revenue generated by these service providers.

Digital Advertising Platforms

We have established long-term relationships with leading digital advertising platforms such as Google AdSense, AdMob by Google, Audience Network by Facebook and Baidu.

We allow these digital advertising platforms to display their advertisement inventories on our browsers and recognize revenue based on the amounts we are entitled to receive from such advertising partners. We also sell select premium advertising placements, such as banners, interstitials, videos, sponsored articles and notifications to global and local advertisers.

Content Partners

We have formed strong relationships with high profile media and independent content providers, such as Reuters and Forbes, as well as local content providers like Liputan 6, Times of India and Caxton, an African media company. As of March 31, 2018, we contracted with over 230 content providers across the globe. These relationships enable us to obtain comprehensive news and other content that we can make available to users on our platform, provide more publicity for our content provider partners and generate revenues through the placement of advertising within our news service. We also analyze users' behavior to improve the relevance of the news stories and advertisements that we show to each user based on their preferences.

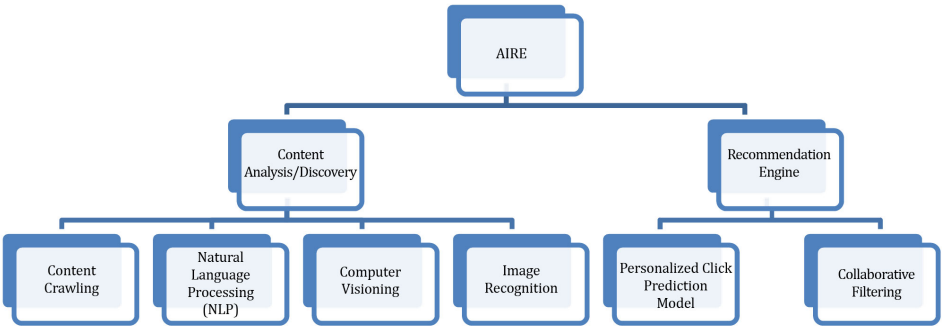
Distribution Partners

We have long-term relationships with device manufacturers and chipset vendors worldwide covering over 35 brands, including most of the largest smartphone brands, such as Samsung, Huawei, OPPO and Transsion. This ensures cost-efficient and reliable distribution benefitting both these distribution partners and us. We cooperate with global OEMs at favorable rates based upon activation of pre-installations.

Technology

Technology is key to our success as it enables us to innovate, improve user experience and operate our business more efficiently. Our technology team is composed of highly skilled engineers, computer scientists and technicians whose expertise spans a wide range of areas. As of March 31, 2018, we employed a team of approximately 278 engineering and data analytics personnel, mainly located in Poland, China and Sweden, engaged in building our technology platform and developing new Opera products and services.

Artificial Intelligence



Through AI technologies, we have transformed our browsers and other products and services into an AI-powered content discovery and recommendation platform that provides our users with personalized news, videos and other online content. We leverage data from our existing user base and technologies, such as natural language processing, computer visioning and Image recognition, deep learning and collaborative filtering, to develop AIRE, our AI-powered content discovery and recommendation platform that we integrate into a variety of our products and services. Our AI platform evaluates billions of potentially correlated data points between each item of online content and each individual user to provide personalized content recommendations of high interest to our users.

Our key AI technologies implement the following powerful features:

- *Natural Language Processing.* We use natural language processing, or NLP, and deep learning models to analyze, sort, extract, classify, process and better understand news content. Using NLP, we can quickly incorporate new languages into our AI-powered content discovery and recommendation platform. Our deep learning models, which include word embedding, advanced recurrent neural networks (e.g., long short-term memory and gated recurrent units), convolutional neural networks and attention-based deep neural networks, help us to extract keywords and tag topics and concepts. For example, with advanced NLP technology, Opera News can make intelligent recommendations among local news in Swahili to users in Africa who chose Swahili as their preferred language.

- *Computer Vision for Images and Videos.* We analyze the images and videos that are associated with online text to better understand online news content and optimize our recommendation engines. Deep learning is at the core of our image and video understanding technologies. Our deep learning convolutional neural network-based models analyze images and videos frame-by-frame and classify them into content categories that our recommendation engine refers to when recommending content to users.

- *Personalized Click Prediction Model.* We developed a large-scale and personalized recommendation and click prediction ranking model that is based on real-time user interactions. Tens of billions of feature sets employ a Gradient Boost Decision Tree, or GBDT, model for raw feature transformation and large-scale Logistic Regression combined with Factorization Machine with attention mechanism and another Deep Neural Network model to output the click prediction of a user to a certain news article to decide the ranking of news article recommendations for such user.

- *Neural Collaborative Filtering and Networks.* Our neural collaborative filtering technology uses deep learning based word-to-vector and embedding models that examine and assess more variables and allows for more intelligent filtered results than traditional user-based and item-based collaborative filtering technologies. Moreover, we developed multi-dimensional vector-based interest representations of user profiles that are more data rich than simple tag-based representations and combine them with deep layers of neural networks to create more accurate and personalized recommendations for our users.

Big Data Capabilities

We are able to quickly develop and scale our presence across different geographies, languages and cultures because of our big data capabilities. We have multiple data centers distributed across three continents that support massive petabyte-level distributed data storage and allow us to process in real-time hundreds of terabytes of data related to our users every day. We use data mining and analytics technologies to find patterns in the large amounts of data we collect, which helps us to understand our users and provide them with better content recommendations.

Cloud Compression Technologies

Our compression technologies, Turbo and OBML, are advanced compression technologies that are built into our apps to optimize data traffic and connection times for our users. These technologies allow our browsers to load web pages faster by downloading less data. Today, Turbo is our standard compression mode for high-end smartphones and computers, while OBML, adapted exclusively for Opera Mini, provides an extreme compression mode, which compresses web content by up to 90%, providing a good web browsing experience even on the most limited mobile data networks.

Network Infrastructure

We have built a reliable and secure network infrastructure that will fully support our operations. Our physical network infrastructure utilizes our private data centers that are linked with high-speed networking. We have developed our architecture to work effectively in a flexible cloud environment that has a high degree of elasticity. Our automatic provisioning tools have enabled us to increase our storage and computing capacity in a short period of time in response to increasing demand for our services. Our proprietary network application protocols ensure fast and reliable mobile communications under different network conditions in the various markets where we operate. The aim is to provide a consistent user experience across different devices, operating systems, carriers and network environments.

As of March 31, 2018, we owned approximately 6,750 servers in five internet data centers located in Oslo, Amsterdam, St. Petersburg, Seattle, Ashburn and Singapore, with a total connectivity bandwidth of 670 Gbps. We have also established a large-scale GPU service cluster to provide computing power for our AI technologies.

User Privacy and Safety

The vitality and integrity of our user base are cornerstones of our business. We dedicate significant resources to the goal of strengthening our user base through developing and implementing programs designed to protect user privacy, promote a safe environment, and ensure the security of user data.

We consider the protection of the personal privacy of each of our users to be of paramount importance. The user privacy section of our user agreement describes our data use practices and how privacy works on our platform. Specifically, we provide users with adequate notice as to what data is being collected and undertake to manage and use the data collected in accordance with applicable laws. We continuously strive to prevent unauthorized use, loss or leak of user data. In addition, we use a variety of

technologies to protect the data with which we are entrusted and have a team of privacy professionals dedicated to the ongoing review and monitoring of data security practices. For example, we store all user data in an encrypted format and strictly limit the number of personnel who can access servers that store user data. For our external interfaces, we also utilize firewalls to protect against potential attacks or unauthorized access.

Product Marketing and Distribution

Our main source of marketing for our products and services is "word-of-mouth" from our large user base. The trust and reliance that our users place in us is a key growth driver of our business, since prospective users that hear positive feedback from their friends and colleagues about our products and services are more likely to try them. During the three months ended March 31, 2018, organic installs represented approximately 69.7% of our new smartphone users. In parallel, we invest in advertising campaigns and paid online promotions to reach prospective users. We also cooperate with industry partners to promote our products. See "Related Party Transactions." During the three months ended March 31, 2018, approximately 1.6% of new smartphone users originated from our paid online promotions. We normally set an annual budget for the overall spending on paid online promotions.

Our products are available through our official website, www.opera.com, as well as the Google Play Store and Apple App Store. In addition, we work closely with key device manufacturers and chipset vendors worldwide to pre-install Opera products and co-market our products and services. During the three months ended March 31, 2018, approximately 28.7% of new smartphone users came from such partners. We have long-standing relationships with device manufacturer partners covering most of the largest smartphone brands, including Samsung, Huawei, OPPO and Transsion.

Competition

We face intense competition with regards to all of the products and services we offer. In the browser space, we generally compete with other global browser developers, including Google (Chrome browser), Apple (Safari browser) and Microsoft (Internet Explorer and Edge browsers) that distribute their browsers via proprietary operating systems and devices, and with other regional internet companies that have strong positions in particular countries. In the content space, we face competition from other internet companies promoting their own content products and services globally, including Google, Apple and Facebook, and traditional media such as global or regional newspapers and magazines. Unlike some other large competitors, we primarily focus on key growth markets outside North America, which enables us to integrate unique content to local Opera News users via our evolving algorithm. In addition, we compete with all major internet companies for user attention and advertising spend.

Intellectual Property

We regard our patents, copyrights, service marks, trademarks, trade secrets and other intellectual properties as critical to our success. We rely on patents, trademarks, and copyrights, trade secret protection, and non-competition, confidentiality, and license agreements with our employees, customers, partners and others to protect our intellectual property rights. Despite our precautions, it may be possible for third parties to obtain and use our intellectual properties without authorization. Furthermore, the validity, enforceability and scope of protection of intellectual property rights in internet-related industries are uncertain and still evolving.

As of March 1, 2018, we had 234 active registrations of the OPERA, O with Red O (both old and new versions) and OPERA SOFTWARE trademarks in 86 countries/regions and 43 pending applications in 19 additional countries/regions. We also had 167 active registrations of the "O" logo in 70 countries/regions and 69 pending applications in 28 additional countries. Our main classes are 9, 35, 38 and 42. Opera also has a patent portfolio that includes 20 patents issued in the United States as well as certain international patent registrations. In addition, as of March 31, 2018, we had over 800 registered domain names related to our business.

Employees

We had 410 full-time employees as of March 31, 2018. Among these, full-time, 67.8% worked in research and development roles. The table below shows the number of our employees in each functional area as of March 31, 2018.

Area	R&D	Other	Total
Mobile	146	32	178
PC	76	23	99
Sales & Commercial	—	23	23
Hosting & Infrastructure	11	5	16
Corporate	7	36	43
Investee Services[(1)]	38	13	51
Total	**278**	**132**	**410**

(1) Refers to employees that are engaged in providing professional services, predominantly for our associate Opay Digital Services Limited (HK). See "Related Party Transactions."

We believe we offer our employees competitive compensation packages and a discrimination-free, collegial and creative working environment. As a result, we have generally been able to attract and retain qualified employees and have had limited attrition at senior leadership levels.

We generally enter into standard confidentiality and employment agreements with our management and other employees. These contracts include a non-solicitation covenant, as well as a standard non-compete covenant that prohibits the employee from competing with us, directly or indirectly, during his or her employment and for one year after the termination of his or her employment.

We believe that we maintain a good working relationship with our employees and we have not experienced any significant labor disputes as of the date of this prospectus.

Facilities

Our corporate headquarters is located in Oslo, Norway. Our principal technical development facilities are located in Wroclaw, Poland, Beijing, China and both Linköping and Gotenburg, Sweden. We also have a presence and smaller offices in India, Indonesia, Ireland, South Africa, France, Russia, the United States, the U.K., Germany, Kenya and South Korea.

Our servers are hosted in leased data centers in the Netherlands, the United States and Singapore. The data centers in our network are owned and maintained for us by major domestic and international data center providers. We generally enter into leasing and hosting service agreements with renewal terms that range from one to three years.

Legal Proceedings

From time to time, we may be subject to legal proceedings, investigations and claims incidental to the conduct of our business. We are not a party to, nor are we aware of, any legal proceeding, investigation or claim which, in the opinion of our management, is likely to have an adverse material effect on our business, financial condition or results of operations. We may periodically be subject to legal proceedings, investigations and claims relating to our business. We may also initiate legal proceedings to protect our rights and interests.

Norwegian Regulations

Regulations on Foreign Investments

There are currently no general restrictions on foreign investments in Norway, but national restrictions exist on ownership of natural resources and on some specific activities (fishing, maritime transport and media). The Norwegian government also applies a "qualified ownership" test for significant ownership positions within the financial sector.

Regulations on Dividend Distributions

The Norwegian Private Limited Companies Act, or the PLCA, chapter 8 includes certain constraints on the distribution of dividends from Norwegian subsidiaries.

Section 8-1 of the PLCA provides that a Norwegian company may distribute dividends up to its distributable equity, to the extent that its net assets following the distribution covers the (i) share capital, (ii) reserve for valuation variances and (iii) reserve for unrealized gains. The total nominal value of treasury shares which the Norwegian company has acquired for ownership or as security prior to the balance sheet date, as well as credit and security to related parties shall be deducted from the distributable equity.

Dividends are declared by a shareholders' resolution based on a recommendation from the board of directors. The calculation of the distributable equity is made on the basis of the balance sheet included in the latest approved annual accounts, provided, however, that the registered share capital as of the date of the resolution to distribute dividends shall be applied. Following the approval of the annual accounts for the last financial year, the shareholders may also authorize the board of directors to declare dividends on the basis of its annual accounts. Dividends may also be resolved by a shareholders' resolution based on an interim balance sheet which has been prepared and audited in accordance with the provisions applying to the annual accounts and with a balance sheet date not further into the past than six months before the date of the resolution.

Dividends can only be distributed to the extent that the Norwegian company's equity and liquidity following the distribution is considered sound. Dividends may be paid in cash or in some instances in kind.

The PLCA does not provide for any time limit after which entitlement to dividends lapses. Subject to various exceptions, Norwegian law provides a limitation period of three years from the date on which an obligation is due. There are no dividend restrictions or specific procedures for non-Norwegian shareholders to claim dividends, however withholding tax may apply.

Regulations on Foreign Exchange

There are currently no foreign exchange control restrictions in Norway that would potentially restrict the payment of dividends to a shareholder outside Norway. There is no maximum transferable amount either to or from Norway, although transferring banks are required to submit reports on foreign currency exchange transactions into and out of Norway into a central data register maintained by the Norwegian customs and excise authorities. The Norwegian police, tax authorities, customs and excise authorities, the National Insurance Administration and the Norwegian FSA have electronic access to the data in this register.

Regulations on Information Technology and Intellectual Property Rights

Norway adheres to key international agreements for the protection of intellectual property rights, hereunder the Paris Union Convention for the Protection of Industrial Property, Berne Copyright Convention, Universal Copyright Convention of 1952 and Rome Convention.

The main acts governing intellectual property rights in Norway are the Patents Act of December 15, 1967, Designs Act of March 14, 2003, Trademarks Act of March 26, 2010, Copyrights Act of May 12, 1961 and Marketing Act of January 9, 2009. The latter also protects trade secrets.

Trademarks, designs and patents shall be registered upon application to the Norwegian Industrial Property Office, or the NIPO, in order to be valid in Norway. Patent applications which are being processed or have been granted at the European Patent Office can be validated in Norway upon application to the NIPO.

Regulations on Data Protection and Information Security

The principal data protection legislation for the time being is the Personal Data Act of April 14, 2000 no. 31, which implements into Norwegian law the requirements of the EU data protection directive (95/46/EC). The purpose of the act is to protect natural persons from violation of their right to privacy through the processing of personal data. The Personal Data Regulations (laid down by Royal Decree of December 15, 2000) set out more detailed regulations on certain topics covered by the Personal Data Act, hereunder on Information Security and Internal controls. However, Norway expects to replace the said law and regulation by implementing into law the new regulation (2016/679/EU — General Data Protection Regulation) by May 25, 2018, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Regulations on Anti-money Laundering and the Prevention of Terrorism Financing

The purpose of the Norwegian Anti-Money Laundering Act, or the AMLA, is to prevent and detect money laundering and terrorist financing. The AMLA is based on the EU Third Money Laundering Directive (Directive 2005/60/EC) and FATF Recommendations. The AMLA is currently being revised in order to implement the EU Fourth Money Laundering Directive (Directive (EU) 2015/849) and current FATF Recommendations and new regulations are expected to enter into force by the end of the second quarter of 2018. The AMLA applies to reporting entities, such as banks, investment firms, insurance companies, etc. Reporting entities are obliged to perform customer due diligence measures. If a reporting entity suspects that funds are the proceeds of a criminal activity, or are related to terrorist financing, it is required to report its suspicions to the financial intelligence unit. The Company is not a reporting entity according to the AMLA.

MANAGEMENT

Directors and Executive Officers

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

Directors and Executive Officers	Age	Position/Title
Yahui Zhou	41	Chairman of the Board and Chief Executive Officer
Hongyi Zhou	47	Director
Han Fang	44	Director
Lori Wheeler Næss	47	Independent Director Appointee*
Trond Riiber Knudsen	54	Independent Director Appointee*
Frode Jacobsen	35	Chief Financial Officer
Lin Song	37	Chief Operating Officer

* Has accepted director appointment effective upon the SEC's declaration of effectiveness of our registration statement on Form F-1, of which this prospectus forms a part.

Yahui Zhou has served as our chairman and chief executive officer since July 2016. Mr. Zhou has also served as the chairman and chief executive officer of Beijing Kunlun, a global internet company listed on the Shenzhen Stock Exchange, since March 2011, and an executive director and general manager of Beijing Kunlun from March 2008 to March 2011. He served as general manager of Beijing JiNaiTe Internet Technology Co., Ltd. from March 2007 to March 2008. From November 2005 to March 2007, Mr. Zhou was an executive officer in charge of new business development at RenRen Inc., a NYSE-listed company. From September 2000 to January 2004, Mr. Zhou was general manager of Beijing Huoshen Technology Co., Ltd. Mr. Zhou received his bachelor's degree in mechanical engineering and his master's degree in optical engineering from Tsinghua University in 1999 and 2006, respectively.

Hongyi Zhou has been a member of our board of directors since November 2016. Mr. Zhou has twenty years of managerial and operational experience in China's internet industry. Mr. Zhou co-founded Qihoo 360 Technology Co. Ltd. (NYSE: QIHU) and has been serving as chairman of the board of Qihoo 360 Technology Co. Ltd. and its de facto successor 360 Security Technology Inc. (SH: 601360). Prior to founding Qihoo 360 Technology Co., Ltd., Mr. Zhou was a partner at IDG Ventures Capital since September 2005, a global network of venture capital funds, where he assisted small- to medium-sized software companies source funds to support their growth. Mr. Zhou was the chief executive officer of Yahoo! China from January 2004 to August 2005. In 1998, Mr. Zhou founded www.3721.com, a company in the internet search and online marketing businesses in China, and served as its chairman and chief executive officer until www.3721.com was acquired by Yahoo! China in January 2004. Mr. Zhou also serves as a director of a number of privately owned companies based in China. Mr. Zhou received his bachelor's degree in computer software in 1992 and his master's degree in system engineering in 1995 from Xi'an Jiaotong University.

Han Fang has been a member of our board of directors since March 2018. He has been the vice president of Kunlun Tech Limited, which operates as an internet investment corporation, since 2013. Mr. Fang has also served as vice president of Beijing Kunlun Tech Co., Ltd, a global internet company listed on the Shenzhen Stock Exchange, since March 2011. He worked from 2003 to 2007 as a senior research and development engineer of Oak Pacific Interactive Corporation, which provides internet services and operates social networks. He also worked as a senior research and development engineer for both AsiaInfo, Inc., a software and IT services company, and Turbo Linux Inc., a linux based solutions provider,

from 2002 to 2003 and from 1998 to 2000, respectively. He was employed by the Institute of High Energy Physics of the Chinese Academy of Sciences as an engineer from 1995 to 1998. Mr. Fang graduated from the University of Science and Technology of China in 1995, with a bachelor's degree in nuclear technology.

Lori Wheeler Næss will serve as our independent director immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus forms a part. She served as a director of the technical department of PricewaterhouseCoopers, a global auditing service provider, leading IFRS reviews for companies listed in Oslo from September 2012 to June 2015. Prior to that, Ms. Næss served as a senior advisor of the Section for Prospectuses and Financial Reporting of The Financial Supervisory Authority of Norway, a Norwegian government agency responsible for the supervision of financial companies from January 2011 to September 2012. She served as an audit director and manager for US GAAP and SEC Reporting at PricewaterhouseCoopers and its predecessor Coopers & Lybrand at various offices in the United States, Norway and Germany from September 1994 to January 2011. Ms. Næss has also served as a board member and the audit committee chair of Golar LNG Limited, a Nasdaq-listed liquefied natural gas shipping company and its Nasdaq-listed limited partner, Golar LNG Partners Limited, since March 2016. Ms. Næss is a U.S. Certified Public Accountant. She received her bachelor's degree in business administration in 1993 and her master's degree in accounting in 1994 from the University of Michigan.

Trond Riiber Knudsen will serve as our independent director immediately upon the effectiveness of our registration statement on Form F-1, of which this prospectus forms a part. Mr. Knudsen has served as the founder and CEO of TRK Group AS, an Oslo-based investment and advisory firm since June 2015. He worked of McKinsey & Company, a management consulting firm and served as a senior partner with responsibility for the company's marketing and sales practice since August 1992 to June 2015. Mr. Knudsen received his sivilingeniør (equivalent of a master of science degree) in structural engineering from the Norwegian University of Science and Technology in 1987 and a master's degree in business administration from Harvard University in 1992.

Frode Jacobsen has served as the chief financial officer of our group since April 2016. Prior to becoming our chief financial officer, he has worked as the senior vice president responsible for strategic initiatives beginning in February 2015 and as the senior director for corporate development beginning in January 2013. Prior to joining our group, Mr. Jacobsen worked for McKinsey & Company, a management consulting firm which conducts qualitative and quantitative analyses to inform management decisions across the public and private sectors, beginning in August 2008 and served as engagement manager before he left the position in January 2013. He graduated with a master's degree in management from HEC Paris in 2008 and obtained his bachelor's degree in economics and business administration from Norwegian School of Economics in 2006.

Lin Song has served as the chief operating officer of our group since March 2017. He has worked for our group beginning in 2002 in Oslo, Norway. Mr. Song has an engineering background and has served in various roles inside our group, including project manager of one of our group's earliest initiatives to enable full web browsing on mobile devices and as director of engineering delivery. Later on, he served as general manager of Opera's subsidiary in China and assisted in the establishment of Opera's R&D center in Beijing. Mr. Song obtained a bachelor's degree in information systems from the University of International Business and Economics in 2004.

Board of Directors

Our board of directors will consist of five directors upon the SEC's declaration of effectiveness of our registration statement on Form F-1, of which this prospectus forms a part. A director is not required to hold any shares in our company to qualify to serve as a director. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with our company is required to declare the nature of his interest at a meeting of our directors. A general notice given to the directors by any director to the effect that he is a member, shareholder, director, partner, officer or employee of any specified

company or firm and is to be regarded as interested in any contract or transaction with that company or firm shall be deemed a sufficient declaration of interest for the purposes of voting on a resolution in respect to a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction. Subject to any separate requirement for audit committee approval under applicable law or the Listing Rules of the NASDAQ Stock Market and disqualification by the chairman of the relevant board meeting, a director may vote in respect of any contract, proposed contract, arrangement or transaction notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the directors at which any such contract, proposed contract, arrangement or transaction is considered, provided that the nature of the interest of any directors in such contract or transaction is disclosed by him at or prior to its consideration and any vote in that matter. Our board of directors may exercise all of the powers of our company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock or other securities whenever money is borrowed or as security for any debt, liability or obligation of our company or of any third-party. None of our directors has a service contract with us that provides for benefits upon termination of service.

Committees of the Board of Directors

Prior to the completion of this offering, we intend to establish an audit committee, a compensation committee and a corporate governance and nominating committee under the board of directors. We intend to adopt a charter for each of the three committees prior to the completion of this offering. Each committee's members and functions are described below.

Audit Committee. Our audit committee will consist of Yahui Zhou, Lori Wheeler Næss and Trond Riiber Knudsen, and will be chaired by Yahui Zhou. Lori Wheeler Næss and Trond Riiber Knudsen satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the NASDAQ Stock Market and meets the independence standards under Rule 10A-3 under the Exchange Act. Rule 10A-3 under the Exchange Act allows Yahui Zhou to serve on our audit committee for up to one year from the date of effectiveness of our registration statement on Form F-1, of which this prospectus forms a part, after which our audit committee will consist solely of independent directors that satisfy the NASDAQ Global Select Market and SEC requirements. Our board of directors has also determined that Lori Wheeler Næss qualifies as an "audit committee financial expert" within the meaning of the SEC rules and possesses financial sophistication within the meaning of the Listing Rules of the NASDAQ Stock Market. The audit committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee will be responsible for, among other things:

- selecting our independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by our independent registered public accounting firm;
- reviewing with our independent registered public accounting firm any audit problems or difficulties and management's response and approving all proposed related party transactions, as defined in Item 404 of Regulation S-K;
- discussing the annual audited financial statements with management and our independent registered public accounting firm;
- periodically reviewing and reassessing the adequacy of our audit committee charter;
- meeting periodically with the management and our internal auditor and our independent registered public accounting firm;
- reporting regularly to the full board of directors;

- reviewing the adequacy and effectiveness of our accounting and integral control policies and procedures and any steps taken to monitor and control major financial risk exposure; and
- such other matters that are specifically delegated to our audit committee by our board of directors from time to time.

Compensation Committee. Our compensation committee will consist of Yahui Zhou, Hongyi Zhou and Trond Riiber Knudsen, and will be chaired by Yahui Zhou. Trond Riiber Knudsen satisfies the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the NASDAQ Stock Market. As a foreign private issuer, we have elected to not have our compensation committee consist of entirely independent directors. Our compensation committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated upon. The compensation committee will be responsible for, among other things:

- reviewing and approving to the board with respect to the total compensation package for our chief executive officer;
- reviewing the total compensation package for our employees and recommending any proposed changes to our management;
- reviewing and recommending to the board with respect to the compensation of our directors;
- reviewing annually and administering all long-term incentive compensation or equity plans;
- selecting and receiving advice from compensation consultants, legal counsel or other advisors after taking into consideration all factors relevant to that person's independence from management; and
- programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

Corporate Governance and Nominating Committee. Our corporate governance and nominating committee will consist of Yahui Zhou, Lori Wheeler Næss and Trond Riiber Knudsen, and will be chaired by Yahui Zhou. Lori Wheeler Næss and Trond Riiber Knudsen satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the NASDAQ Stock Market. The corporate governance and nominating committee will assist the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board of directors and its committees. The corporate governance and nominating committee will be responsible for, among other things:

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

Duties of Directors

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 owe to our company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his duties a greater degree of skill than may reasonably be expected from a person of his knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. In fulfilling their duty of care to us, our directors must ensure compliance with our memorandum and articles of association, as amended and restated from time to time. Our company has the right to seek damages if a duty owed by our directors is breached. In limited exceptional circumstances, a shareholder may have the right to seek damages in our name if a duty owed by our directors is breached.

The functions and powers of our board of directors include, among others:

- convening shareholders' annual general meetings and reporting its work to shareholders at such meetings;
- declaring dividends and distributions;
- appointing officers and determining the term of office of officers;
- exercising the borrowing powers of our company and mortgaging the property of our company; and
- approving the transfer of shares of our company, including the registering of such shares in our share register.

Terms of Directors and Executive Officers

Each of our directors holds office until the expiration of his or her term, as may be provided in a written agreement with our company, and his or her successor has been elected and qualified, until his or her resignation or until his or her office is otherwise vacated in accordance with our articles of association. At each annual general meeting one-third of the directors for the time being (or, if their number is not a multiple of three, the number nearest to but not greater than one-third) shall retire from office by rotation. A retiring director shall be eligible for re-election. All of our executive officers are appointed by and serve at the discretion of our board of directors. Our directors may be appointed or removed from office by an ordinary resolution of shareholders. A director will be removed from office automatically if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found to be or becomes of unsound mind; (iii) resigns by notice in writing to our company; (iv) without special leave of absence from our board of directors, is absent from three consecutive meetings of the board and the board resolves that his office be vacated; (v) is prohibited by law from being a director; or (vi) is removed pursuant to our amended and restated memorandum and articles of association then in effect. The compensation of our directors is determined by the board of directors. There is no mandatory retirement age for directors.

Employment Agreements and Indemnification Agreements

We have entered into employment agreements with our executive officers. Each of our executive officers is employed for a continuous term, or a specified time period which will be automatically extended, unless either we or the executive officer gives prior notice to terminate such employment. We may terminate the employment for cause, at any time, without notice or remuneration, for certain acts of the executive officer, including but not limited to the commitments of any serious or persistent breach or non-observance of the terms and conditions of the employment, conviction of a criminal offense other than one which in the opinion of the board does not affect the executive's position, willful, disobedience of a lawful and

reasonable order, misconduct being inconsistent with the due and faithful discharge of the executive officer's material duties, fraud or dishonesty, or habitual neglect of his or her duties. An executive officer may terminate his or her employment at any time with a three- to six-month prior written notice.

Each executive officer has agreed to hold, both during and after the employment agreement expires or is earlier terminated, in strict confidence and not to use or disclose to any person, corporation or other entity without written consent, any confidential information or trade secrets. Each executive officer has also agreed to disclose in confidence to us all inventions, intellectual and industry property rights and trade secrets which they made, discover, conceive, develop or reduce to practice during the executive officer's employment with us and to assign to our company all of his or her associated titles, interests, patents, patent rights, copyrights, trade secret rights, trademarks, trademark rights, mask work rights and other intellectual property and rights anywhere in the world which the executive officer may solely or jointly conceive, invent, discover, reduce to practice, create, drive, develop or make, or cause to be conceived, invented, discovered, reduced to practice, created, driven, developed or made, during the period of the executive officer's employment with us that are either related to our business, actual or demonstrably anticipated research or development or any of our products or services being developed, manufactured, marketed, sold, or are related to the scope of the employment or make use of our resources. In addition, all executive officers have agreed to be bound by non-competition and non-solicitation restrictions set forth in their agreements. Each executive officer has agreed to devote all his or her working time and attention to our business and use best efforts to develop our business and interests. Moreover, each executive officer has agreed not to, for a certain period following termination of his or her employment or expiration of the employment agreement: (i) carry on or be engaged, concerned or interested directly or indirectly whether as shareholder, director, employee, partner, agent or otherwise carry on any business in direct competition with us, (ii) solicit or entice away any of our customer, client, representative or agent, or (iii) employ, solicit or entice away or attempt to employ, solicit or entice away any of our officers, managers, consultants or employees.

We have entered into indemnification agreements with our directors and executive officers, pursuant to which we will agree to indemnify our directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or executive officer.

Interested Transactions

A director may, subject to any separate requirement for audit committee approval under applicable law or the Listing Rules of the NASDAQ Stock Market, and disqualification by the chairman of the relevant board meeting, vote in respect of any contract, proposed contract, arrangement or transaction in which he or she is interested, provided that the nature of the interest of any directors in such contract, proposed contract, arrangement or transaction is disclosed by such director at or prior to its consideration and any vote in that matter.

Compensation of Directors and Executive Officers

In 2016 and 2017, we paid an aggregate of US$0.5 million and US$1.0 million, respectively, in cash and benefits to our executive officers. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. We have no service contracts with any of our directors providing for benefits upon termination of employment. For share incentive grants to our directors and executive officers, see "—Share Incentive Plan."

Share Incentive Plan

We maintain a share incentive plan in order to attract, motivate, retain and reward talent, provide additional incentives to our officers, employees, directors and other eligible persons, and promote the success of our business and the interests of our shareholders.

2017 Restricted Share Unit Plan

We adopted the 2017 Restricted Share Unit Plan, or the Plan, to promote the success of our business and the interests of our employees and shareholders by providing long term incentives to attract, motivate, retain and reward our officers, employees, directors and other eligible persons and to link their interests with those of our shareholders.

As of the date of this prospectus, 21,411,660 restricted share units, or RSUs, have been granted, net of forfeitures, while a total of 25,000,000 RSUs are available for award. Once vested, RSUs granted under the Plan can be exercised in exchange for Opera Limited ordinary shares. The Plan assumes a total number of 500 million shares outstanding. Hence, each RSU grant has been adjusted based on the share ratio between Opera Limited, which was established as the group's parent company with 200 million shares, and the Plan's assumed 500 million shares. This corresponds to an adjustment factor of 0.4, thereby resulting in an adjusted number of outstanding RSUs of 8,564,664 of Opera Limited as of the date of this prospectus. The RSUs are subject to certain performance conditions determined by the plan administrator.

The following paragraphs summarize the terms of the Plan:

Plan Administration. Our board of directors or a committee delegated by our board of director acts as the plan administrator.

Types of Awards. This Plan permits grants of RSUs singly, in combination or in tandem under this Plan.

Eligibility. All of our employees are eligible to receive awards under the Plan at the discretion of the Committee. A grant of awards to any member of the Committee shall require board approval.

Term of Awards. Each award may be granted singly, in combination or in tandem with, in replacement of, or as alternatives to, grants or rights under this Plan or any other employee plan, including the plan of any acquired entity. An award is only exercisable or retainable before the eligible individual's termination of service with us, unless determined otherwise by the plan administrator or set forth in the award agreement. No award may be made under the Plan after November 3, 2021.

Vesting Schedule and Other Restrictions. The default vesting period of any award is four years, where 20% vests on each of January 1, 2018 and 2019, and 30% vests on each of January 1, 2020 and 2021. The plan administrator has discretion in making adjustment in the individual vesting schedules and other restrictions applicable to the awards granted under this Plan. The vesting period is set forth in each award agreement.

Exercise Price and Purchase Price. The plan administrator has discretion in determining the price of the awards, subject to a number of limitations.

Acceleration of Exercise upon Corporate Transaction. The plan administrator may accelerate any unvested RSUs. Upon the occurrence of a change of control event, a longstop event or an initial public offering, vested RSUs will be automatically exercised, however, no vested RSUs will be exercised until 180 days following the completion of this offering, after which all vested RSUs will be automatically exercised. Unvested RSUs will continue to vest according to the schedule in each award agreement.

Termination. The vested RSUs will be cancelled by the plan administrator on written notice to an eligible individual who leaves his or her position as an employee due to a lawful termination by the employer for his breach of contract.

Amendment, Suspension or Termination. Mr. Yahui Zhou has the authority to cancel granted RSUs that would have vested in the then current vesting period, based on his assessment that the eligible individual's professional performance has not met expectations.

Transfer Restrictions. Subject also to all the transfer restrictions under the applicable laws and regulations and the restrictions set forth in the applicable award agreement, all awards are non-transferable and non-assignable. Any attempted assignment of an award or any other benefit under the Plan will be null and void.

The table below sets forth certain information as of the date of this prospectus, concerning the outstanding awards we have granted to our directors and executive officers individually.

Name	Ordinary Shares Underlying Outstanding Awards Granted	Date of Grant	Date of Expiration
Yahui Zhou	—	—	—
Hong Yi Zhou	—	—	—
Han Fang	—	—	—
Frode Jacobsen	*	April, 2017	November, 2021
Lin Song	*	April, 2017	November, 2021
All directors and executive officers as a group	*		

* The outstanding awards in aggregate held by each of these directors and executive officers represent less than 1% of our total outstanding shares.

PRINCIPAL SHAREHOLDERS

The following table sets forth information concerning the beneficial ownership of our ordinary shares as of the date of this prospectus for:

- each of our directors and executive officers; and
- each person known to us to beneficially own more than 5% of our ordinary shares.

The calculations in the table below are based on 200,000,000 ordinary shares issued and outstanding as of the date of this prospectus, and assume that 220,359,090 ordinary shares including 19,200,000 ordinary shares to be issued in this offering and excluding 9,750,000 ordinary shares to be surrendered to us as treasury shares immediately after this offering, will be outstanding immediately after the completion of this offering, with the further assumption that the underwriters do not exercise their option to purchase additional ADSs.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, we have included shares that the person has the right to acquire within 60 days, including through the exercise of any option, warrant, or other right or the conversion of any other security. These shares, however, are not included in the computation of the percentage ownership of any other person.

	Ordinary Shares Beneficially Owned Prior to This Offering		Ordinary Shares Beneficially Owned After This Offering	
	Number	%†	Number	%†
Directors and Executive Officers:(1)				
Yahui Zhou(2)	135,000,000	67.5%	135,000,000	61.3%
Hongyi Zhou(3)	55,000,000	27.5%	46,750,000	21.2%
Han Fang	—	—	—	—
Frode Jacobsen	—	—	—	—
Lin Song	—	—	—	—
All directors and executive officers as a group	190,000,000	90.9%	190,000,000	86.2%
Principal Shareholders:				
Kunlun Tech Limited(4)	96,000,000	48.0%	96,000,000	43.6%
Keeneyes Future Holding Inc.(5)	39,000,000	19.5%	39,000,000	17.7%
Qifei International Development Co., Ltd(6).	55,000,000	27.5%	46,750,000	21.2%

* Less than 1% of our total outstanding shares on an as converted basis.

† For each person and group included in this column, percentage ownership is calculated by dividing the number of shares beneficially owned by such person or group, including shares that such person or group has the right to acquire within 60 days after the date of this prospectus, by the sum of (i) 200,000,000, which is the total number of shares outstanding on an as converted basis as of the date of this prospectus, (ii) the number of shares that such person or group has the right to acquire beneficial ownership within 60 days after the date of this prospectus; and (iii) immediately after the completion of this offering, 19,200,000 ordinary shares to be issued in this offering.

(1) Unless otherwise indicated, the business address of our directors and executive officers is Gjerdrums vei 19, Oslo, Norway 0484.

(2) Represents (i) 96,000,000 ordinary shares held by Kunlun Tech Limited, a limited liability company incorporated in Hong Kong, which is wholly owned by Beijing Kunlun Tech Co., Ltd., a company in which Yahui Zhou owns 25.9% of the equity interests and serves as chairman and chief executive officer, and (ii) 39,000,000 ordinary shares held by Keeneyes Future Holding Inc., an exempted company established in the Cayman Islands, which is wholly owned by Perfect Fortune Consultancy Limited. Perfect Fortune Consultancy Limited is wholly owned by a trust of which Yahui Zhou and his family members are the beneficiaries.

(3) Represents 55,000,000 ordinary shares held by Qifei International Development Co. Limited, a limited liability company incorporated in Hong Kong (including 8,250,000 ordinary shares to be surrendered to us as treasury shares immediately after this offering). Qifei International Development Co. Limited, which is wholly owned by Qisi (HK) Technology Co. Ltd., which in turn is indirectly wholly owned by 360 Security Technology Inc., a company in which Hongyi Zhou serves as the chairman and chief executive officer.

(4) Represents 96,000,000 ordinary shares held by Kunlun Tech Limited, a limited liability company incorporated in Hong Kong. KunlunTech Limited is wholly owned by Beijing Kunlun Tech Co., Ltd., a company in which Yahui Zhou owns 25.9% of the equity interest and serves as chairman and chief executive officer. The registered address of Kunlun Tech Limited is Flat/Rm 1903, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong.

(5) Represents 39,000,000 ordinary shares held by Keeneyes Future Holding Inc., an exempted company established in the Cayman Islands. Keeneyes Future Holding Inc. is wholly owned by Perfect Fortune Consultancy Limited. Perfect Fortune Consultancy Limited is wholly owned by a trust of which Yahui Zhou and his family members are the beneficiaries. The registered address of Keeneyes Future Holding Inc., is P.O. Box 2075, George Town, Grand Cayman, KY1-1105, Cayman Islands.

(6) Represents 55,000,000 ordinary shares held by Qifei International Development Co. Limited (including 8,250,000 ordinary shares to be surrendered to us as treasury shares immediately after this offering), a limited liability company incorporated in Hong Kong. Qifei International Development Co. Limited is wholly owned by Qisi (HK) Technology Co. Ltd., which in turn is indirectly wholly owned by 360 Security Technology Inc., a company in which Hongyi Zhou serves as chairman and chief executive officer. The registered address of Qifei International Development Co. Limited is Flat 402, Jardine House, 1 Connaught Place, Central, Hong Kong.

As of the date of this prospectus, we had no ordinary share outstanding that were held by a record holder in the United States. None of our shareholders has informed us that it 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. See “Description of Share Capital—History of Securities Issuances” for a description of issuances of our securities that have resulted in significant changes in ownership held by our major shareholders.

RELATED PARTY TRANSACTIONS

Private Placements

See “Description of Share Capital—History of Securities Issuances.”

Transactions with Certain Shareholders

See “Description of Share Capital—History of Securities Issuances” for a description of our issuances of ordinary shares.

Transactions with Other Related Parties

Kunlun AI Inc., or Kunlun AI, is a company controlled by our chief executive officer and chairman. We received certain professional services from Kunlun AI in 2016. As of December 31, 2016 and 2017 and March 31, 2018, we had professional service liability of US$0.1 million; nil (US$0) and nil (US$0) due to Kunlun AI.

Beijing Kunlun Tech Co., Ltd, or Kunlun, is a company in which our chief executive officer and chairman is a significant shareholder. We leased office facilities in Beijing from Kunlun in 2016 and 2017 and the Successor recorded expenses of US$0.2 million in the period from July 26, 2016 to December 31, 2016 and US$1.4 million in 2017. As of December 31, 2016 and 2017 and March 31, 2018, we had trade payables of US$0.2 million, US$0.1 million and nil (US$0), due to Kunlun, respectively.

Starmaker Interactive Inc, or Starmaker, is a company controlled by our chief executive officer and chairman. In 2017. we provided a loan of US$0.5 million to Starmaker, which was fully repaid in March 2018.

360 Mobile Security Limited, or 360 Mobile, is a company controlled by our director, Mr. Hongyi Zhou. Our chairman and chief executive officer, Mr. Yahui Zhou, has significant influence over 360 Mobile. We received professional services related to distribution and promotion of our advertising services worldwide from 360 Mobile and recorded expenses of US$9.7 million in 2016 consisting of US$4.5 million in the period from January 1, 2016 to November 3, 2016 and US$5.2 million in the period from November 4, 2016 to December 31, 2016 and US$8.4 million in 2017. We paid 360 Mobile Security Limited a service fee equal to the expenses it incurred in providing us services such as engaging with media owners for negotiation of advertising space booking, buying and payment, subject to an agreed cap. As of December 31, 2016 and 2017 and March 31, 2018, we had distribution liability of US$5.4 million, US$3.3 million and US$2.5 million, due to 360 Mobile, respectively.

nHorizon Innovation (Beijing) Software Ltd, or nHorizon, is our equity investee. We provided professional services to nHorizon and recorded operating revenue of US$0.3 million or US$2.6 million on a pro forma consolidated basis in 2016 consisting of US$2.3 million in the period from January 1, 2016 to November 3, 2016 and US$0.3 million in the period from November 4, 2016 to December 31, 2016 and US$0.4 million in 2017. We also received professional services from nHorizon and recorded expenses of US$1.1 million on a pro forma consolidated basis in 2016 consisting of US$1.1 million in the period from January 1, 2016 to November 3, 2016 and nil (US$0) in the period from November 4, 2016 to December 31, 2016 and US$0.5 million in 2017. As of December 31, 2016 and 2017 and March 31, 2018, we had professional service receivable of US$0.2 million, US$0.2 million and nil (US$0), due from nHorizon, respectively. As of December 31, 2016 and 2017 and March 31, 2018, we had revenue share liability of US$0.2 million, US$0.2 million and US$0.1 million, due to nHorizon, respectively. As of December 31, 2017 and March 31, 2018, we also had professional service liability of US$0.5 million and US$0.3 million, respectively.

Powerbets Holdings Limited, or Powerbets, is our equity investee. We provided a loan of US$0.2 million to Powerbets in 2017, and another loan of US$0.7 million in 2018. As of March 31, 2018, we had US$0.9 million of loan receivable due from Powerbets.

Opay Digital Services Limited (HK), or Opay, is our equity investee which our chief executive officer and chairman controls through Balder Investment Inc., where certain of our other officers also have financial interests but no voting rights. Opay is an online payment service provider targeting African users. In 2017, we provided a loan of US$5.6 million to Opay in relation to its business expansion in Nigeria. In 2018, we provided a loan of US$0.4 million to Opay in relation to its business expansion in Kenya. Both loans are interest-free for the first 60 days and are due and payable upon notice. We also provided professional services to Opay and recorded operating revenue of US$2.8 million in 2017. As of March 31, 2018, we had US$5.5 million of trade receivable and US$1.0 million loan receivable, due from Opay. Our investment in and relevant transactions with Opay are in line with our business growth strategy and we expect to continue investing in Opay as its business develops.

Share Incentive Plan

See “Management—Compensation of Directors and Executive Officers” and “Management—Share Incentive Plan.”

Employment Agreements and Indemnification Agreements

See “Management—Employment Agreements and Indemnification Agreements.”

DESCRIPTION OF SHARE CAPITAL

We are a Cayman Islands company and our affairs are governed by our amended and restated memorandum and articles of association and the Companies Law (as amended) of the Cayman Islands, or Companies Law, and the common law of the Cayman Islands.

As of the date of this prospectus, our authorized share capital consists of US$50,000 divided into shares with a par value of US$0.0001 each, comprised of 500,000,000 ordinary shares with a par value of US$0.0001 each.

Assuming that we obtain the requisite shareholder approval, we will adopt an amended and restated memorandum and articles of association, or post-IPO memorandum and articles of association, which will become effective and replace our current memorandum and articles of association in its entirety immediately prior to the completion of this offering. Our post-IPO memorandum and articles of association provide that, immediately prior to the completion of this offering, our authorized share capital will be US$50,000 divided into 500,000,000 ordinary shares with a par value of US$0.0001 each. Immediately upon the completion of this offering, we will have an aggregate of 220,359,090 issued and outstanding ordinary shares, including 19,200,000 ordinary shares represented by the ADSs to be issued by us in this offering, assuming the underwriters do not exercise the option to purchase additional ADSs.

The following are summaries of material provisions of our post-IPO memorandum and articles of association and the Companies Law as they relate to the material terms of our ordinary shares that we expect will become effective immediately prior to the completion of this offering.

Exempted Company

We are an exempted company incorporated with limited liability under the Companies Law. The Companies Law distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary resident company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies;
- an exempted company is not required to open its register of members for inspection;
- an exempted company does not have to hold an annual general meeting;
- an exempted company may issue no par value, negotiable or bearer shares;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

Ordinary Shares

General

All of our outstanding ordinary shares are fully paid and non-assessable. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their ordinary shares. Our post-IPO

memorandum and articles prohibit us from issuing bearer or negotiable shares. Our company will issue only non-negotiable shares in registered form, which will be issued when registered in our register of members.

Dividends

The holders of our ordinary shares are entitled to receive such dividends as may be declared by our board of directors subject to our post-IPO memorandum and articles of association and the Companies Law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Under Cayman Islands law, dividends may be paid only out of profits, which include net earnings and retained earnings undistributed in prior years, and out of share premium, a concept analogous to paid-in surplus in the United States. No dividend may be declared and paid unless our directors determine that, immediately after the payment, we will be able to pay our debts as they fall due in the ordinary course of business and we have funds lawfully available for such purpose.

Register of Members

Under Cayman Islands law, we must keep a register of members and there must be entered therein:

- the names and addresses of the members, a statement of the shares held by each member, and of the amount paid or agreed to be considered as paid, on the shares of each member;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, the register of members of our company is prima facie evidence of the matters set out therein (i.e. the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members will be deemed as a matter of Cayman Islands law to have legal title to the shares as set against its name in the register of members. Upon the completion of this offering, our register of members will be immediately updated to record and give effect to the issue of ordinary shares by us to Bank of New York Mellon, as the depositary (or its custodian or nominee). Once our register of members has been updated, the shareholders recorded in the register of members shall be deemed to have legal title to the shares set against their name.

If the name of any person is, without sufficient cause, entered in or omitted from the register of members, or if default is made or unnecessary delay takes place in entering on the register the fact of any person having ceased to be a member, the person or member aggrieved or any member or the company itself may apply to the Grand Court of the Cayman Islands for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register.

Voting Rights

Holders of our ordinary shares have the right to receive notice of, attend, speak and vote at general meetings of our company. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or one or more shareholder present in person or by proxy entitled to vote and who together hold not less than 10% of all paid up voting share capital of our company. An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes cast in a general meeting. A special resolution requires the affirmative vote of no less than two-thirds of the votes cast in a general meeting. Both ordinary resolutions and special resolutions may also

be passed by a unanimous written resolution signed by all the shareholders of our company, as permitted by the Companies Law and our post-IPO memorandum and articles of association. A special resolution will be required for important matters such as a change of name or making changes to our memorandum and articles of association.

General Meetings and Shareholder Proposals

As a Cayman Islands exempted company, we are not obliged by the Companies Law to call shareholders' annual general meetings. Our post-IPO memorandum and articles of association provide that we may (but are not obliged to) in each year hold a general meeting as our annual general meeting in which case we will specify the meeting as such in the notices calling it, and the annual general meeting will be held at such time and place as may be determined by our directors. We, however, will hold an annual shareholders' meeting during each fiscal year, as required by the Listing Rules of the NASDAQ Stock Market.

Cayman Islands law provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's post-offering amended and restated articles of association. Our post-IPO memorandum and articles of association allow our shareholders holding shares representing in aggregate not less than one-third of all votes attaching to the issued and outstanding shares of our company entitled to vote at general meetings to requisition a special meeting of the shareholders, in which case the directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting; however, our post-IPO memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

A quorum required for a meeting of shareholders consists of one or more shareholders holding, in aggregate, not less than one-third of the votes attaching to all paid up share capital of our company present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative. Advance notice of at least seven calendar days is required for the convening of our annual general meeting and other shareholders meetings.

Transfer of Ordinary Shares

Subject to the restrictions in our post-IPO memorandum and articles of association as set out below, any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board.

Our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which we have a lien. Our directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the ordinary share is to be transferred does not exceed four; or
- the ordinary shares transferred are free of any lien in favor of us.

If our directors refuse to register a transfer they are obligated to, within three months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal. The registration of transfers of shares or of any class of shares may, after compliance with any notice requirement of the designated stock exchange, be suspended at such times and for such periods (not exceeding in the whole thirty (30) days in any year) as our board of directors may determine.

Issuance of Additional Shares

Our post-IPO memorandum and articles of association authorizes our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares. Our post-IPO memorandum and articles of association also authorize our board of directors to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights, voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares without further action by our shareholders to the extent authorized but unissued. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Liquidation

On the winding up of our company, if the assets available for distribution amongst our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst our shareholders in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders in proportion to the par value of the shares held by them. We are a “limited liability” company registered under the Companies Law, and under the Companies Law, the liability of our members is limited to the amount, if any, unpaid on the shares respectively held by them. Our post-IPO memorandum and articles of association contains a declaration that the liability of our members is so limited.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares

Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their ordinary shares in a notice served to such shareholders at least fourteen calendar days prior to the specified time and place of payment. The ordinary shares that have been called upon and remain unpaid on the specified time are subject to forfeiture.

Redemption, Repurchase and Surrender of Ordinary Shares

We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors or by a special resolution of our shareholders. Our company may also repurchase any of our shares provided that the manner and terms of such purchase have been approved by our board of directors or by ordinary resolution of our shareholders, or are otherwise authorized by our

post-IPO memorandum and articles of association. Under the Companies Law, the redemption or repurchase of any share may be paid out of our company's profits or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if the company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Law no such share may be redeemed or repurchased (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares outstanding, or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares

If at any time the share capital is divided into different classes of shares, the rights attached to any class of shares may, unless otherwise provided by the terms of issue of the shares of or the rights attaching to that class, be varied either with the unanimous written consent of the holders of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

Inspection of Books and Records

Holders of our ordinary shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we will provide our shareholders with annual audited financial statements. See "Where You Can Find Additional Information."

Changes in Capital

Our shareholders may from time to time by ordinary resolutions:

- increase the share capital by such sum, to be divided into shares of such classes and amount, as the resolution prescribes;
- consolidate and divide all or any of our share capital into shares of a larger amount than our existing shares;
- convert all or any of its paid up shares into stock and reconvert the stock into paid up shares of any denomination;
- sub-divide our existing shares, or any of them into shares of a smaller amount than that fixed by our post-IPO memorandum of association; provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share will be the same as it was in case of the share from which the reduced share is derived; and
- cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of our share capital by the amount of the shares so canceled.

Our shareholders may by special resolution, subject to confirmation by the Grand Court of the Cayman Islands on an application by our company for an order confirming such reduction, reduce our share capital and any capital redemption reserve in any manner authorized by law.

Differences in Corporate Law

The Companies Law is derived, to a large extent, from the older Companies Acts of England, but does not follow recent English law statutory enactments, and accordingly there are significant differences between the Companies Law and the current Companies Act of England. In addition, the Companies Law

differs from laws applicable to Delaware corporations and their shareholders. Set forth below is a summary of certain significant differences between the provisions of the Companies Law applicable to us and the laws applicable to Delaware corporations and their shareholders.

Mergers and Similar Arrangements

The Companies Law permits mergers and consolidations between Cayman Islands companies and between Cayman Islands companies and non-Cayman Islands companies. For these purposes, (a) "merger" means the merging of two or more constituent companies and the vesting of their undertakings, property and liabilities in one of such companies as the surviving company and (b) a "consolidation" means the combination of two or more constituent companies into a consolidated company and the vesting of the undertakings, property and liabilities of such companies to the consolidated company. In order to effect such a merger or consolidation, the directors of each constituent company must approve a written plan of merger or consolidation, which must then be authorized by (a) a special resolution of the shareholders of each constituent company, and (b) such other authorization, if any, as may be specified in such constituent company's articles of association. The written plan of merger or consolidation must be filed with the Registrar of Companies together with a declaration as to the solvency of the consolidated or surviving company, a declaration as to the assets and liabilities of each constituent company and an undertaking that a copy of the certificate of merger or consolidation will be given to the members and creditors of each constituent company and that notification of the merger or consolidation will be published in the Cayman Islands Gazette. Dissenting shareholders have the right to be paid the fair value of their shares (which, if not agreed between the parties, will be determined by the Cayman Islands court) if they follow the required procedures, subject to certain exceptions. Court approval is not required for a merger or consolidation which is effected in compliance with these statutory procedures.

Separate from the statutory provisions relating to mergers and consolidations, the Companies Law also contains statutory provisions that facilitate the reconstruction and amalgamation of companies by way of schemes of arrangement, provided that the arrangement is approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made, and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meetings, convened for that purpose. The convening of the meetings and subsequently the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder has the right to express to court the view that the transaction ought not to be approved, the court can be expected to approve the arrangement if it determines that:

- the statutory provisions as to the due majority vote have been met;
- the shareholders have been fairly represented at the meeting in question and the statutory majority are acting bona fide without coercion of the minority to promote interests adverse to those of the class;
- the arrangement is such that may be reasonably approved by an intelligent and honest man of that class acting in respect of his interest; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Law.

The Companies Law also contains a statutory power of compulsory acquisition which may facilitate the "squeeze out" of dissentient minority shareholders upon a tender offer. When a tender offer is made and accepted by holders of 90% of the shares affected (within four months), the offeror may, within a two-month period commencing on the expiration of such four month period, require the holders of the

remaining shares to transfer such shares to the offeror on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands, but this is unlikely to succeed in the case of an offer which has been so approved unless there is evidence of fraud, bad faith or collusion.

If the arrangement and reconstruction is thus approved, or a tender offer is made and accepted, a dissenting shareholder would have no rights comparable to appraisal rights, which would otherwise ordinarily be available to dissenting shareholders of United States corporations, providing rights to receive payment in cash for the judicially determined value of the shares.

Shareholders' Suits

In principle, we will normally be the proper plaintiff in any action or proceedings to be brought in respect of a wrong committed against us, and as a general rule a derivative action may not be brought by a minority shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority in the Cayman Islands, the Cayman Islands court can be expected to apply and follow the common law principles (namely the rule in Foss v. Harbottle and the exceptions thereto) which permit a minority shareholder to commence a class action against, or a derivative action in the name of, a company to challenge the following acts in the following circumstances:

- a company acts or proposes to act illegally or ultra vires;
- the act complained of, although not ultra vires, could only be effected duly if authorized by more than a simple majority vote that has not been obtained; and
- those who control the company are perpetrating a "fraud on the minority."

Directors' Fiduciary Duties

Under Delaware corporate law, a director of a Delaware corporation has a fiduciary duty to the corporation and its shareholders. This duty has two components, the duty of care and the duty of loyalty. The duty of care requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform himself of, and disclose to shareholders, all material information reasonably available regarding a significant transaction. The duty of loyalty requires that a director must act in a manner he or she reasonably believes to be in the best interests of the corporation.

A director must not use his or her corporate position for personal gain or advantage. This duty prohibits self-dealing by a director and mandates that the best interests of the corporation and its shareholders take precedence over any interest possessed by a director, officer or controlling shareholder not shared by the shareholders generally. In general, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Should such evidence be presented concerning a transaction by a director, the director must prove the procedural fairness of the transaction and that the transaction was of fair value to the corporation.

As a matter of Cayman Islands law, a director of a Cayman Islands company is in the position of a fiduciary with respect to the company, and therefore he or she owes the following duties to the company — a duty to act bona fide in the best interests of the company, a duty not to make a personal profit out of his or her position as director (unless the company permits him or her to do so), a duty not to put himself or herself in a position where the interests of the company conflict with his or her personal interests or his or her duty to a third-party and a duty to exercise powers for the purpose for which such powers were intended. A director of a Cayman Islands company owes to the company a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her

duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, there are indications that the English and commonwealth courts are moving towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands.

Under our post-IPO memorandum and articles of association, directors who are in any way, whether directly or indirectly, interested in a contract or proposed contract with our company must declare the nature of their interest at a meeting of the board of directors. Subject to Listing Rules of the NASDAQ Stock Market and disqualification by the chairman of the relevant board meeting, a director may vote in respect of any contract, proposed contract, arrangement or transaction notwithstanding his interest.

Shareholder Action by Written Resolution

Under the Delaware General Corporation Law, a corporation may eliminate the right of shareholders to act by written consent by amendment to its certificate of incorporation. The Companies Law and our post-IPO memorandum and articles of association provide that shareholders may approve corporate matters by way of a unanimous written resolution signed by or on behalf of each shareholder who would have been entitled to vote on such matter at a general meeting without a meeting being held.

Shareholder Proposals

Under the Delaware General Corporation Law, a shareholder has the right to put any proposal before the annual meeting of shareholders, provided it complies with the notice provisions in the governing documents. A special meeting may be called by the board of directors or any other person authorized to do so in the governing documents, but shareholders may be precluded from calling special meetings.

Cayman Islands law does not provide shareholders any right to put proposal before a meeting and provides limited rights for shareholders to requisition a general meeting. However, these rights may be provided in articles of association. Our post-offering amended and restated articles of association allow our shareholders holding shares representing in aggregate not less than one-third of all votes attaching to the issued and outstanding shares of our company entitled to vote at general meetings to requisition a shareholder's meeting. Other than this right to requisition a shareholders' meeting, our post-offering amended and restated articles of association do not provide our shareholders other right to put proposal before a meeting. As an exempted Cayman Islands company, we are not obliged by law to call shareholders' annual general meetings.

Cumulative Voting

Under the Delaware General Corporation Law, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Cumulative voting potentially facilitates the representation of minority shareholders on a board of directors since it permits the minority shareholder to cast all the votes to which the shareholder is entitled for a single director, which increases the shareholder's voting power with respect to electing such director. There are no prohibitions in relation to cumulative voting under the laws of the Cayman Islands but our post-IPO memorandum and articles of association do not provide for cumulative voting.

Removal of Directors

Under the Delaware General Corporation Law, a director of a corporation may be removed with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. Under our post-IPO memorandum and articles of association, directors can be removed by an ordinary resolution. In addition, a director's office shall be vacated if the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found to

be or becomes of unsound mind; (iii) resigns by notice in writing to the company; (iv) without special leave of absence from our board of directors, is absent from three consecutive meetings of the board and the board resolves that his office be vacated; (v) is prohibited by law from being a director; or (vi) is removed pursuant to our amended and restated memorandum and articles of association then in effect.

Transactions with Interested Shareholders

The Delaware General Corporation Law contains a business combination statute applicable to Delaware public corporations whereby, unless the corporation has specifically elected not to be governed by such statute by amendment to its certificate of incorporation, it is prohibited from engaging in certain business combinations with an "interested shareholder" for three years following the date on which such person becomes an interested shareholder. An interested shareholder generally is one which owns or owned 15% or more of the target's outstanding voting shares within the past three years. This has the effect of limiting the ability of a potential acquiror to make a two-tiered bid for the target in which all shareholders would not be treated equally. The statute does not apply if, among other things, prior to the date on which such shareholder becomes an interested shareholder, the board of directors approves either the business combination or the transaction that resulted in the person becoming an interested shareholder. This encourages any potential acquirer of a Delaware public corporation to negotiate the terms of any acquisition transaction with the target's board of directors.

Cayman Islands law has no comparable statute. As a result, we cannot avail ourselves of the types of protections afforded by the Delaware business combination statute. However, although Cayman Islands law does not regulate transactions between a company and its significant shareholders, it does provide that such transactions entered into must be bona fide in the best interests of the company, for a proper corporate purpose and not with the effect of perpetrating a fraud on the minority shareholders.

Dissolution and Winding Up

Under the Delaware General Corporation Law, unless the board of directors approves the proposal to dissolve, dissolution must be approved by shareholders holding 100% of the total voting power of the corporation. Only if the dissolution is initiated by the board of directors may it be approved by a simple majority of the corporation's outstanding shares. The Delaware General Corporation Law allows a Delaware corporation to include in its certificate of incorporation a supermajority voting requirement in connection with dissolutions initiated by the board of directors. Under the Companies Law, our company may be dissolved, liquidated or wound up by a special resolution, or by an ordinary resolution on the basis that our company is unable to pay its debts as they fall due.

Variation of Rights of Shares

If at any time, our share capital is divided into different classes of shares, under the Delaware General Corporation Law, a corporation may vary the rights of a class of shares with the approval of a majority of the outstanding shares of such class, unless the certificate of incorporation provides otherwise. Under our post-IPO memorandum and articles of association and as permitted by the Companies Law, if our share capital is divided into more than one class of shares, we may vary the rights attached to any class either with the unanimous written consent of the holders of the issued shares of that class or with the sanction of a special resolution passed at a general meeting of the holders of the shares of that class.

Amendment of Governing Documents

Under the Delaware General Corporation Law, a corporation's governing documents may be amended with the approval of a majority of the outstanding shares entitled to vote, unless the certificate of incorporation provides otherwise. As required by the Companies Law, our post-IPO memorandum and articles of association may only be amended by a special resolution of our shareholders.

Inspection of Books and Records

Under the Delaware General Corporation Law, any shareholder of a corporation may for any proper purpose inspect or make copies of the corporation's stock ledger, list of shareholders and other books and records.

Holders of our shares will have no general right under Cayman Islands law to inspect or obtain copies of our list of shareholders or our corporate records. However, we intend to provide our shareholders with annual reports containing audited financial statements.

Anti-takeover Provisions

Some provisions of our post-IPO memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including a provision that authorizes our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our post-IPO memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

Rights of Non-resident or Foreign Shareholders

There are no limitations imposed by foreign law or by our post-IPO memorandum and articles of association on the rights of non-resident or foreign shareholders to hold or exercise voting rights on our ordinary shares. In addition, there are no provisions in our post-IPO memorandum and articles of association governing the ownership threshold above which shareholder ownership must be disclosed.

Staggered Board of Directors

The Companies Law does not contain statutory provisions that require staggered board arrangements for a Cayman Islands company. Such provisions, however, may validly be provided for in the articles of association, and we have provided for a staggered board of directors in our post-IPO memorandum and articles of association. Pursuant to such provision, one-third of the current members of our board are required to retire and stand for re-election at each annual general meeting of our company.

History of Securities Issuances

Ordinary Shares

On June 25, 2018, all of the existing members of Kunhoo Software LLC exchanged their membership interests in Kunhoo Software LLC for ordinary shares having substantially the same rights in Opera Limited. There have been no additional issuances of our ordinary shares.

Registration Rights

Prior to completion of this offering, we will enter into a registration rights agreement with all existing shareholders, pursuant to which we will grant certain registration rights to each of the holders of our issued and outstanding shares as of the date thereof (the "registrable shares").

Demand Registration Rights

If any of the holders of the registrable shares holds more than 20% of our outstanding registrable shares, such holder may have the right to demand that we file a registration statement covering the

registration of the registrable shares. We, however, are not obliged to effect a demand registration (i) during the 180-day period commencing with the date of this offering, or (ii) if we deliver notice to the holders of the registrable shares within 30 days of any registration request of our intent to file a registration statement for this offering within 90 days. We shall have no obligation to effect more than two demand registrations if such registrations have been declared or ordered effective. We also have the right to postpone the filing of a registration statement under certain reasonable circumstances for a period of not more than 180 days in any 12-month period.

Piggyback Registration Rights

If we propose to register any of our shares under the Securities Act for purposes of effecting a public offering of our securities (including, but not limited to, registration statements relating to secondary offerings of our securities, any registration pursuant to demand registration rights or Form F-3 registration rights, but excluding registration statement relating to any employee benefit plan, Rule 144 transaction or a corporate reorganization), we must afford holders of registrable shares an opportunity to include in the registration all or any part of their registrable shares then held by them.

Form F-3 Registration Rights

Subject to customary underwriter cutback provisions, holders of the registrable shares have the right to request that we file a registration statement under Form F-3 and any related qualification or compliance with respect to all or a part of the registrable securities then owned by such holders. There will be no limit on the number of times the holders may request registration of registrable securities. However, we are not obligated to effect such registration, qualification or compliance if the anticipated gross proceeds from such offering are less than US$2.0 million.

No Registration Rights to Third Parties

Save for the registration rights granted to each of the holders of the registrable shares, we shall not grant registration rights to any party.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

American Depositary Shares

The Bank of New York Mellon, as depositary, will register and deliver American Depositary Shares, also referred to as ADSs. Each ADS will represent two ordinary shares (or a right to receive two ordinary shares) deposited with The Hongkong and Shanghai Banking Corporation Limited, as custodian for the depositary in Hong Kong. Each ADS will also represent any other securities, cash or other property which may be held by the depositary. The deposited shares together with any other securities, cash or other property held by the depositary are referred to as the deposited securities. The depositary's office at which the ADSs will be administered is located at 101 Barclay Street, New York, New York 10286. The Bank of New York Mellon's principal executive office is located at 225 Liberty Street, New York, New York 10286.

You may hold ADSs either (A) directly (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (ii) by having uncertificated ADSs registered in your name, or (B) indirectly by holding a security entitlement in ADSs through your broker or other financial institution that is a direct or indirect participant in The Depository Trust Company, also called DTC. If you hold ADSs directly, you are a registered ADS holder, also referred to as an ADS holder. This description assumes you are an ADS holder. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

Registered holders of uncertificated ADSs will receive statements from the depositary confirming their holdings.

As an ADS holder, we will not treat you as one of our shareholders and you will not have shareholder rights. Cayman Islands law governs shareholder rights. The depositary will be the holder of the ordinary shares underlying your ADSs. As a registered holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary, ADS holders and all other persons indirectly or beneficially holding ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADSs.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of ADR. See "Where You Can Find Additional Information" for directions on how to obtain copies of those documents.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay or distribute to ADS holders the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, upon payment or deduction of its fees and expenses. You will receive these distributions in proportion to the number of shares your ADSs represent.

Cash. The depositary will convert any cash dividend or other cash distribution we pay on the shares into U.S. Dollars, if it can do so on a reasonable basis and can transfer the U.S. Dollars to the United States. If that is not possible or if any government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest.

Before making a distribution, any withholding taxes, or other governmental charges that must be paid will be deducted. See “Taxation” for additional information. The depositary will distribute only whole U.S. Dollars and cents and will round fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some of the value of the distribution*.

Shares. The depositary may distribute additional ADSs representing any shares we distribute as a dividend or free distribution. The depositary will only distribute whole ADSs. It will sell shares which would require it to deliver a fraction of an ADS (or ADSs representing those shares) and distribute the net proceeds in the same way as it does with cash. If the depositary does not distribute additional ADSs, the outstanding ADSs will also represent the new shares. The depositary may sell a portion of the distributed shares (or ADSs representing those shares) sufficient to pay its fees and expenses in connection with that distribution.

Rights to Purchase Additional Shares. If we offer holders of our securities any rights to subscribe for additional shares or any other rights, the depositary may (i) exercise those rights on behalf of ADS holders, (ii) distribute those rights to ADS holders or (iii) sell those rights and distribute the net proceeds to ADS holders, in each case after deduction or upon payment of its fees and expenses. To the extent the depositary does not do any of those things, it will allow the rights to lapse. In that case, you will receive no value for them. The depositary will exercise or distribute rights only if we ask it to and provide satisfactory assurances to the depositary that it is legal to do so. If the depositary will exercise rights, it will purchase the securities to which the rights relate and distribute those securities or, in the case of shares, new ADSs representing the new shares, to subscribing ADS holders, but only if ADS holders have paid the exercise price to the depositary. U.S. securities laws may restrict the ability of the depositary to distribute rights or ADSs or other securities issued on exercise of rights to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

Other Distributions. The depositary will send to ADS holders anything else we distribute on deposited securities by any means it thinks is legal, fair and practical. If it cannot make the distribution in that way, the depositary has a choice. It may decide to sell what we distributed and distribute the net proceeds, in the same way as it does with cash. Or, it may decide to hold what we distributed, in which case ADSs will also represent the newly distributed property. However, the depositary is not required to distribute any securities (other than ADSs) to ADS holders unless it receives satisfactory evidence from us that it is legal to make that distribution. The depositary may sell a portion of the distributed securities or property sufficient to pay its fees and expenses in connection with that distribution. U.S. securities laws may restrict the ability of the depositary to distribute securities to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. *This means that you may not receive the distributions we make on our shares or any value for them if it is illegal or impractical for us to make them available to you*.

Deposit, Withdrawal and Cancelation

How are ADSs issued?

The depositary will deliver ADSs if you or your broker deposits shares or evidence of rights to receive shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons that made the deposit.

How can ADS holders withdraw the deposited securities?

You may surrender your ADSs to the depositary for the purpose of withdrawal. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will deliver the shares and any other deposited securities underlying the ADSs to the ADS holder or a person the ADS holder designates at the office of the custodian. Or, at your request, risk and expense, the depositary will deliver the deposited securities at its office, if feasible. However, the depositary is not required to accept surrender of ADSs to the extent it would require delivery of a fraction of a deposited share or other security. The depositary may charge you a fee and its expenses for instructing the custodian regarding delivery of deposited securities.

How do ADS holders interchange between certificated ADSs and uncertificated ADSs?

You may surrender your ADR to the depositary for the purpose of exchanging your ADR for uncertificated ADSs. The depositary will cancel that ADR and will send to the ADS holder a statement confirming that the ADS holder is the registered holder of uncertificated ADSs. Upon receipt by the depositary of a proper instruction from a registered holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depositary will execute and deliver to the ADS holder an ADR evidencing those ADSs.¶

Voting Rights

How do you vote?

ADS holders may instruct the depositary how to vote the number of deposited shares their ADSs represent. See “Description of Share Capital” for more information on the voting rights of our ordinary shares underlying the ADSs. If we request the depositary to solicit your voting instructions (and we are not required to do so), the depositary will notify you of a shareholders’ meeting and send or make voting materials available to you. Those materials will describe the matters to be voted on and explain how ADS holders may instruct the depositary how to vote. For instructions to be valid, they must reach the depositary by a date set by the depositary. The depositary will try, as far as practical, subject to the laws of the Cayman Islands and the provisions of our articles of association or similar documents, to vote or to have its agents vote the shares or other deposited securities as instructed by ADS holders. If we do not request the depositary to solicit your voting instructions, you can still send voting instructions, and, in that case, the depositary may try to vote as you instruct, but it is not required to do so.

Except by instructing the depositary as described above, you won’t be able to exercise voting rights unless you surrender your ADSs and withdraw the shares. However, you may not know about the meeting enough in advance to withdraw the shares. In any event, the depositary will not exercise any discretion in voting deposited securities and it will only vote or attempt to vote as instructed.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote your shares.

In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. *This means that you may not be able to exercise voting rights and there may be nothing you can do if your shares are not voted as you requested.*

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to Deposited Securities, if we request the depositary to act, we agree to give the depositary notice of any such meeting and details concerning the matters to be voted upon at least 30 days in advance of the meeting date.

Fees and Expenses

Persons depositing or withdrawing shares or ADS holders must pay:	For:
US$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 Cancelation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
US$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 (including rights) that are distributed by the depositary to ADS holders
US$0.05 (or less) per ADS 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 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

The depositary 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 (or by selling a portion of securities or other property distributable) 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.

From time to time, the depositary may make payments to us to reimburse us for costs and expenses generally arising out of establishment and maintenance of the ADS program, waive fees and expenses for services provided to us by the depositary or share revenue from the fees collected from ADS holders. In performing its duties under the deposit agreement, the depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the depositary and that may earn or share fees, spreads or commissions.

The depositary may convert currency itself or through any of its affiliates and, in those cases, acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account.

The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the deposit agreement and the rate that the depositary or its affiliate receives when buying or selling foreign currency for its own account. The depositary makes no representation that the exchange rate used or obtained in any currency conversion under the deposit agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to ADS holders, subject to the depositary's obligations under the deposit agreement. The methodology used to determine exchange rates used in currency conversions is available upon request.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register any transfer of your ADSs or allow you to withdraw the deposited securities represented by your ADSs until those taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay to ADS holders any proceeds, or send to ADS holders any property, remaining after it has paid the taxes.

Tender and Exchange Offers; Redemption, Replacement or Cancelation of Deposited Securities

The depositary will not tender deposited securities in any voluntary tender or exchange offer unless instructed to do by an ADS holder surrendering ADSs and subject to any conditions or procedures the depositary may establish.

If deposited securities are redeemed for cash in a transaction that is mandatory for the depositary as a holder of deposited securities, the depositary will call for surrender of a corresponding number of ADSs and distribute the net redemption money to the holders of called ADSs upon surrender of those ADSs.

If there is any change in the deposited securities such as a sub-division, combination or other reclassification, or any merger, consolidation, recapitalization or reorganization affecting the issuer of deposited securities in which the depositary receives new securities in exchange for or in lieu of the old deposited securities, the depositary will hold those replacement securities as deposited securities under the deposit agreement. However, if the depositary decides it would not be lawful and practical to hold the replacement securities because those securities could not be distributed to ADS holders or for any other reason, the depositary may instead sell the replacement securities and distribute the net proceeds upon surrender of the ADSs.

If there is a replacement of the deposited securities and the depositary will continue to hold the replacement securities, the depositary may distribute new ADSs representing the new deposited securities or ask you to surrender your outstanding ADRs in exchange for new ADRs identifying the new deposited securities.

If there are no deposited securities underlying ADSs, including if the deposited securities are canceled, or if the deposited securities underlying ADSs have become apparently worthless, the depositary may call for surrender or of those ADSs or cancel those ADSs upon notice to the ADS holders.

Amendment and Termination

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the ADRs without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or

similar items, or prejudices a substantial right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.*

How may the deposit agreement be terminated?

The depositary will initiate termination of the deposit agreement if we instruct it to do so. The depositary may initiate termination of the deposit agreement if:

- 60 days have passed since the depositary told us it wants to resign but a successor depositary has not been appointed and accepted its appointment;
- we delist the ADSs from an exchange on which they were listed and do not list the ADSs on another exchange;
- we appear to be insolvent or enter insolvency proceedings;
- all or substantially all the value of the deposited securities has been distributed either in cash or in the form of securities;
- there are no deposited securities underlying the ADSs or the underlying deposited securities have become apparently worthless; or
- there has been a replacement of deposited securities.

If the deposit agreement will terminate, the depositary will notify ADS holders at least 90 days before the termination date. At any time after the termination date, the depositary may sell the deposited securities. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, unsegregated and without liability for interest, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. Normally, the depositary will sell as soon as practicable after the termination date.

After the termination date and before the depositary sells, ADS holders can still surrender their ADSs and receive delivery of deposited securities, except that the depositary may refuse to accept a surrender for the purpose of withdrawing deposited securities or reverse previously accepted surrenders of that kind if it would interfere with the selling process. The depositary may refuse to accept a surrender for the purpose of withdrawing sale proceeds until all the deposited securities have been sold. The depositary will continue to collect distributions on deposited securities, but, after the termination date, the depositary is not required to register any transfer of ADSs or distribute any dividends or other distributions on deposited securities to the ADSs holder (until they surrender their ADSs) or give any notices or perform any other duties under the deposit agreement except as described in this paragraph.

Limitations on Obligations and Liability

Limits on Our Obligations and the Obligations of the Depositary; Limits on Liability to Holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depositary. It also limits our liability and the liability of the depositary. We and the depositary:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith, and the depositary will not be a fiduciary or have any fiduciary duty to holders of ADSs;

- are not liable if we are or it is prevented or delayed by law or by events or circumstances beyond our or its ability to prevent or counteract with reasonable care or effort from performing our or its obligations under the deposit agreement;
- are not liable if we or it exercises discretion permitted under the deposit agreement;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement, or for any special, consequential or punitive damages for any breach of the terms of the deposit agreement, or for any;
- have no obligation to become involved in a lawsuit or other proceeding related to the ADSs or the deposit agreement on your behalf or on behalf of any other person;
- may rely upon any documents we believe or it believes in good faith to be genuine and to have been signed or presented by the proper person;
- are not liable for the acts or omissions of any securities depository, clearing agency or settlement system; and
- the depositary has no duty to make any determination or provide any information as to our tax status, or any liability for any tax consequences that may be incurred by ADS holders as a result of owning or holding ADSs or be liable for the inability or failure of an ADS holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

In the deposit agreement, we and the depositary agree to indemnify each other under certain circumstances.

Requirements for Depositary Actions

Before the depositary will deliver or register a transfer of ADSs, make a distribution on ADSs, or permit withdrawal of shares, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any shares or other deposited securities;
- satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver ADSs or register transfers of ADSs when the transfer books of the depositary or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

Your Right to Receive the Shares Underlying your ADSs

ADS holders have the right to cancel their ADSs and withdraw the underlying shares at any time except:

- when temporary delays arise because: (i) the depositary has closed its transfer books or we have closed our transfer books; (ii) the transfer of shares is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our shares;

- when you owe money to pay fees, taxes and similar charges; or
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of shares or other deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Pre-release of ADSs

The deposit agreement permits the depositary to deliver ADSs before deposit of the underlying shares. This is called a pre-release of the ADSs. The depositary may also deliver shares upon cancellation of pre-released ADSs (even if the ADSs are canceled before the pre-release transaction has been closed out). A pre-release is closed out as soon as the underlying shares are delivered to the depositary. The depositary may receive ADSs instead of shares to close out a pre-release. The depositary may pre-release ADSs only under the following conditions: (1) before or at the time of the pre-release, the person to whom the pre-release is being made represents to the depositary in writing that it or its customer owns the shares or ADSs to be deposited; (2) the pre-release is fully collateralized with cash or other collateral that the depositary considers appropriate; and (3) the depositary must be able to close out the pre-release on not more than five business days' notice. In addition, the depositary will limit the number of ADSs that may be outstanding at any time as a result of pre-release, although the depositary may disregard the limit from time to time if it thinks it is appropriate to do so.

Direct Registration System

In the deposit agreement, all parties to the deposit agreement acknowledge that the Direct Registration System, also referred to as DRS, and Profile Modification System, also referred to as Profile, will apply to the ADSs. DRS is a system administered by DTC that facilitates interchange between registered holding of uncertificated ADSs and holding of security entitlements in ADSs through DTC and a DTC participant. Profile is a feature of DRS that allows a DTC participant, claiming to act on behalf of a registered holder of ADSs, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register that transfer.

In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties to the deposit agreement understand that the depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an ADS holder in requesting registration of transfer and delivery as described in the paragraph above has the actual authority to act on behalf of the ADS holder (notwithstanding any requirements under the Uniform Commercial Code). In the deposit agreement, the parties agree that the depositary's reliance on and compliance with instructions received by the depositary through the DRS/Profile system and in accordance with the deposit agreement will not constitute negligence or bad faith on the part of the depositary.

Shareholder Communications; Inspection of Register of Holders of ADSs

The depositary will make available for your inspection at its office all communications that it receives from us as a holder of deposited securities that we make generally available to holders of deposited securities. The depositary will send you copies of those communications or otherwise make those communications available to you if we ask it to. You have a right to inspect the register of holders of ADSs, but not for the purpose of contacting those holders about a matter unrelated to our business or the ADSs.

SHARES ELIGIBLE FOR FUTURE SALE

Upon the completion of this offering, we will have 9,600,000 ADSs outstanding, representing 19,200,000 ordinary shares, or approximately 8.7% of our outstanding ordinary shares, assuming the underwriters do not exercise their option to purchase additional ADSs (or approximately 9.9% of our outstanding ordinary shares, if the underwriters exercise in full their option to purchase additional ADSs) and we will issue and sell 10,909,090 ordinary shares through the Concurrent Private Placements, which number of shares has been calculated based on an initial offering price of US$11.00 per ADS, the mid-point of the estimated initial public offering price range shown on the front cover page of this prospectus. All of the ADSs sold in this offering will be freely transferable by persons other than our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of ADSs in the public market could adversely affect prevailing market prices of the ADSs. Prior to this offering, there has been no public market for our ordinary shares or the ADSs, and while the ADSs have been approved for listing on the NASDAQ Global Select Market, we cannot assure you that a regular trading market for ADSs may develop in the ADSs. Our ordinary shares will not be listed on any exchange or quoted for trading on any over-the-counter trading system. We do not expect that a trading market will develop for our ordinary shares not represented by the ADSs.

Lock-Up Agreements

We have agreed that we will not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of (including entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequence of ownership interests), directly or indirectly, any of the ADSs or ordinary shares or any securities that are convertible into or exchangeable for, or that represent the right to receive, the ADSs or ordinary shares or any substantially similar securities, without the prior written consent of the representatives on behalf of the underwriters for a period ending 180 days after the date of this prospectus, except issuances pursuant to the exercise of employee restricted share units outstanding on the date hereof and certain other exceptions.

Our directors and executive officers, our existing shareholders and the Concurrent Private Placement investors have agreed with the underwriters, subject to certain exceptions, not to sell, transfer or otherwise dispose of any ADSs, ordinary shares or similar securities or any securities convertible into or exchangeable or exercisable for our ordinary shares or ADSs, for a period ending 180 days after the date of this prospectus. Further, we have agreed with the underwriters not to convert any RSUs into ordinary shares for a period ending 180 days after the date of this prospectus.

Rule 144

All of our ordinary shares outstanding prior to this offering are "restricted securities" as that term is defined in Rule 144 under the Securities Act and may be sold publicly in the United States only under an effective registration statement under the Securities Act or pursuant to an available exemption from the registration requirements.

In general, under Rule 144 as currently in effect, beginning 90 days after the date of this prospectus, a person who is not deemed to have been our affiliate at any time during the three months preceding a sale and who has beneficially owned restricted securities within the meaning of Rule 144 for more than six months would be entitled to sell an unlimited number of those shares, subject only to the availability of current public information about us. A non-affiliate who has beneficially owned restricted securities for at least one year from the later of the date these shares were acquired from us or from our affiliate would be entitled to freely sell those shares.

Our affiliates who have beneficially owned "restricted securities" for at least six months would be entitled to sell within any three-month period a number of restricted shares that does not exceed the greater of the following:

- 1% of the then outstanding ordinary shares of the same class, including shares represented by ADSs, which will equal approximately 2,203,590 ordinary shares immediately after this offering, assuming (i) the underwriters do not exercise their option to purchase additional ADSs, (or 2,232,390 ordinary shares if the underwriters exercise their option to purchase additional ADSs in full) and (ii) we will issue and sell 10,909,090 ordinary shares through the Concurrent Private Placements, which number of shares has been calculated based on an initial offering price of US$11.00 per ADS, the mid-point of the estimated initial public offering price range shown on the front cover page of this prospectus;

  or

- the average weekly trading volume of our ordinary shares of the same class, including shares represented by ADSs on the NASDAQ Global Select Market during the four calendar weeks preceding the date on which notice of the sale on Form 144 is filed with the SEC.

Affiliates who sell restricted securities under Rule 144 may not solicit orders or arrange for the solicitation of orders, and they are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us. In addition, in each case, shares held by our affiliates would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

Rule 701

Beginning 90 days after the date of this prospectus, persons other than affiliates who purchased ordinary shares under a written compensatory plan or other written agreement executed prior to the completion of this offering may be entitled to sell such shares in the United States in reliance on Rule 701. Rule 701 permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. Rule 701 further provides that non-affiliates may sell these shares in reliance on Rule 144 subject only to its manner-of-sale requirements. However, the Rule 701 shares would remain subject to lock-up arrangements and would only become eligible for sale when the lock-up period expires.

Registration Rights

Upon the completion of this offering, holders of our registrable securities will be entitled to request that we register their shares under the Securities Act, following the expiration of the lock-up agreements described above. See "Description of Share Capital—Registration Rights."

Form S-8

We intend to file a registration statement on Form S-8 under the Securities Act covering all ordinary shares which are either subject to outstanding restricted share units or may be issued upon exercise of any equity awards which may be granted or issued in the future pursuant to our share incentive plan. We expect to file this registration statement as soon as practicable after the date of this prospectus. Shares registered under any registration statements will be available for sale in the open market, except to the extent that the shares are subject to vesting restrictions with us or the contractual restrictions described below.

TAXATION

The following summary of Cayman Islands, Norway and U.S. federal income tax consequences of an investment in the ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this prospectus, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in the ADSs or ordinary shares, such as the tax consequences under state, local and other tax laws, or tax laws of jurisdictions other than the Cayman Islands, Norway, and the United States. To the extent that the discussion relates to matters of Cayman Islands tax law, it represents the opinion of Maples and Calder, our counsel as to Cayman Islands law. To the extent that the discussion relates to matters of Norwegian tax law, it represents the opinion of Wikborg Rein Advokatfirma AS, our counsel as to Norway law.

Cayman Islands Tax Considerations

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

Payments of dividends and capital in respect of our ordinary shares or the ADSs will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of our ordinary shares or the ADSs, as the case may be, nor will gains derived from the disposal of our ordinary shares or the ADSs be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax.

An unstamped document that is required to be stamped may not be admissible in evidence until duly stamped and unstamped documents may be subject to penalties and interest for late stamping. Certain criminal offenses may also be committed in connection with unstamped documents.

No stamp duty is payable in respect of the issue of our ordinary shares or the ADSs or on an instrument of transfer in respect of our ordinary shares or the ADSs.

Norway Tax Considerations

Below is a summary of the primary tax issue in Norway for Norwegian corporate holders of the ADSs, based on the opinion of Wikborg Rein Advokatfirma AS, our counsel with regards to Norwegian tax matters..

The ADS is a financial instrument with shares in Opera Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability, as the underlying object. For Norwegian tax purposes, the ADSs will not be covered by the participation exemption since the underlying object is an entity in a low tax jurisdiction outside the EU/EEA. For limited liability companies (and certain similar entities) resident in Norway for tax purposes, dividends from the ADSs will be considered as taxable income. Gains on realization (including sales) of the ADSs will also be considered as taxable income for limited liability companies (and certain similar entities) resident in Norway for tax purposes. The tax rate for 2018 for limited liability companies (and certain similar entities) is currently 23%.

United States Federal Income Tax Considerations

The following discussion describes the material United States federal income tax consequences to a United States Holder (as defined below), under current law, of an investment in our ADSs or ordinary

shares in the offering. This discussion is based on the federal income tax laws of the United States as of the date of this prospectus, including the United States Internal Revenue Code of 1986, as amended, or the Code, existing and proposed Treasury Regulations promulgated thereunder, judicial authority, published administrative positions of the United States Internal Revenue Service, or IRS, and other applicable authorities, all as of the date of this prospectus. All of the foregoing authorities are subject to change, which change could apply retroactively and could significantly affect the tax consequences described below. We have not sought any ruling from the IRS with respect to the statements made and the conclusions reached in the following discussion and there can be no assurance that the IRS or a court will agree with our statements and conclusions.

This discussion applies only to a United States Holder (as defined below) that holds ADSs or ordinary shares as capital assets for United States federal income tax purposes (generally, property held for investment). The discussion neither addresses the tax consequences to any particular investor nor describes all of the tax consequences applicable to persons in special tax situations, such as:

- banks and certain other financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- brokers or dealers in stocks and securities, or currencies;
- persons who use or are required to use a mark-to-market method of accounting;
- certain former citizens or residents of the United States subject to Section 877 of the Code;
- entities subject to the United States anti-inversion rules;
- tax-exempt organizations and entities;
- persons subject to the alternative minimum tax provisions of the Code;
- persons whose functional currency is other than the United States dollar;
- persons holding ADSs or ordinary shares as part of a straddle, hedging, conversion or integrated transaction;
- persons that actually or constructively own ADSs or ordinary shares representing 10% or more of our voting power or value;
- persons who acquired ADSs or ordinary shares pursuant to the exercise of an employee equity grant or otherwise as compensation;
- partnerships or other pass-through entities, or persons holding ADSs or ordinary shares through such entities;
- persons required to accelerate the recognition of any item of gross income with respect to our ADSs or ordinary shares as a result of such income being recognized on an applicable financial statement; or
- persons that held, directly, indirectly or by attribution, ADSs or ordinary shares or other ownership interests in us prior to this offering.

Except as described below, this discussion does not address any tax consequences or reporting obligations that may be applicable to persons holding ADSs or ordinary shares through a bank, financial institution or other entity, or a branch thereof, located, organized or resident outside the United States.

If a partnership (including an entity or arrangement treated as a partnership for United States federal income tax purposes) holds the ADSs or ordinary shares, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. A partnership or partner in a partnership holding ADSs or ordinary shares should consult its own tax advisors regarding the tax consequences of investing in and holding the ADSs or ordinary shares.

THE FOLLOWING DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE UNITED STATES FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS, AS WELL AS ANY TAX CONSEQUENCES ARISING UNDER THE FEDERAL ESTATE OR GIFT TAX LAWS OR THE LAWS OF ANY STATE, LOCAL OR NON-UNITED STATES TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

For purposes of the discussion below, a “United States Holder” is a beneficial owner of the ADSs or ordinary shares that is, for United States federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to United States federal income taxation regardless of its source; or
- a trust, if (i) a court within the United States is able to exercise primary jurisdiction over its administration and one or more United States persons have the authority to control all of its substantial decisions or (ii) in the case of a trust that was treated as a domestic trust under the law in effect before 1997, a valid election is in place under applicable Treasury Regulations to treat such trust as a domestic trust.

The discussion below assumes that the representations contained in the deposit agreement and any related agreement are true and that the obligations in such agreements will be complied with in accordance with their terms.

ADSs

If you own our ADSs, then you should be treated as the owner of the underlying ordinary shares represented by those ADSs for United States federal income tax purposes. Accordingly, deposits or withdrawals of ordinary shares for ADSs should not be subject to United States federal income tax.

The United States Treasury Department and the IRS have expressed concerns that United States holders of American depositary shares may be claiming foreign tax credits in situations where an intermediary in the chain of ownership between the holder of an American depositary share and the issuer of the security underlying the American depositary share has taken actions that are inconsistent with the ownership of the underlying security by the person claiming the credit. Such actions (for example, a pre-release of an American depositary share by a depositary) also may be inconsistent with the claiming of the reduced rate of tax applicable to certain dividends received by non-corporate United States holders of

American depositary shares, including individual United States holders. Accordingly, the availability of foreign tax credits or the reduced tax rate for dividends received by non-corporate United States Holders, each discussed below, could be affected by actions taken by intermediaries in the chain of ownership between the holder of an ADS and our company.

Dividends and Other Distributions on the ADSs or Our Ordinary Shares

Subject to the passive foreign investment company rules discussed below, the gross amount of any distribution that we make to you with respect to the ADSs or ordinary shares (including any amounts withheld to reflect withholding taxes) will be taxable as a dividend, to the extent paid out of our current or accumulated earnings and profits, as determined under United States federal income tax principles. Such income (including any withheld taxes) will be includable in your gross income on the day actually or constructively received by you, if you own the ordinary shares, or by the depositary, if you own 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 generally will be reported as a "dividend" for United States federal income tax purposes. Such dividends will not be eligible for the dividends- received deduction allowed to qualifying corporations under the Code.

Dividends received by a non-corporate United States Holder may qualify for the lower rates of tax applicable to "qualified dividend income," if the dividends are paid by a "qualified foreign corporation" and other conditions discussed below are met. A non-United States corporation is treated as a qualified foreign corporation (i) with respect to dividends paid by that corporation on shares (or American depositary shares backed by such shares) that are readily tradable on an established securities market in the United States or (ii) if such non-United States corporation is eligible for the benefits of a qualifying income tax treaty with the United States that includes an exchange of information program. We do not expect to be eligible for the benefits of such an income tax treaty. However, a non-United States corporation will not be treated as a qualified foreign corporation if it is a passive foreign investment company in the taxable year in which the dividend is paid or the preceding taxable year.

Under a published IRS Notice, common or ordinary shares, or American depositary shares representing such shares, are considered to be readily tradable on an established securities market in the United States if they are listed on the NASDAQ Global Select Market, as our ADSs (but not our ordinary shares) are expected to be. Based on existing guidance, it is unclear whether the ordinary shares will be considered to be readily tradable on an established securities market in the United States, because only the ADSs, and not the underlying ordinary shares, will be listed on a securities market in the United States. We believe, but we cannot assure you, that dividends we pay on the ordinary shares that are represented by ADSs, but not on the ordinary shares that are not so represented, will, subject to applicable limitations, be eligible for the reduced rates of taxation.

Even if dividends would be treated as paid by a qualified foreign corporation, a non-corporate United States Holder will not be eligible for reduced rates of taxation if it does not hold our ADSs or ordinary shares for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date or if the United States Holder elects to treat the dividend income as "investment income" pursuant to Section 163(d)(4) of the Code. In addition, the rate reduction will not apply to dividends of a qualified foreign corporation if the non-corporate United States Holder receiving the dividend is obligated to make related payments with respect to positions in substantially similar or related property.

You should consult your own tax advisors regarding the availability of the lower tax rates applicable to qualified dividend income for any dividends that we pay with respect to the ADSs or ordinary shares, as well as the effect of any change in applicable law after the date of this prospectus.

Any non-United States withholding taxes imposed on dividends paid to you with respect to the ADSs or ordinary shares generally will be treated as foreign taxes eligible for credit against your United States federal income tax liability, subject to the various limitations and disallowance rules that apply to foreign

tax credits generally. For purposes of calculating the foreign tax credit limitation, dividends paid to you with respect to the ADSs or ordinary shares will be treated as income from sources outside the United States and generally will constitute passive category income. The rules relating to the determination of the foreign tax credit are complex, and you should consult your tax advisors regarding the availability of a foreign tax credit in your particular circumstances.

Disposition of the ADSs or Our Ordinary Shares

You will recognize gain or loss on a sale or exchange of the ADSs or ordinary shares in an amount equal to the difference between the amount realized on the sale or exchange and your tax basis in the ADSs or ordinary shares. Subject to the discussion under "—Passive Foreign Investment Company" below, such gain or loss generally will be capital gain or loss. Capital gains of a non-corporate United States Holder, including an individual, that has held the ADSs or ordinary shares for more than one year currently are eligible for reduced tax rates. The deductibility of capital losses is subject to limitations.

Any gain or loss that you recognize on a disposition of the ADSs or ordinary shares generally will be treated as United States-source income or loss for foreign tax credit limitation purposes. You should consult your tax advisors regarding the proper treatment of gain or loss, as well as the availability of a foreign tax credit, in your particular circumstances.

Passive Foreign Investment Company

Based on the current and anticipated value of our assets and the composition of our income and assets, we do not expect to be treated as a passive foreign investment company, or PFIC, for United States federal income tax purposes for our current taxable year ending December 31, 2018. However, the determination of PFIC status is based on an annual determination that cannot be made until the close of a taxable year, involves extensive factual investigation, including ascertaining the fair market value of all of our assets on a quarterly basis and the character of each item of income that we earn, and is subject to uncertainty in several respects. Accordingly, we cannot assure you that we will not be treated as a PFIC for our current taxable year ending December 31, 2018, or for any future taxable year or that the IRS will not take a contrary position. Kirkland & Ellis LLP, our United States tax counsel, therefore expresses no opinion with respect to our PFIC status for any taxable year or our beliefs and expectations relating to such status set forth in this discussion.

A non-United States corporation such as ourselves will be treated as a passive foreign investment company ("PFIC") for United States federal income tax purposes for any taxable year if, applying applicable look-through rules, either:

- at least 75% of its gross income for such year is passive income; or
- at least 50% of the value of its assets (determined based on a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income.

For this purpose, passive income generally includes dividends, interest, royalties and rents (other than certain royalties and rents derived in the active conduct of a trade or business and not derived from a related person). We will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, more than 25% by value of the stock. Although the law in this regard is unclear, we treat our VIEs as being owned by us for United States federal income tax purposes, not only because we exercise effective control over the operation of such entities but also because we are entitled to substantially all of their economic benefits, and, as a result, we consolidate their results of operations in our consolidated IFRS financial statements. If it were determined, however, that we are not the owner of our VIEs for United States federal income tax purposes, the composition of our income and assets would change and we may be more likely to be treated as a PFIC.

Changes in the composition of our income or composition of our assets may cause us to become a PFIC. The determination of whether we will be a PFIC for any taxable year may depend in part upon the value of our goodwill and other unbooked intangibles not reflected on our balance sheet (which may depend upon the market value of the ADSs or ordinary shares from time to time, which may be volatile) and also may be affected by how, and how quickly, we spend our liquid assets and the cash raised in this offering. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our anticipated market capitalization following the listing of the ADSs or ordinary shares on the NASDAQ Global Select Market. Among other matters, if our market capitalization is less than anticipated or subsequently declines, we may be or become a PFIC for the current or future taxable years because our liquid assets and cash (which are for this purpose considered assets that produce passive income) may then represent a greater percentage of our overall assets. Further, while we believe our classification methodology and valuation approach is reasonable, it is possible that the IRS may challenge our classification or valuation of our goodwill and other unbooked intangibles, which may result in our being or becoming a PFIC for the current or one or more future taxable years.

If we are a PFIC for any taxable year during which you hold ADSs or ordinary shares, we will continue to be treated as a PFIC with respect to you for all succeeding years during which you hold ADSs or ordinary shares, unless we were to cease to be a PFIC and you make a "deemed sale" election with respect to the ADSs or ordinary shares. If such election is made, you will be deemed to have sold the ADSs or ordinary shares you hold at their fair market value and any gain from such deemed sale would be subject to the rules described in the following two paragraphs. After the deemed sale election, so long as we do not become a PFIC in a subsequent taxable year, the ADSs or ordinary shares with respect to which such election was made will not be treated as shares in a PFIC and, as a result, you will not be subject to the rules described below with respect to any "excess distribution" you receive from us or any gain from an actual sale or other disposition of the ADSs or ordinary shares. You are strongly urged to consult your tax advisors as to the possibility and consequences of making a deemed sale election if we are and then cease to be a PFIC and such an election becomes available to you.

If we are a PFIC for any taxable year during which you hold ADSs or ordinary shares, then, unless you make a "mark-to-market" election (as discussed below), you generally will be subject to special adverse tax rules with respect to any "excess distribution" that you receive from us and any gain that you recognize from a sale or other disposition, including a pledge, of ADSs or ordinary shares. For this purpose, distributions that you receive in a taxable year that are greater than 125% of the average annual distributions that you received during the shorter of the three preceding taxable years or your holding period for the ADSs or ordinary shares will be treated as an excess distribution. Under these rules:

- the excess distribution or recognized gain will be allocated ratably over your holding period for the ADSs or ordinary shares;
- the amount of the excess distribution or recognized gain allocated to the taxable year of distribution or gain, and to any taxable years in your holding period prior to the first taxable year in which we were treated as a PFIC, will be treated as ordinary income; and
- the amount of the excess distribution or recognized gain allocated to each other taxable year will be subject to the highest tax rate in effect for individuals or corporations, as applicable, for each such year and the resulting tax will be subject to the interest charge generally applicable to underpayments of tax.

If we are a PFIC for any taxable year during which you hold ADSs or ordinary shares and any of our non-United States subsidiaries or other corporate entities in which we own equity interests is also a PFIC, you would be treated as owning a proportionate amount (by value) of the shares of each such non-United States entity classified as a PFIC (each such entity, a lower tier PFIC) for purposes of the application of these rules. You should consult your own tax advisor regarding the application of the PFIC rules to any of our lower tier PFICs.

If we are a PFIC for any taxable year during which you hold ADSs or ordinary shares, then in lieu of being subject to the tax and interest-charge rules discussed above, you may make an election to include gain on our ADSs or ordinary shares as ordinary income under a mark-to-market method, provided that such ADSs or ordinary shares constitute "marketable stock." Marketable stock is stock that is regularly traded on a qualified exchange or other market, as defined in applicable Treasury regulations. We expect that our ADSs, but not our ordinary shares, will be listed on the NASDAQ Global Select Market, which is a qualified exchange or other market for these purposes. Consequently, if the ADSs are listed on the NASDAQ Global Select Market and are regularly traded, and you are a holder of ADSs, we expect that the mark-to-market election would be available to you if we became a PFIC, but no assurances are given in this regard.

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, if we were a PFIC for any taxable year, a United States Holder that makes the mark-to-market election may continue to be subject to the tax and interest charges under the general PFIC rules with respect to such United States 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.

In certain circumstances, a shareholder in a PFIC may avoid the adverse tax and interest-charge regime described above by making a "qualified electing fund" election to include in income its share of the corporation's income on a current basis. However, you may make a qualified electing fund election with respect to the ADSs or ordinary shares only if we agree to furnish you annually with a PFIC annual information statement as specified in the applicable Treasury regulations. We currently do not intend to prepare or provide the information that would enable you to make a qualified electing fund election.

A United States Holder that holds the ADSs or ordinary shares in any year in which we are a PFIC will be required to file an annual report containing such information as the United States Treasury Department may require. You should consult your own tax advisor regarding the application of the PFIC rules to your ownership and disposition of the ADSs or ordinary shares and the availability, application and consequences of the elections discussed above.

Information Reporting and Backup Withholding

Information reporting to the IRS and backup withholding generally will apply to dividends in respect of our ADSs or ordinary shares, and the proceeds from the sale or exchange of our ADSs or ordinary shares, that are paid to you within the United States (and in certain cases, outside the United States), unless you furnish a correct taxpayer identification number and make any other required certification, generally on IRS Form W-9 or you otherwise establish an exemption from information reporting and backup withholding. Backup withholding is not an additional tax. Amounts withheld as backup withholding generally are allowed as a credit against your United States federal income tax liability, and you may be entitled to obtain a refund of any excess amounts withheld under the backup withholding rules if you file an appropriate claim for refund with the IRS and furnish any required information in a timely manner.

United States Holders should consult their tax advisors regarding the application of the information reporting and backup withholding rules.

Information with Respect to Foreign Financial Assets

United States Holders who are individuals (and certain entities closely held by individuals) generally will be required to report our name, address and such information relating to an interest in the ADSs or ordinary shares as is necessary to identify the class or issue of which the ADSs or ordinary shares are a part. These requirements are subject to exceptions, including an exception for ADSs or ordinary shares held in accounts maintained by certain financial institutions and an exception applicable if the aggregate value of all "specified foreign financial assets" (as defined in the Code) does not exceed US$50,000.

United States Holders should consult their tax advisors regarding the application of these information reporting rules.

Medicare Tax

Certain United States Holders that are individuals, estates or trusts are required to pay an additional 3.8% tax on, among other things, dividend and gains from the sale or other disposition of capital assets for taxable years beginning after December 31, 2012. United States Holders that are individuals, estates or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of the ADSs or ordinary shares.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated , 2018 the underwriters named below, for whom China International Capital Corporation Hong Kong Securities Limited and Citigroup Global Markets Inc. are acting as representatives, have severally and not jointly agreed to purchase, and we have agreed to sell to them, severally, the number of ADSs indicated below:

Name of Underwriters	Number of ADSs
China International Capital Corporation Hong Kong Securities Limited	
Citigroup Global Markets Inc.	
Total	9,600,000

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the ADSs subject to their acceptance of the ADSs from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the ADSs offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions, including the absence of any material adverse change in our business and the receipt of certain certificates, opinions and letters from us, our counsel and the independent registered public accounting firm. The underwriters are obligated, severally and not jointly, to take and pay for all of the ADSs offered by this prospectus if any such ADSs are taken. The underwriters are not required, however, to take or pay for the ADSs covered by the underwriters' over-allotment option to purchase additional ADSs described below. Any offers or sales of the ADSs in the United States will be conducted by registered broker-dealers in the United States. The underwriters reserve the right to withdraw, cancel or modify offers to the public and reject orders in whole or in part.

The underwriters initially propose to offer part of the ADSs directly to the public at the initial public offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of US$ per ADS under the initial public offering price. After the initial offering of the ADSs, the offering price and other selling terms may from time to time be varied by the representatives.

Certain of the underwriters are expected to make offers and sales both inside and outside the United States through their respective selling agents. Any offers or sales in the United States will be conducted by broker-dealers registered with the SEC. China International Capital Corporation Hong Kong Securities Limited is not a broker-dealer registered with the SEC. Therefore, to the extent China International Capital Corporation Hong Kong Securities Limited intends to make any offers or sales of ADSs in the United States, it will do so only through one or more SEC-registered broker-dealer affiliates in compliance with the applicable securities laws and regulations.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of 1,440,000 additional ADSs at the public offering price listed on the cover page of this prospectus less underwriting discounts and commissions. The underwriters may exercise this option for the purpose of covering over-allotments, if any, made in connection with the offering of the ADSs offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional ADSs as the number listed next to the underwriter's name in the preceding table bears to the total number of ADSs listed in the preceding table. If the underwriters' option is exercised in full, the total price to the public would be approximately US$121.4 million, based on the midpoint of the estimated public offering price range, the total underwriters' discounts and commissions would be approximately US$8.5 million and the total proceeds to us (before expenses) would be approximately US$112.9 million.

The table below shows the underwriting discounts and commissions per ADS and total underwriting discounts and commissions that we will pay to the underwriters. The underwriting discounts and commissions are determined by negotiations among us and the underwriters and are a percentage of the offering price to the public. Among the factors considered in determining the discounts and commissions are the size of the offering, the nature of the security to be offered and the discounts and commissions charged in comparable transactions.

Underwriting Discounts and Commissions	No Exercise	Full Exercise
Per ADS		
Total paid by us		

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed five percent of the total number of ADSs offered by them.

The total expenses of the offering payable by us, excluding underwriting discounts and commissions, will be approximately US$2.9 million. Expenses include the SEC and the Financial Industry Regulatory Authority, or FINRA, filing fees, FINRA-related fees and expenses of the underwriters' legal counsel (not to exceed US$20,000), the NASDAQ listing fee, and printing, legal, accounting and miscellaneous expenses. The underwriters have agreed to reimburse us for a certain portion of our expenses in connection with this offering.

We have applied for approval for listing the ADSs on NASDAQ under the symbol "OPRA."

We have agreed that, without the prior written consent of the representatives, subject to certain exceptions, we and they will not, for a period of 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any ordinary shares or ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs;

- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the ordinary shares or ADSs; or

- file any registration statement with the SEC relating to the offering of any ordinary shares, ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs (other than a registration statement on Form S-8),

whether any such transaction described above is to be settled by delivery of ordinary shares, ADSs, or such other securities, in cash or otherwise.

Our directors, executive officers, our existing shareholders and the Concurrent Private Placements investors have agreed that, without the prior written consent of the representatives, such foregoing persons, subject to certain exceptions, will not, during the period ending at least 180 days after the date of this prospectus:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any ordinary shares or ADSs or any securities convertible into or exercisable or exchangeable for ordinary shares or ADSs; or

- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the ordinary shares or ADSs,

whether any such transaction described above is to be settled by delivery of ordinary shares, ADSs, or such other securities, in cash or otherwise. In addition, we and each such person agrees that, without the prior written consent of the representatives on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any ordinary shares, ADSs, or any security convertible into or exercisable or exchangeable for ordinary shares or ADSs.

The restrictions described in the preceding paragraphs are subject to certain exceptions.

Subject to compliance with the notification requirements under FINRA Rule 5131 applicable to lock-up agreements with our directors or officers, if the representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up agreement for an officer or director of us and provides us with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, we agree to announce the impending release or waiver by issuing a press release through a major news service at least two business days before the effective date of the release or waiver. Currently, there are no agreements, understandings or intentions, tacit or explicit, to release any of the securities from the lock-up agreements prior to the expiration of the corresponding period.

Concurrently with, and subject to, the completion of this offering, Bitmain, IDG Capital Fund and IDG Capital Investors have agreed to purchase from us US$50,000,000, US$9,529,000 and US$471,000, respectively, worth of our ordinary shares, at a price per share equal to the initial public offering price adjusted to reflect the ADS-to-share ratio. Assuming an initial offering price of US$11.00 per ADS, the mid-point of the estimated offering price range shown on the front cover page of this prospectus, Bitmain, IDG Capital Fund and IDG Capital Investors will purchase 9,090,909, 1,732,545 and 85,636 ordinary shares from us, respectively. The Concurrent Private Placements are conducted pursuant to an exemption from registration with the SEC, under Regulation S of the Securities Act of 1933, as amended. Under the subscription agreements executed on June 26, 2018, the completion of this offering is the only substantive closing condition precedent for the Concurrent Private Placements and if this offering is completed, the Concurrent Private Placements will be completed concurrently. The investors have agreed with the underwriters not to, directly or indirectly, sell, transfer or dispose of any ordinary shares acquired in the Concurrent Private Placements for a period of 180 days after the date of this prospectus, subject to certain exceptions.

To facilitate this offering of the ADSs, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the ADSs. Specifically, the underwriters may sell more ADSs than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of ADSs available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing ADSs in the open market. In determining the source of ADSs to close out a covered short sale, the underwriters will consider, among other things, the open market price of ADSs compared to the price available under the over-allotment option. The underwriters may also sell ADSs in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market after pricing that could adversely affect investors who purchase in this offering. In addition, to stabilize the price of the ADSs, the underwriters may bid for, and purchase, ADSs in the open market. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the ADSs in this offering, if the syndicate repurchases previously distributed ADSs to cover syndicate short positions or to stabilize the price of the ADSs. Any of these activities may raise or maintain the market price of the ADSs above independent market levels or prevent or retard a decline in the market price of the ADSs. The underwriters are not required to engage in these activities, and may end any of these activities at any time.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments. We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act and liabilities incurred in connection with the directed share program referred to below. If we are unable to provide this indemnification, we will contribute to payments that the underwriters may be required to make for these liabilities.

At our request, the underwriters have reserved for sale, at the initial public offering price, up to 960,000 ADSs offered by this prospectus for sale, at the initial public offering price, to our directors, officers, employees, business associates and related persons. If purchased by these persons, these ADSs will be subject to a 180-day lock-up restriction. We will pay all fees and disbursements of counsel incurred by the underwriters in connection with offering the ADSs to such persons. Any sales to these persons will be made through a directed share program. The number of ADSs available for sale to the general public will be reduced to the extent such persons purchase such reserved ADSs. Any reserved ADSs not so purchased will be offered by the underwriters to the general public on the same basis as the other ADSs offered by this prospectus.

The address of China International Capital Corporation Hong Kong Securities Limited is 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong. The address of Citigroup Global Markets Inc. is 388 Greenwich Street, New York, NY 10013, United States.

Electronic Offer, Sale and Distribution of Shares

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of ADSs to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations. In addition, ADSs may be sold by the underwriters to securities dealers who resell ADSs to online brokerage account holders. Other than the prospectus in electronic format, the information on any underwriter’s or selling group member’s website and any information contained in any other website maintained by any underwriter or selling group member is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or any underwriter or selling group member in its capacity as underwriter or selling group member and should not be relied upon by investors.

Pricing of the Offering

Prior to this offering, there has been no public market for the ordinary shares or ADSs. The initial public offering price is determined by negotiations between us and the underwriters and representatives. Among the factors considered in determining the initial public offering price are our future prospects and

those of our industry in general, our sales, earnings, certain other financial and operating information in recent periods, the price-earnings ratios, price-sales ratios and market prices of securities and certain financial and operating information of companies engaged in activities similar to ours, the general condition of the securities markets at the time of this offering, the recent market prices of, and demand for, publicly traded ordinary share of generally comparable companies, and other factors deemed relevant by the representatives and us. Neither we nor the underwriters can assure investors that an active trading market will develop for the ADSs, or that the ADSs will trade in the public market at or above the initial public offering price.

Other Relationships

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

No action may be taken in any jurisdiction other than the United States that would permit a public offering of the ADSs or the possession, circulation or distribution of this prospectus in any jurisdiction where action for that purpose is required. Accordingly, the ADSs may not be offered or sold, directly or indirectly, and neither the prospectus nor any other offering material or advertisements in connection with the ADSs may be distributed or published in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable laws, rules and regulations of any such country or jurisdiction.

Australia. This document has not been lodged with the Australian Securities & Investments Commission and is only directed to certain categories of exempt persons. Accordingly, if you receive this document in Australia:

(a) you confirm and warrant that you are either:

(i) “sophisticated investor” under section 708(8)(a) or (b) of the Corporations Act 2001 (Cth) of Australia, or the Corporations Act;

(ii) “sophisticated investor” under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant’s certificate to the company which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made;

(iii) person associated with the company under section 708(12) of the Corporations Act; or

(iv) “professional investor” within the meaning of section 708(11)(a) or (b) of the Corporations Act;

and to the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor, associated person or professional investor under the Corporations Act, any offer made to you under this document is void and incapable of acceptance;

(b) you warrant and agree that you will not offer any of the ADSs issued to you pursuant to this document for resale in Australia within 12 months of those ADSs being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

Canada. The ADSs may be sold in Canada only to purchasers resident or located in the Provinces of Ontario, Québec, Alberta and British Columbia, purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the ADSs must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts, or NI 33-105, the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Cayman Islands. This prospectus does not constitute an invitation or offer to the public in the Cayman Islands of the ADSs, whether by way of sale or subscription. The underwriters have not offered or sold, and will not offer or sell, directly or indirectly, any ADSs in the Cayman Islands.

European Economic Area. In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") an offer to the public of any shares which are the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State unless the prospectus has been approved by the competent authority in such Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that an offer to the public in that Relevant Member State of any shares may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- by the underwriters to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than "qualified investors" as defined in the Prospectus Directive) subject to obtaining the prior consent of the representatives for any such offer; or

- in any other circumstances falling within Article 3(2) of the Prospectus Directive; provided that no such offer of shares shall result in a requirement for the publication by us or any representative of a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Any person making or intending to make any offer of shares within the EEA should only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus for such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer of shares through any financial intermediary, other than offers made by the underwriters which constitute the final offering of shares contemplated in this prospectus.

For the purposes of this provision, and your representation below, the expression an "offer to the public" in relation to any shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase any shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any shares under, the offer of shares contemplated by this prospectus will be deemed to have represented, warranted and agreed to and with us and each underwriter that:

- it is a "qualified investor" within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and

- in the case of any shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (1) the shares acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than "qualified investors" (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representatives has been given to the offer or resale; or (2) where shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those shares to it is not treated under the Prospectus Directive as having been made to such persons.

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or the Order, and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons"). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

Switzerland. The ADSs may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (the "SIX") or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the ADSs or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this prospectus nor any other offering or marketing material relating to the offering, the issuer, the ADSs have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of ADSs will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (the "FINMA"), and the offer of ADSs has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (the "CISA"). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of ADSs.

Dubai International Financial Centre. This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for this prospectus. The ADSs to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the ADSs offered should conduct their own due diligence on the ADSs. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Hong Kong. The ADSs may not be offered or sold in Hong Kong by means of any document other than (1) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), or (2) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (3) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the ADSs may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder.

Japan. The ADSs have not been and will not be registered under the Financial Instruments and Exchange Law of Japan, and ADSs will not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to any exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

People's Republic of China. This prospectus has not been and will not be circulated or distributed in the PRC, and ADSs may not be offered or sold, and will not be offered or sold to any person for re-offering or resale, directly or indirectly, to any resident of the PRC except pursuant to applicable laws and regulations of the PRC.

Singapore. This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of our ADSs may not be circulated or distributed, nor may our ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (1) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or SFA, (2) to a relevant person or any person

pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (3) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to compliance with conditions set forth in the SFA.

Where our ADSs are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor; shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ADSs under Section 275 of the SFA, except: (1) to an institutional investor (for corporations under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than US$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is or will be given for the transfer; or (3) where the transfer is by operation of law.

United Kingdom. Each underwriter has represented and agreed that: (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, or the FSMA, received by it in connection with the issue or sale of the ADSs in circumstances in which Section 21(1) of the FSMA does not apply to us; and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the ADSs in, from or otherwise involving the United Kingdom.

EXPENSES RELATED TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions, that are expected to be incurred in connection with the offer and sale of the ADSs by us. With the exception of the SEC registration fee, the NASDAQ Global Select Market listing fee and the Financial Industry Regulatory Authority filing fee, all amounts are estimates.

	US$
SEC registration fee	16,494
Financial Industry Regulatory Authority filing fee	20,372
NASDAQ Global Select Market listing fee	25,000
Printing and engraving expenses	68,000
Accounting fees and expenses	300,000
Legal fees and expenses	1,975,000
Miscellaneous	500,000
Total	2,904,866

LEGAL MATTERS

The validity of the ADSs and certain other legal matters with respect to U.S. federal and New York State law in connection with this offering will be passed upon for us by Kirkland & Ellis International LLP. Certain legal matters with respect to U.S. federal and New York State law in connection with this offering will be passed upon for the underwriters by Wilson Sonsini Goodrich & Rosati, Professional Corporation. The validity of the ordinary shares represented by the ADSs offered in this offering and other certain legal matters as to Cayman Islands law will be passed upon for us by Maples and Calder. Legal matters as to Norway law will be passed upon for us by Wikborg Rein Advokatfirma AS. Legal matters as to PRC law will be passed upon for us by Tian Yuan Law Firm and for the underwriters by Zhong Lun Law Firm. Kirkland & Ellis International LLP may rely upon Maples and Calder with respect to matters governed by Cayman Islands law, Wikborg Rein Advokatfirma AS with respect to matters governed by Norway law, and Tian Yuan Law Firm with respect to matters governed by PRC law. Wilson Sonsini Goodrich & Rosati, Professional Corporation may rely upon Zhong Lun Law Firm with respect to matters governed by PRC law.

EXPERTS

The consolidated financial statements of Kunhoo Software LLC and its subsidiaries (the "Company") as of December 31, 2017 and 2016 (Successor), and for the year ended December 31, 2017 (Successor), and for the period from July 26, 2016 to December 31, 2016 (Successor), and for the period from January 1, 2016 to November 3, 2016 (Predecessor), have been included herein in reliance on the report of KPMG AS, independent registered public accounting firm, appearing elsewhere herein, upon the authority of said firm as experts in auditing and accounting. The audit report covering the consolidated financial statements contains an emphasis of matter paragraph that states the Predecessor financial statements have been prepared on a carve-out basis.

The statement of financial position of Opera Limited as of March 31, 2018 has been included herein in reliance on the report of KPMG AS, independent registered public accounting firm, appearing elsewhere herein, upon the authority of said firm as experts in auditing and accounting.

The office of KPMG AS is located at Soerkedalsveien 6, 0369 Oslo, Norway.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form F-1, including relevant exhibits, under the Securities Act with respect to the underlying ordinary shares represented by the ADSs to be sold in this offering. We have also filed with the SEC a related registration statement on Form F-6 to register the ADSs. This prospectus, which constitutes a part of the registration statement on Form F-1, does not contain all of the information contained in the registration statement. You should read our registration statements and their exhibits and schedules for further information with respect to us and the ADSs.

Immediately upon the effectiveness of the registration statement to which this prospectus is a part, we will become subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers. Accordingly, we will be required to file reports, including annual reports on Form 20-F, and other information with the SEC. As a foreign private issuer, we are exempt from the rules of the Exchange Act prescribing, among other things, the furnishing and content of proxy statements to shareholders, and Section 16 short swing profit reporting for our executive officers and directors and for holders of more than 10% of our ordinary shares.

All information filed with the SEC can be obtained over the internet at the SEC's website at www.sec.gov or inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the SEC. Please call the SEC at 1-800-SEC-0330 or visit the SEC website for further information on the operation of the public reference rooms.

KUNHOO SOFTWARE LLC

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

INDEX TO UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

OPERA LIMITED

INDEX TO STATEMENT OF FINANCIAL POSITION

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members of Kunhoo Software LLC

Opinion on the consolidated financial statements

We have audited the accompanying consolidated statements of financial position of Kunhoo Software LLC and subsidiaries (the "Company") as of December 31, 2017 and 2016 (Successor), and the related consolidated statements of operations, total comprehensive income (loss), changes in equity, and cash flows for the year ended December 31, 2017 (Successor) and for the period from July 26, 2016 to December 31, 2016 (Successor), and for the period from January 1, 2016 to November 3, 2016 (Predecessor), and the related notes (collectively, 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, 2017 and 2016, and the results of its operations and its cash flows for the year ended December 31, 2017 and for the period from July 26, 2016 to December 31, 2016 (Successor), and for the period from January 1, 2016 to November 3, 2016 (Predecessor) in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Preparation of predecessor financial statements

As discussed in Note 2.2 to the consolidated financial statements, the Predecessor financial statements have been prepared on a carve-out basis, as the business acquired did not operate as a separate group of entities throughout the period from January 1, 2016 to November 3, 2016.

Basis for opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these 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 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. 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.

We have served as the Company's and its predecessor's auditor since 2000.

/s/ KPMG AS

Oslo, Norway
May 8, 2018

KUNHOO SOFTWARE LLC

CONSOLIDATED STATEMENTS OF OPERATIONS

[Numbers in US$ thousands]	Notes	Predecessor: Period from January 1 to November 3, 2016	Successor: Period from July 26 to December 31, 2016	Successor: Year ended December 31, 2017
Operating revenue and other income				
Operating revenue	4	88,518	18,767	128,893
Other income	4	—	—	5,460
Operating expenses				
Payouts to publishers and monetization partners		(638)	(469)	(1,303)
Personnel expenses including share-based remuneration	5	(35,493)	(5,972)	(44,315)
Depreciation and amortization	8, 9	(9,586)	(3,082)	(16,604)
Other operating expenses	6	(42,486)	(19,032)	(58,652)
Restructuring costs	7	(3,911)	—	(3,240)
Total operating expenses		**(92,113)**	**(28,555)**	**(124,114)**
Operating profit (loss)		**(3,595)**	**(9,788)**	**10,239**
Income (loss) from associates and joint ventures				
Share of net income (loss) of associates and joint ventures	29	(2,664)	(237)	(1,670)
Net financial income (expenses)				
Financial income	22	—	37	1,054
Financial expense	22	(1,378)	(24)	(238)
Net foreign exchange gains (losses)	22	(1,212)	212	(1,881)
Total net financial income (loss)		**(2,590)**	**225**	**(1,065)**
Net income (loss) before income taxes		**(8,849)**	**(9,800)**	**7,504**
Income tax (expense) benefit	24	743	2,096	(1,440)
Net income (loss)		**(8,106)**	**(7,704)**	**6,064**
Profit (loss) attributable to:				
Equity holders of the parent	26	(8,106)	(7,704)	6,064
Non-controlling interests	26	—	—	—
Total attributed		**(8,106)**	**(7,704)**	**6,064**

The accompanying notes are an integral part of these financial statements.

KUNHOO SOFTWARE LLC

CONSOLIDATED STATEMENTS OF TOTAL COMPREHENSIVE INCOME (LOSS)

[Numbers in US$ thousands]	Notes	Predecessor: Period from January 1 to November 3, 2016	Successor: Period from July 26 to December 31, 2016	Successor: Year ended December 31, 2017
Net income (loss)		**(8,106)**	**(7,704)**	**6,064**
Other comprehensive income				
Exchange differences on translation of foreign operations		(667)	(630)	2,235
Other comprehensive income (loss) – items that may be reclassified to net income (loss)		**(667)**	**(630)**	**2,235**
Total comprehensive income (loss)		**(8,773)**	**(8,334)**	**8,299**
Total comprehensive income (loss) attributable to:				
Equity holders of the parent		(8,773)	(8,334)	8,299
Non-controlling interests		—	—	—
Total attributed		**(8,773)**	**(8,334)**	**8,299**

The accompanying notes are an integral part of these financial statements.

KUNHOO SOFTWARE LLC

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

[Numbers in US$ thousands]	Notes	As of December 31, 2016	As of December 31, 2017
ASSETS			
Non-current assets			
Furniture, fixtures and equipment	8	11,788	13,460
Intangible assets	8	124,536	118,620
Goodwill	9	421,578	421,578
Investments in associates and joint ventures	29	1,043	5,517
Other financial assets	15	1,842	1,857
Deferred tax assets	24	724	958
Total non-current assets		**561,511**	**561,989**
Current assets			
Trade receivables	20	28,207	31,072
Other receivables	20	14,550	7,865
Prepayments	20	2,030	2,166
Cash and cash equivalents	19	34,181	33,207
Total current assets		**78,967**	**74,311**
TOTAL ASSETS		**640,479**	**636,300**
EQUITY AND LIABILITIES			
Equity			
Contributed equity		576,531	576,531
Retained earnings (accumulated deficit)		(7,704)	5,366
Other components of equity		(630)	1,605
Equity attributed to members		**568,197**	**583,503**
Non-controlling interests			
Total equity		**568,197**	**583,503**
Non-current liabilities			
Financial lease liabilities and other loans	10, 11	1,724	4,032
Deferred tax liabilities	24	15,603	11,828
Other liabilities	15	1,683	87
Total non-current liabilities		**19,010**	**15,947**
Current liabilities			
Trade and other payables	21	29,911	21,401
Financial lease liabilities and other loans	10, 11	10,321	2,073
Income tax payable	24	1,462	3,709
Deferred revenue		3,578	1,472
Other liabilities	12, 14	8,001	8,195
Total current liabilities		**53,272**	**36,850**
Total liabilities		**72,282**	**52,797**
TOTAL EQUITY AND LIABILITIES		**640,479**	**636,300**

The accompanying notes are an integral part of these financial statements.

KUNHOO SOFTWARE LLC

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

PREDECESSOR

2016

[Numbers in US$ thousands]	Total Equity
Otello Corporation ASA's equity in its Consumer Business as of January 1, 2016	**106,579**
Net income (loss) for the period	(8,106)
Other comprehensive income (loss)	(667)
Total comprehensive income (loss) for the period	**(8,773)**
Net equity transactions with Otello Corporation ASA	(497)
Share-based payment transactions	768
Otello Corporation ASA's equity in its Consumer Business as of November 3, 2016	**98,077**

SUCCESSOR

2016

[Numbers in US$ thousands]	Contributed Equity	Retained Earnings (Accumulated Deficit)	Other Components of Equity	Total Equity
Balance as of inception on July 26, 2016	**—**	**—**	**—**	**—**
Net income (loss) for the period	—	(7,704)	—	(7,704)
Other comprehensive income (loss)	—	—	(630)	(630)
Total comprehensive income (loss) for the period	**—**	**(7,704)**	**(630)**	**(8,334)**
Contributed equity	**576,531**	—	—	576,531
Balance as of December 31, 2016	**576,531**	**(7,704)**	**(630)**	**568,197**

2017

[Numbers in US$ thousands]	Contributed Equity	Retained Earnings (Accumulated Deficit)	Other Components of Equity	Total Equity
Balance as of January 1, 2017	**576,531**	**(7,704)**	**(630)**	**568,197**
Net income (loss) for the period	—	6,064	—	6,064
Other comprehensive income (loss)	—	—	2,235	2,235
Total comprehensive income (loss) for the period	**—**	**6,064**	**2,235**	**8,299**
Share-based payment transactions	—	7,006	—	7,006
Balance as of December 31, 2017	**576,531**	**5,366**	**1,605**	**583,503**

The accompanying notes are an integral part of these financial statements.

KUNHOO SOFTWARE LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS

[Numbers in US$ thousands]	Notes	Predecessor Period from January 1 to November 3, 2016	Successor Period from July 26 to December 31, 2016	Successor Year ended December 31, 2017
Cash flow from operating activities				
Net income (loss) before income taxes		(8,849)	(9,800)	7,504
Income taxes paid		(1,759)	(369)	(3,202)
(Gains) losses on disposal of equipment and intangibles	4	—	—	(5,460)
Depreciation and amortization	8	9,586	3,082	16,604
Share of losses (income) of associates and joint ventures	29	2,664	237	1,670
Share-based remuneration	25	768	—	7,006
Change in accounts and other receivables	20	(5,391)	(3,947)	(235)
Change in trade and other payables	21	2,645	11,855	(8,509)
Movements in deferred revenue		(81)	(429)	(2,106)
Other		(14)	1,067	(1,619)
Net cash flow (used in) from operating activities		**(432)**	**1,697**	**11,653**
Cash flow from investment activities				
Proceeds from sales of equipment and intangibles		—	—	5,716
Purchases of equipment		(2,569)	(314)	(3,523)
Cash acquired in business combination		—	31,655	—
Release of escrow account		—	—	5,402
Short-term loans		—	—	(500)
Investments in, and loans to associates and joint ventures		(4,050)	(5,486)	(6,896)
Capitalized development costs		(1,610)	(318)	(3,503)
Net cash flow (used in) from investment activities		**(8,229)**	**25,538**	**(3,305)**
Cash flow from financing activities				
Proceeds from investors		—	1,580	—
Proceeds from loans and borrowings	23	—	5,512	—
Repayments of loans and borrowings	23	—	—	(4,372)
Payment of finance lease liabilities	23	(4,980)	(146)	(5,659)
Net cash flow (used in) from financing activities		**(4,980)**	**6,946**	**(10,031)**
Net change in cash and cash equivalents		**(13,641)**	**34,181**	**(1,683)**
Cash and cash equivalents (beginning balance)		30,602	—	34,181
Effects of exchange rate changes on cash and cash equivalents		212	—	709
Cash and cash equivalents (end balance)		**17,173**	**34,181**	**33,207**

The accompanying notes are an integral part of these financial statements.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 1 Corporate information

Successor

Kunhoo Software LLC, with its office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, is a limited liability company duly incorporated and validly existing under the laws of the Cayman Islands. Kunhoo Software LLC was formed by Kunlun Tech Limited, Keeneyes Future Holdings Inc., Future Holding LP, Qifei International Development Co. Ltd, and Golden Brick Capital Private Equity Fund I L.P. (collectively "the Members") for the purpose of acquiring Opera Software AS (with subsidiaries, the "Acquired Companies"). The rights to the purchase of Opera Software AS were assigned from Golden Brick Capital Private Equity Fund I L.P. to Kunhoo Software AS domiciled in Norway. Intermediate holding companies were also created between Kunhoo Software AS and Kunhoo Software LLC with Kunhoo Software S.a.r.l (Luxembourg) owning the shares of Kunhoo Software AS and Kunhoo Software Limited (Hong Kong), which is directly owned by Kunhoo Software LLC, owning the shares of Kunhoo Software S.a.r.l (Luxembourg).

Predecessor

On 3 November 2016, Kunhoo Software LLC through wholly-owned subsidiaries acquired Opera Software AS, which included the "Consumer Business" of Otello Corporation ASA, formerly Opera Software ASA ("Otello"). The Consumer Business consisted of mobile and PC web browsers as well as certain related products and services. It was managed from Norway, with key engineering operations located in Poland, Sweden and China.

Note 2 Significant accounting policies

2.1 Basis of preparation of Successor and Predecessor

The Successor and Predecessor Financial Statements (collectively, the "consolidated financial statements") have been prepared for inclusion in the Prospectus of Kunhoo Software LLC and subsidiaries (the "Group"), for purposes of listing shares on a stock exchange in the United States. As a result of the acquisition of the Acquired Companies on November 3, 2016, the Group carries forward and continues to operate the Acquired Companies' business from that date. International Financial Reporting Standards ("IFRS") do not provide specific guidance for the preparation and presentation of historical information related to such transactions. Prior to the acquisition of the Acquired Companies, the Group had no operations in the period from July 26, 2016 to November 3, 2016 but did incur significant transaction costs. The Successor and Predecessor Financial Statements have been prepared with a "black line presentation" to distinctly highlight the periods pre- and post- acquisition.

The Successor and Predecessor Financial Statements, as defined below, are collectively presented as required by Regulation S-X Article 3, and prepared in accordance with IFRS as issued by the International Accounting Standards Board ("IASB") and IFRS interpretations as issued by the IFRS Interpretations Committee ("IFRIC"), together defined as IFRS. The Successor and Predecessor Financial Statements are defined as follows:

- Successor: The consolidated financial statements of Kunhoo Software LLC and subsidiaries comprise the consolidated statements of financial position as of December 31, 2016 and 2017, and the related consolidated statements of operations, total comprehensive income (loss), changes in

Note 2 Significant accounting policies (continued)

equity, and cash flows, and related notes for the period from inception on July 26, 2016 (inception) to December 31, 2016 and for the year ended December 31, 2017, with the Acquired Companies included from November 4, 2016 (the "Successor").

- Predecessor: The consolidated statements of operations of total comprehensive loss, changes in equity, and cash flows, and related notes for the period from January 1, 2016 to November 3, 2016 of the Consumer Business of Otello (the "Predecessor").

It should be noted that the comparability of the Successor periods to the Predecessor periods is affected by the application of purchase accounting.

The consolidated financial statements have been prepared on a historical cost basis except for the liability described in note 12. Further, the financial statements are prepared based on the going concern assumption. The financial information presented in US Dollars has been rounded to the nearest thousand (US$ thousands), therefore the subtotals and totals in some tables may not equal the sum of the amounts shown.

The Board of Managers authorized the financial statements for issuance on May 8, 2018.

2.2 Basis of preparation of the Predecessor

Prior to November 3, 2016, the Consumer Business was one of Otello's major businesses lines. A significant part of the Consumer Business was owned and operated within Otello's ultimate holding company until March 2016 when the Consumer Business and the majority of Otello's other businesses were contributed to Opera Software AS, a wholly owned subsidiary that was formed in December 2015. Otherwise, Otello's businesses were largely operated through distinct entities. The ownership hierarchy of these entities was not organized in separate legal structures reflecting the underlying businesses. Accordingly, Otello completed a number of internal transactions to establish Opera Software AS as the ultimate holding company of all entities related to its Consumer Business, and to have Otello's other businesses held outside Opera Software AS, prior to the sale to the Group.

Carve-out approach

Neither the Acquired Companies nor the Consumer Business has previously presented standalone financial statements on a consolidated basis. Preparing such financial statements was accomplished by extracting information for the Consumer Business from Otello's historical financial records and applying certain adjustments and allocations as required to reflect all of the revenues and costs relevant to the Consumer Business. Accordingly, financial performance, cash flows and changes in owner's equity of the Consumer Business have been "carved out" from Otello for the period January 1, 2016 to November 3, 2016 to prepare the Predecessor's consolidated financial statements.

The Consumer Business was generally managed separately from Otello's other businesses and did not have significant recurring inter-business relationship with Otello other than cash pooling/financing and certain sales, corporate and administrative functions. Intercompany transactions within the Consumer Business have been eliminated in preparing the consolidated financial statements of the Predecessor.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

The consolidated financial statements of the Predecessor do not necessarily reflect the financial performance, cash flows and changes equity that would be been presented if the Consumer Business existed as an independent business during the period presented.

Operating revenue

In the Predecessor's consolidated financial statements, the majority of the revenues of the Consumer Business were included within distinct business units and were readily identifiable from Otello's other revenues.

Personnel expenses including share-based remuneration

Otello's personnel expenses have been tracked on an individual employee level. Accordingly, in the Predecessor's consolidated financial statements, employee compensation costs were allocated to the Consumer Business based upon the actual employees included within the Consumer Business, reflecting costs for product development, sales, and corporate and administrative functions including accounting and finance.

Furthermore, the cost of Otello's share based incentive program has been reflected in the Predecessor's consolidated financial statements based upon the cost allocated by Otello to the specific employees that were part of the Consumer Business.

Based upon the above, Management believes the personnel expenses included in the Predecessor's consolidated financial statements are reflected on a reasonable basis.

Depreciation and amortization

In the Predecessor financial statements, depreciation and amortization expense was directly identifiable based on the furniture, fixtures and equipment and intangible assets that were included within the Consumer Business.

Other operational expenses

The majority of the Consumer Business's other operational expenses could be clearly identified. In the limited instances where cost categories within an entity were shared across the Otello businesses, such expense categories were reviewed and allocated using an appropriate method. For example, the Consumer Business shared office space with Otello in its Oslo, Norway headquarters. Related office costs been allocated to the Consumer Business based on the relative number of full time equivalent employees of the Consumer Business and Otello's other activities. Management believes that this allocation provides a reasonable estimate.

Restructuring costs

In 2016, the Consumer Business underwent restructuring activities that included offering separation agreements to certain employees and reducing the office area usage in two locations. Restructuring costs have been included based on the specific severance agreements with affected employees, and the specific costs related to the reduction in office space relative to pre-existing lease commitments.

Note 2 Significant accounting policies (continued)

Financial expenses

Otello maintains a bank credit facility for general corporate purposes which was not transferred to the Consumer Business as part of the business combination described above. Certain of the Consumer Business assets were pledged as security for the bank credit facility. In preparing the Predecessor's consolidated financial statements, management reviewed the historical borrowings under the bank credit facility that were linked to the Consumer Business. Based upon this review and Otello's estimated borrowing rate, interest cost has been allocated to the Predecessor's consolidated financial statements based upon an estimate of Otello's borrowings that were related to the Consumer Business.

Income taxes

Income taxes have been prepared on a separate return basis for the results from operations of the Consumer Business, based upon the estimated applicable income tax rates for the jurisdictions in which the Consumer Business is taxable.

The Predecessor and Successor (collectively "the Group") have applied the same accounting policies where applicable.

2.3 Currency translation

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates (the "functional currency").

The Successor and Predecessor financial statements are presented in US Dollars (US$), which is the presentation currency of the Group.

Foreign currency transactions are measured at the exchange rate at the date of initial recognition. Any gains or losses resulting from the valuation of the foreign currency monetary assets and liabilities using the currency exchange rates as at the reporting date are recognized in other operating income or other operating expenses. Currency exchange differences relating to financing activities are part of the net financial income (expense).

The assets and liabilities of entities within the Group with a functional currency which differs from the Group's presentation currency are translated using the currency exchange rates of the reporting date. Similarly, income and expense items are translated at average currency exchange rates for the respective period. The translation of equity balances is performed using historical currency exchange rates. The overall net foreign currency impact from translating the statement of financial position and income statements to US Dollars is initially recognized in the statement of total comprehensive income (loss).

2.4 Basis of consolidation for the Successor

The consolidated financial statements comprise the financial statements of the Kunhoo Software LLC and its subsidiaries. Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with an investee and has the ability to affect those returns through its power over the investee. Generally, there is a presumption that a majority of voting rights results in control. Specifically, the Group controls an investee if, and only if, the Group has:

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

- Power over the investee (i.e., existing and potential rights that give it the current ability to direct the relevant activities of the investee)
- Exposure, or rights, to variable returns from its involvement with the investee
- The ability to use its power over the investee to affect its return.

All intra-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between members of the Group are eliminated in consolidation.

Investments in associates and jointly controlled entities

Associates are those entities in which the Group has significant influence, but not control, over the financial and operating policies. Significant influence is presumed to exist when the Group holds between 20 and 50 percent of the voting power of another entity.

A jointly controlled entity is a type of joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint venture. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.

Investments in associates and jointly controlled entities are accounted for using the equity method (equity-accounted investees) and are recognized initially at cost.

The consolidated financial statements include the Group’s share of the net income or loss and other comprehensive income, after adjustments, to align the accounting policies of the associate with those of the Group from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

When the Group’s share of losses exceeds its interest in an equity-accounted investee, the carrying amount of that interest, including any long-term investments, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation or has made payments on behalf of the investee.

2.5 Accounting estimates and judgements

Management has evaluated the development, selection and disclosure of the Group’s significant accounting policies and estimates and the application of these policies and estimates.

The preparation of the Group’s consolidated financial statements requires management to make judgements, estimates and assumptions that may affect the reported amounts of assets, liabilities, revenues and expenses, and the accompanying disclosures. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the result of which forms the basis for making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates. The estimates and underlying assumptions are reviewed on an ongoing basis. Changes in accounting estimates are recognized in the period in which the estimate is revised, if the revision affects only that period, or in the period of the revision and future periods if the revision affects both current and future periods.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

The following summarizes the most significant judgments and estimates in preparing the consolidated financial statements.

a) Impairment of goodwill

The Group is required to test goodwill for impairment annually, and when circumstances warrant. The Group recognizes an expense for goodwill impairment when the carrying value of a cash generating unit ("CGU") including goodwill exceeds its recoverable amount, which is the higher of (i) its fair value less costs of disposal, and (ii) its value in use. Determining whether goodwill is impaired requires estimation of the recoverable amount of the CGU to which goodwill has been allocated based on value in use under IAS 36. The value-in-use calculation, based on a discounted cash flow ("DCF") model, requires management to estimate the future cash flows expected to arise from the CGU using a suitable discount rate. The key assumptions in determining the recoverable amount are the discount rate, expected future cash flows and the growth rate. The key assumptions, including a sensitivity analysis, are disclosed and further explained in note 9.

b) Intangible assets with indefinite useful lives

Determining the useful lives of intangible assets requires management judgement. The brand of Opera ("Trademark"), with a book value of US$70.6 million as of December 31, 2016 and December 31, 2017, is expected to have an indefinite life based on its history and the Group's plans to continue to support and develop the brand. The Trademark is tested for impairment annually, and when circumstances warrant. The Trademark is included in the same CGU as goodwill and impairment testing is based upon the same model as described for goodwill above.

c) Share-based payments

The Group has established a Restricted Share Unit (RSU) plan to provide long-term incentives for its employees.

Estimating fair value for share-based awards requires an assessment of an appropriate valuation model, which depends on the terms and conditions of the grant. The estimate also requires an assessment of the most appropriate inputs to the valuation model including grant date fair value of the underlying equity, the expected life of the grant, volatility and dividend yield. Assumptions and models used for current grants are disclosed in note 25.

Social security costs are accrued over the vesting period of each award, based on the award's intrinsic value of the underlying equity interest as of the reporting date.

Both periodic equity costs and social security cost accruals are adjusted for estimated forfeitures.

d) Business combinations

Accounting for business combinations involve estimation of fair value of identified tangible and intangible assets as well as liabilities in connection with allocation of the purchase price. The estimation of fair values is based on valuation techniques that require management to estimate future cash flows generated by the acquired business and those related to individual assets. The purchase price allocation performed in connection with the acquisition of the Acquired Companies is described in note 28.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

e) Deferred tax assets

Deferred tax assets are recognized when it is probable that the Group will have a sufficient taxable profit in subsequent periods to utilize the tax benefits. The assessment of the Group's future ability to utilize tax positions is based on judgements of the level of taxable profit, the expected timing of utilization, expected reversal of temporary differences and strategies for tax planning. The judgements relate, to a large extent, to the ability to utilize tax losses carried forward and foreign tax credits and the amount of deductible interest on intercompany loans that are subject to certain limitations. See note 24 for further details.

f) Capitalized development costs and customer relationships

The Group capitalizes costs for certain product development projects. Initial capitalization of costs is based on management's judgement that the project meets five requirements: It (a) will be completed and implemented, (b) will be distributed to end-users, (c) will differentiate our products from competition and (d) is expected to positively impact future revenue generation through a known monetization model and (e) we are able to reliably measure the expenditure during development.

The Group periodically, and when circumstances warrant, reviews capitalized costs to evaluate whether there are impairment indicators for individual development assets and performs impairment testing as appropriate. In the event the Group abandons a development initiative, the asset is written off immediately.

The Group's customer relationship assets related to relatively few customers. The loss of any one customer could have a significant impact on the carrying value. Accordingly, the Group periodically assesses whether impairment indicators exist or if adjustments are required to the estimated useful lives of the assets as circumstances warrant.

g) Trade receivables

The Group reviews the collectability of trade receivables continuously. If the Group determines that a receivable is not recoverable, a bad debt reserve on an individual basis is recognized. The Group also provides for a general reserve for uncollectible receivables based upon its historical experience, which requires judgment and consideration as to whether economic or other circumstances may impact the ability to collect trade receivables.

2.6 Significant accounting principles

a) Business combinations and goodwill

Business combinations are accounted for using the acquisition method. Acquired businesses are included in the consolidated financial statements from the date the Group effectively obtains control.

The Group measures goodwill at the acquisition date as:

- The fair value of the consideration transferred; plus
- The recognized amount of any non-controlling interests in the acquiree, plus, if the business combination is achieved in stages, the fair value of the existing equity interest in the acquiree; less

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

- The net recognized amount (generally, fair value) of the identifiable assets acquired and liabilities assumed with related deferred income tax effects.

After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to the Group's CGU(s) that are expected to benefit from the transaction.

Acquisition related costs are expensed as incurred and included in the Consolidated Statement of Operations.

Based on our business and organization with one operating segment (Consumer Business), the Group currently has one single CGU.

b) Furniture, fixtures and equipment

Furniture, fixtures, including leasehold improvements, and equipment are recognized at cost, less accumulated depreciation and impairment losses.

Equipment leases, where the Group assumes substantially all the risks and rewards of ownership, are classified as finance leases. For the Group, this primarily relates to network server equipment. The leased assets are measured initially at an amount equal to the lower of (i) their fair value, and (ii) the present value of the minimum lease payments. Subsequent to the initial recognition, the assets are accounted for in accordance with the accounting policy applicable to that asset.

Depreciation and amortization of furniture, fixtures and equipment is recognized on a straight-line basis over the asset's estimated useful life as follows:

- Leasehold improvements — Up to 6 years, or term of lease contract
- Equipment — Up to 10 years, or term of lease contract
- Furniture and fixtures — Up to 5 years

Residual values and useful lives are reviewed at each financial year end and adjusted prospectively, if appropriate.

At the end of each reporting period, furniture, fixtures and equipment are assessed for any indications of impairment. If there are indications implying that an asset may be impaired, the recoverable amount is estimated.

c) Capitalized development costs and customer relationships

The cost of developing new features, together with significant and pervasive improvements of core platform functionality, are capitalized as development costs and amortized on a straight-line basis, generally over a period of up to 3 to 5 years.

Other engineering work related to research activities or ongoing product maintenance, such as "bug fixes", updates needed to comply with changes in laws and regulations, or updates needed to keep pace with the latest web trends are expensed in the period they are incurred.

Note 2 Significant accounting policies (continued)

Intangible assets related to customer relationships which result from business combinations are recognized at cost less accumulated amortization and impairment losses and are amortized over the estimated customer relationship period up to 15 years. Customer relationship assets are evaluated for impairment when circumstances warrant.

d) Financial instruments

The Group classifies non-derivative financial assets into the following categories: fair value through the statement of operations, held-to-maturity, loans and receivables, and available for sale.

Non-derivative financial liabilities are classified into the following categories: financial liabilities at fair value through the statement of operations and other financial liabilities.

Subsequent to initial recognition, the Group's non-derivative financial assets are measured as described below:

- Fair value through the statement of operations: A financial asset is classified as fair value through the statement of operations if it is classified as held for trading or designated as such on initial recognition with transaction costs expensed as incurred. Subsequent changes in fair value including interest and dividends are included in determining net income (loss);

- Held-to-maturity, and loans and receivables: Initially measured at fair value plus direct transaction costs and subsequently measured at amortized cost using the effective interest method;

- Available for sale: Initially measured at fair value plus direct transaction costs and subsequently measured at fair value and changes, other than impairment losses, interest income and foreign currency on debt differences are recognized in other comprehensive income. When available for sale assets are derecognized, the gain or loss in accumulated other comprehensive income is reclassified to income (loss).

A non-derivative financial liability is classified as fair value through the statement of operations if it is classified as held-for-trading or is designated as such on initial recognition. Subsequent changes in fair value including interest and dividends are included in determining net income (loss). Other non-derivative financial liabilities are initially measured at fair value less any directly attributable transaction costs. Subsequently, these liabilities are recognized at amortized cost using the effective interest method.

e) Impairment

Financial assets

Financial assets are assessed for impairment at every reporting period. Impairment charges are recognized if one or more events have had a negative effect on the estimated future cash flows of the asset.

Non-financial assets

The carrying amounts of the Group's non-financial assets are reviewed to determine whether there is any indication of impairment. If any such indication exists, the asset's recoverable amount is estimated (see below).

Note 2 Significant accounting policies (continued)

For goodwill and intangible assets that have an indefinite useful life and intangible assets that are not yet available for use, the recoverable amount is estimated at a minimum at each year-end date (December 31).

An impairment loss is recognized whenever the carrying amount of an asset or its CGU exceeds its recoverable amount. Please see note 9 for further information.

Impairment losses recognized in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to such CGU(s) and then to reduce the carrying amount of the other assets in the unit(s) on a pro-rata basis.

Calculation of recoverable amount

The recoverable amount of the Group's assets is the greater of (i) their fair value less cost of disposal, and (ii) value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the CGU to which the asset belongs.

Reversals of impairment

An impairment loss in respect of goodwill is not reversed.

With respect to other assets, an impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been recognized.

f) Determination of fair values

Except for one provision described in note 12 which was settled in February 2018, the Group has no financial assets or liabilities measured at fair value on an ongoing basis for the periods presented. The Group discloses the fair value at each reporting date for certain long-term financial assets and liabilities.

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities based on the nature, characteristics and risks of the asset or liability, and the level of the fair value hierarchy.

All assets and liabilities for which fair value is disclosed in the financial statements are categorized within the fair value hierarchy, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 — Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 — Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

g) Provisions

A provision is recognized in the statement of financial position when the Group has a currently existing legal or constructive obligation as a result of a past event, and it is probable that a future outflow of economic benefits will be required to settle the obligation. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability.

A provision for restructuring costs is recognized when the Group has approved a detailed and formal restructuring plan, and the restructuring either has commenced or has been announced.

h) Revenue recognition

The Group has the following primary sources of revenue:

- Search
- Advertising
- Technology Licensing and Other

The Group recognizes revenues when: (i) persuasive evidence of an arrangement exists, (ii) delivery of the product and/or service has occurred, (iii) the amount of revenue is fixed and determinable, and the amount of revenue can be measured reliably and (iv) collection of payment is reasonably assured.

Search

Search revenue is generated when a user conducts a qualified search using an Opera search partner (such as Google or Yandex) through the built-in combined address and search bar provided in Opera's PC and mobile browsers, or when otherwise redirected to the search partner via browser functionality. Search revenue is recognized in the period the qualified search occurs based upon the contractually agreed revenue share amount.

Advertising

Advertising includes revenues from all other user-generated activities excluding search revenues. Advertising revenues include revenues from industry-standard ad units, predefined partner bookmarks ("Speed Dials") and subscriptions of various promoted services that are provided by the Group. Revenue is recognized when our advertising services are delivered based on the specific terms of the underlying contract, which are commonly based on revenue sharing, clicks, or subscription revenues collected by third parties on behalf of the Group.

The majority of advertising revenue is reported based on the amounts we are entitled to receive from advertising partners. In limited instances where the Group has developed or procured a service which it promotes to users, the Group considers itself the principal party to a transaction and not an agent of another entity. In such cases, the Group will recognize revenue on a gross basis. In the Group's determination as to whether it is the principal, it considers its (i) responsibility to provide the service to the end-user, (ii) ability to determine pricing, (iii) exposure to variable benefits, (iv) exposure to risk. The associated costs for these transactions are included in the consolidated statements of operations within Payouts to Publishers and Monetization Partners.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 2 Significant accounting policies (continued)

Technology Licensing and Other

Technology Licensing and Other includes revenues that are not generated by the Group's user base such as revenues from device manufacturers and mobile communications operators. Licensing agreements may include licensing of technology, related professional services, maintenance and support, as well as hosting services.

Licensing revenue is recognized at the time of delivery of software, or over the licensing period, based on the specific terms of the underlying contract. Professional service revenues are recognized based on percentage of completion of a project. Maintenance, support and hosting revenues are generally recognized ratably over the term these services are provided.

The allocation of revenue for contracts with multiple elements is based on the Group's estimate of its stand-alone selling prices. Such estimates are based on relevant historical information that can include past contracts with fewer elements, or the Group's typical hourly rates for professional services compared with an estimated number of hours required.

Revenues from operators are included in this category even if there often is a variable component that scales with the number of users. Such operator agreements typically contain licensing fees based on usage, hosting and support services.

Deferred revenue

The Group's deferred revenue primarily relates to customers making upfront payments. Deferred revenue is typically associated with customer support and hosting services when the Group has remaining performance obligations.

i) Payments to publishers and monetization partners

Payments to publishers and monetization partners comprises publisher costs and costs of any platform or collection service used to facilitate subscription services where the Group is the principal of the transaction. Payments to publishers and monetization partners typically consist of fees based upon a percentage of relevant revenues, such as publishers providing content in which the Group delivers mobile ads or operators facilitating payments of Opera branded services. The Group recognizes such costs at the same time it recognizes the associated revenue.

j) Other income

Other income is income which is not related to the Group's ordinary activities, and is presented net of associated costs. This would include any net proceeds from divestment of intangible or tangible assets.

k) Income taxes

Income tax consists of the sum of (i) current year income taxes payable plus (ii) the change in deferred taxes and liabilities, except if income taxes relate to items recognized in other comprehensive income, in which case it is recognized in other comprehensive income (loss).

Note 2 Significant accounting policies (continued)

Current year income taxes payable is the expected tax payable on the taxable income for the year, using tax rates enacted or substantially enacted at the year-end date, and any adjustment to tax payable in respect of previous years. The Group includes deductions for uncertain tax positions when it is probable that the tax position will be sustained in a tax review. The Group records provisions relating to uncertain or disputed tax positions at the amount expected to be paid. The provision is reversed if the disputed tax position is settled in favour of the Group and can no longer be appealed.

Deferred tax is provided using the liability method, providing for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The amount of deferred tax provided is based on the expected manner of realization or settlement of the underlying items, using tax rates enacted or substantively enacted at the reporting date.

A deferred tax asset is only recognized to the extent that it is probable that future taxable profits will allow the deferred tax asset to be realized. Recognized assets are reversed when realization is no longer probable. Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis, or their tax assets and liabilities will be realized simultaneously.

Income taxes include all domestic and foreign taxes, which are based on taxable profits, including withholding taxes.

Government grants

Grants that relate to the development of technology are deducted from the cost of development when the Group becomes entitled to the grant and has no further obligations.

Note 3 Changes in accounting policies and disclosures

The Group applied Amendments to IAS 7 Statement of Cash Flows: Disclosure Initiative in its Successor consolidated financial statements.

The amendments require entities to provide disclosure of changes in their liabilities arising from financing activities, including both changes arising from cash flows and non-cash changes (such as foreign exchange gains or losses).

3.1 New standards and interpretations not yet adopted

Future consolidated financial statements will be affected by new and amended IFRS standards and interpretations which have been published but are not effective as of December 31, 2017. The effect of new and amended IFRS standards and interpretations which may have a significant impact on the Group have been summarized below. The Group intends to adopt these standards when they become effective.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 3 Changes in accounting policies and disclosures (continued)

IFRS 9 Financial Instruments

In July 2014, the IASB issued the final version of IFRS 9 Financial Instruments that replaces IAS 39 Financial Instruments: Recognition and Measurement. IFRS 9 requires the Group to record expected credit losses on loans and trade receivables. IFRS 9 is effective for annual periods beginning on or after January 1, 2018, with early application permitted. Except for hedge accounting, retrospective application is required, but providing comparative information is not compulsory.

The Group plans to adopt the new standard on the required effective date. During 2017, the Group performed an impact assessment of IFRS 9. The Group will apply the simplified approach and record lifetime expected losses on all trade receivables. The Group has estimated that there will be an insignificant increase in the provision for bad debts. No effect is expected with respect to classification and measurement.

IFRS 15 Revenue from Contracts with Customers

IFRS 15 was issued in May 2014, and amended in April 2016, and establishes a five-step model to account for revenue arising from contracts with customers. Under IFRS 15, revenue is recognized at an amount that reflects the consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer.

The new revenue standard will supersede all current revenue recognition requirements under IFRS. Either a full retrospective application or a modified retrospective application is required for annual periods beginning on or after January 1, 2018. The Group will adopt the new standard on the required effective date using the modified retrospective method and recognize the cumulative effect of the initial application of the standard as an adjustment to the opening balance of retained earnings on the effective date.

IFRS 15 introduces special application guidance related to accounting for sale of licenses in regards to whether the licenses are transferred over time or at a point in time. The Group has performed an assessment of potential effects of IFRS 15. Based on this assessment, the Group expects that upon transition, the new standard will have insignificant effects as of January 1, 2018.

The Group’s disclosures will be impacted due to the new and more extensive disclosure and presentation requirements under IFRS 15. The impact of IFRS 15 on future transactions will depend on specific facts and circumstances. The Group has relatively few material multi-element agreements.

IFRS 16 Leases

IFRS 16 was issued in January 2016 and it replaces IAS 17 Leases and its interpretations, including IFRIC 4 Determining whether an Arrangement contains a Lease. IFRS 16 sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to account for all leases under a single on-balance sheet model similar to the accounting for finance leases under IAS 17. The standard includes two recognition exemptions for lessees — leases of ‘low-value’ assets (e.g., personal computers) and short-term leases (i.e., leases with a lease term of 12 months or less). At the commencement date of a lease, a lessee will recognize a liability to make lease payments (i.e., the lease liability) and an asset representing the right to use the underlying asset during the lease term (i.e., the right-of-use asset). Lessees will be required to separately recognize the interest expense on the lease liability and the depreciation expense on the right-of-use asset.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 3 Changes in accounting policies and disclosures (continued)

Lessees will also be required to re-measure the lease liability upon the occurrence of certain events (e.g., a change in the lease term, a change in future lease payments resulting from a change in an index or rate used to determine those payments). The lessee will generally recognize the amount of the re-measurement of the lease liability as an adjustment to the right-of-use asset.

IFRS 16 also requires more extensive disclosures than under IAS 17.

The new standard is effective for annual periods beginning on or after January 1, 2019. Early application is permitted. A lessee can choose to apply the standard using either a full retrospective or a modified retrospective approach. The Group plans to assess the potential effects of IFRS 16 on its financial statements in 2018, and expects that IFRS 16 will mainly impact its recognition of office facility lease agreements.

Note 4 Operating revenues and other income

Operating revenue

The business and reporting setup of the Group, based on information provided to its chief operating decision maker, consists of one operating segment (Consumer Business). The Group sees the current consumer products to be an integrated portfolio with key resources leveraged across the Consumer Business.

	Predecessor	Successor	
[Numbers in US$ thousands]	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Revenue by customer location	2016	2016	2017
Ireland	32,730	9,310	63,152
Russia	13,883	2,868	18,251
Other	41,904	6,589	47,490
Total	**88,518**	**18,767**	**128,893**

Revenue by country is based upon the customers' countries of domicile which is not necessarily an indication of where activities occur because the end users of the Group's products are located worldwide.

The Group has two customer groups that each has exceeded 10% of the Group's revenue in the periods below.

	Predecessor	Successor	
[Numbers in US$ thousands]	Period from January 1 to November 3, 2016	Period from July 26 to December 31, 2016	Year ended December 31, 2017
Customer group 1	33,265	7,561	55,685
Customer group 2	12,775	2,594	16,604

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 4 Operating revenues and other income (continued)

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Revenue type	2016	2016	2017
Search	44,347	10,215	68,192
Advertising	27,960	5,219	41,047
Technology Licensing / Other	16,211	3,333	19,653
Total	**88,518**	**18,767**	**128,893**

Other income

During 2017, the Group entered into a set of agreements with one customer that included a sale of intellectual property, which had embedded technology licensed from Otello Corporation ASA, and certain time-restricted hosting services. The sale of intellectual property (IP), net of associated costs and the book value of the divested IP, and the costs of external technology required to enable the intellectual property to be transferred, is presented net as Other Income. Proceeds related to the licensing of the Group's own IP and the resulting revenues from hosting services are included in Operating Revenue — Technology Licensing / Other.

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Other income	2016	2016	2017
Proceeds allocated to divestment of IP	—	—	7,800
Cost of technology license obtained from Otello Corporation ASA	—	—	(2,000)
Book value of associated capitalized development costs	—	—	(256)
Legal fees related to the divestment process	—	—	(84)
Total	**—**	**—**	**5,460**

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 5 Personnel expenses including share-based remuneration

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Personnel expenses including share-based remuneration	2016	2016	2017
Salaries/bonuses	26,599	3,965	25,895
Social security cost, excluding amounts related to share-based remuneration	4,260	1,007	4,235
External temporary hires	672	27	686
Defined-contribution pension cost	1,555	429	2,068
Other personnel related expenses	1,493	544	1,935
Personnel expenses excluding share-based remuneration	**34,579**	**5,972**	**34,819**
Share-based remuneration, including related social security costs	914	—	9,496
Personnel expenses including share-based remuneration	**35,493**	**5,972**	**44,315**

The amounts of expensed versus capitalized development cost is detailed in the following table:

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Development cost	2016	2016	2017
Total research and development cost	17,660	3,504	23,386
Less: Capitalized research and development cost excluded from personnel expenses	1,610	318	3,503
Net: Expensed research and development cost	16,050	3,186	19,883

Board of Managers and Chief Executive remuneration

Neither the CEO nor members of the Board of Managers have received any remuneration from the Group during the period from July 26, 2016 to December 31, 2016 and 2017. No loans have been granted and no guarantees have been issued to the CEO or any member of the Board of Managers. Neither the CEO nor the Board members have any agreements for compensation upon termination or change of employment / directorship.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 6 Other operating expenses

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Other operating expenses	2016	2016	2017
Marketing and distribution	22,550	7,980	30,971
Hosting	7,894	2,215	12,105
Audit, legal and other advisory services	1,577	6,359	3,529
Software license fees	1,068	253	1,346
Rent and other office expenses	3,407	545	4,304
Travel	1,880	983	1,775
Other	4,110	698	4,622
Total	**42,486**	**19,032**	**58,652**

Note 7 Restructuring costs

The restructuring costs mainly consist of severance payments to former employees and reductions of office space, with certain associated legal fees. The Group's restructuring (including the restructuring within the Predecessor period) represents a streamlining of the Consumer Business carried out over a limited time-period.

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Restructuring costs	2016	2016	2017
Severance cost	3,586	—	2,707
Office restructuring cost	231	—	306
Legal fees related to restructuring	94	—	227
Total	**3,911**	**—**	**3,240**

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 8 Furniture, fixtures and equipment and intangible assets

	PREDECESSOR			
[Numbers in US$ thousands]	Fixtures and fittings	Equipment	Leasehold improvements	Total furniture, fixtures and equipment
Balance				
Balance as of January 1, 2016	991	46,437	1,960	49,387
Additions	294	1,124	982	2,401
Disposal	—	—	(520)	(520)
Currency differences	(22)	1,461	(2)	1,437
Balance as of November 3, 2016	**1,263**	**49,023**	**2,420**	**52,706**
Accumulated depreciation and amortization				
Accumulated depreciation as of January 1, 2016	588	29,949	627	31,164
Depreciation and amortization	159	7,213	888	8,261
Disposal	—	—	(520)	(520)
Currency differences	(13)	534	(55)	465
Accumulated depreciation and amortization as of November 3, 2016	**734**	**37,696**	**940**	**39,371**
Net book value as of November 3, 2016	**528**	**11,327**	**1,480**	**13,335**
Depreciation for the period	**159**	**7,213**	**888**	**8,261**

[Numbers in US$ thousands]	Other intangible assets	Customer relationships	Technology	Trademarks	Total intangible assets
Balance					
Balance as of January 1, 2016	7,515	—	4,471	—	11,986
Additions	—	—	1,610[(1)]	—	1,610
Disposal	—	—	—	—	—
Currency differences	—	—	—	—	—
Balance as of November 3, 2016	**7,515**		**6,081**		**13,596**
Accumulated depreciation and amortization					
Accumulated depreciation as of January 1, 2016	5,493	—	3,885	—	9,377
Depreciation and amortization	1,022	—	302	—	1,324
Disposal	—	—	—	—	—
Currency differences	—	—	—	—	—
Accumulated depreciation and amortization as of November 3, 2016	**6,515**	**—**	**4,187**	**—**	**10,702**
Net book value as of November 3, 2016	**1,000**	**—**	**1,894**	**—**	**2,894**
Depreciation for the period	**1,022**	**—**	**302**	**—**	**1,324**

(1) Represents capitalized development costs

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 8 Furniture, fixtures and equipment and intangible assets (continued)

	SUCCESSOR			
[Numbers in US$ thousands]	Fixtures and fittings	Equipment	Leasehold improvements	Total furniture fixtures and equipment
Balance				
Balance as of July 26, 2016	—	—	—	—
Additions through business combinations	528	11,327	1,480	13,335
Additions	18	296	—	314
Disposal	(23)	—	—	(23)
Currency differences	(5)	(38)	(26)	(69)
Balance as of December 31, 2016	**518**	**11,584**	**1,454**	**13,556**
Accumulated depreciation and amortization				
Accumulated depreciation as of July 26, 2016	—	—	—	—
Depreciation and amortization	47	1,486	73	1,606
Disposal	—	—	—	—
Reclassification	—	—	—	—
Currency differences	11	89	61	161
Accumulated depreciation and amortization as of December 31, 2016	**58**	**1,575**	**135**	**1,768**
Net book value as of December 31, 2016	**460**	**10,009**	**1,319**	**11,788**
Depreciation for the period	**47**	**1,486**	**73**	**1,606**

[Numbers in US$ thousands]	Fixtures and fittings	Equipment	Leasehold improvements	Total furniture fixtures and equipment
Balance as of January 1, 2017	518	11,584	1,454	13,556
Additions	15	8,434	—	8,449
Disposal	(68)	(356)	(14)	(439)
Currency differences	13	1,023	252	1,288
Balance as of December 31, 2017	**477**	**20,685**	**1,692**	**22,854**
Accumulated depreciation and amortization				
Accumulated depreciation as of January 1, 2017	58	1,575	135	1,768
Depreciation and amortization	163	7,562	249	7,974
Disposal	—	(326)	—	(326)
Currency differences	(35)	(9)	22	(21)
Accumulated depreciation and amortization as of December 31, 2017	**186**	**8,802**	**406**	**9,394**
Net book value as of December 31, 2017	**291**	**11,883**	**1,286**	**13,460**
Depreciation for the period	**163**	**7,562**	**249**	**7,974**

Furniture Fixtures and Equipment	Fixtures and fittings	Equipment	Leasehold improvements
Useful life	Up to 5 years	Up to 10 years	Up to 6 years
Depreciation plan	Linear	Linear	Linear

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 8 Furniture, fixtures and equipment and intangible assets (continued)

[Numbers in US$ thousands]	Other intangible assets	Customer relationships	Technology	Trademarks	Total intangible assets
Balance as of July 26, 2016	—	—	—	—	—
Additions through business combinations	1,391	40,700	12,594	70,600	125,285
Additions	486	—	241[(1)]	—	727
Disposal	—	—	—	—	—
Currency differences	—	—	—	—	—
Balance as of December 31, 2016	**1,877**	**40,700**	**12,835**	**70,600**	**126,012**
Accumulated depreciation and amortization					
Accumulated depreciation as of July 26, 2016	—	—	—	—	—
Depreciation and amortization	124	497	855	—	1,476
Disposal	—	—	—	—	—
Reclassification	—	—	—	—	—
Currency differences	—	—	—	—	—
Accumulated depreciation and amortization as of December 31, 2016	**124**	**497**	**855**	**—**	**1,476**
Net book value as of December 31, 2016	**1,753**	**40,203**	**11,980**	**70,600**	**124,536**
Depreciation for the period	**124**	**497**	**855**	**—**	**1,476**

[Numbers in US$ thousands]	Other intangible assets	Customer relationships	Technology	Trademarks	Total intangible assets
Balance as of January 1, 2017	1,877	40,700	12,835	70,600	126,012
Additions	143	—	2,936[(1)]	—	3,079
Disposal	—	—	(1,226)	—	(1,226)
Currency differences	—	—	—	—	—
Balance as of December 31, 2017	**2,020**	**40,700**	**14,545**	**70,600**	**127,865**
Accumulated depreciation and amortization					
Accumulated depreciation as of January 1, 2017	124	497	855	—	1,476
Depreciation and amortization	1,617	2,980	4,033	—	8,630
Disposal	—	—	(861)	—	(861)
Currency differences	—	—	—	—	—
Accumulated depreciation and amortization as of December 31, 2017	**1,741**	**3,477**	**4,028**	**—**	**9,245**
Net book value as of December 31, 2017	**279**	**37,223**	**10,518**	**70,600**	**118,620**
Depreciation for the period	**1,617**	**2,980**	**4,033**	**—**	**8,630**

Intangible assets	Customer relations	Technology	Trademarks
Useful life	Up to 15 years	Up to 5 years	Indefinite
Amortization plan	Linear	Linear	

(1) Represents capitalized development costs net of recognized Norwegian governmental grants available to technology developing companies.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 8 Furniture, fixtures and equipment and intangible assets (continued)

Impairment

The Group assesses, at each reporting date, whether there is an indication that assets may be impaired. No indicators for impairment were identified as of December 31, 2016 and 2017, or during the periods from January 1, 2016 to November 3, 2016, from November 4, 2016 to December 31, 2016 or in 2017. Accordingly, the Predecessor and Successor periods do not include any impairment charges.

Intangible assets related to trademarks have an indefinite useful life and therefore not amortized, but subject to annual impairment testing. For goodwill, the impairment test is based on management's assessment of future cash flows and related assumptions. Please refer to note 9 for details.

Note 9 Goodwill

PREDECESSOR

[Numbers in US$ thousands]	Goodwill
Beginning balance January 1, 2016	52,567
Carrying amount November 3, 2016	**52,567**
Consumer Business CGU	52,567

SUCCESSOR

[Numbers in US$ thousands]	Goodwill
Beginning balance July 26, 2016	—
Acquisitions (Note 8.3)	421,578
Acquisition cost December 31, 2016	**421,578**
Acquisition cost December 31, 2017	**421,578**
Carrying amount July 26, 2016	**—**
Carrying amount December 31, 2016	**421,578**
Carrying amount December 31, 2017	**421,578**

Carrying amount of goodwill allocated to the cash-generating units	Goodwill
Consumer Business CGU	421,578

Goodwill in the Predecessor period was allocated to the Consumer Business by Otello Corporation ASA ("Otello") and is a result of Otello's acquisition of a company that provided video-compression technology which the Consumer Business leveraged.

Goodwill resulting from the acquisition of Opera Software AS and subsidiaries on November 3, 2016 has been allocated to the Consumer Business. This goodwill has replaced the goodwill allocated to the Consumer Business in the Predecessor period.

Goodwill and intangible assets with indefinite lives were tested for impairment as at December 31, 2017. For carrying out annual impairment testing, a discounted cash flow model is used to determine the value in use for the cash-generating unit with goodwill and intangible assets with indefinite lives. The cash

Note 9 Goodwill (continued)

flows in the calculations are based on the low-end of the long-term budgets from 2017 to 2021, approved by the Group management. Beyond the explicit forecast period, the cash flows are extrapolated using constant nominal growth rates. As a result of the analysis, the value in use is estimated to exceed the net book value of the CGU.

Key assumptions

Key assumptions used in the calculation of value in use are the nominal cash flows in the forecast period, discount rate, and estimated long-term growth.

Discount rate

The discount rate represents the current market assessment of the risks specific to the CGU of the Consumer Business. The discount rate is based on the after-tax Weighted Average Cost of Capital (WACC) derived from the Capital Asset Pricing Model (CAPM) methodology, assuming cash flows in US Dollars. The WACC calculation is based on a risk-free rate of 2.6% based on the 30-year US Treasury Rate, and a market risk premium of 6%. The Group has used a beta for equity of 1.35, based on Damodaran equity risk premium study 2016 and an equity to total capital ratio of 1.00, which results in an after-tax WACC of 10.7%, representing a pre-tax WACC of 12.79%.

Growth rates

The recoverable amount of Consumer Business is determined based on a value in use calculation using cash flow projections from financial budgets approved by Group management covering a five-year period. The Group has applied the low end of these figures for the forecast through 2022 and introduced an additional buffer to capture product related uncertainties, resulting in an effective compound annual revenue growth rate of 21%. The terminal value assumes constant annual growth of cash flows of 2.5%, based on the Group’s long-term assumptions for inflation, which are not higher than the expected long-term growth in comparable markets in which the Group operates.

Sensitivity analysis

The Group has simulated a variety of sensitivities changing the compound annual growth rate for revenue, OPEX and CAPEX in percentage of revenues, as well as tax rates and the WACC applied.

An impairment charge would be recognized if the following occurred assuming all other variables remained constant.

1) The WACC rate increased by over 7.6 percentage points on an after-tax basis

2) The compound annual revenue growth rate decreased by over 8 percentage points over the next five years

Note 10 Leases

Operating leases

The Group has operating lease agreements for office rentals. The major office leases are for offices in Oslo, Norway, Wroclaw, Poland, Linköping and Gothenburg, Sweden, and Beijing, China.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 10 Leases (continued)

The Group has subleased 50% of the Oslo office to Otello Corporation ASA in the period October 1, 2016 until lease expiration on November 30, 2019. The remaining Oslo office lease obligation was approximately US$1.6 million as of December 31, 2017 of which 50%, or US$0.8 million, will be covered by Otello Corporation ASA under the sublease agreement that was signed February 27, 2017. The remaining Wroclaw office lease obligation is approximately US$6.5 million as of December 31, 2017.

	Predecessor	Successor	
[Numbers in US$ thousands]	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Leasing costs expensed	2016	2016	2017
Leasing costs expensed	2,619	494	3,085

Non-terminable operating leases due in:	As of November 3, 2016	As of December 31, 2016	As of December 31, 2017
Less than one year	3,217	3,081	3,250
Between one to five years	8,409	7,756	6,702
More than five years	1,973	1,644	638
Total	**13,599**	**12,480**	**10,589**

Finance lease liabilities

The Group leases server equipment under several financial leases, some of which provide the option to buy the equipment at the end of the leasing period.

Minimum lease payments made under finance leases are allocated between interest expense and the reduction of the outstanding liability.

[Numbers in US$ thousands] Finance lease liabilities as of December 31, 2016	Present value of minimum lease payments	Interest	Future minimum lease payments
Less than one year	4,809	220	5,029
Between one and five years	1,724	61	1,785
More than five years	—	—	—
Total	**6,533**	**281**	**6,814**

Finance lease liabilities as of December 31, 2017	Present value of minimum lease payments	Interest	Future minimum lease payments
Less than one year	2,073	74	2,148
Between one and five years	265	13	278
More than five years	—	—	—
Total	**2,339**	**87**	**2,426**

No assets have been pledged as security, but there is a guarantee as described in Note 13.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 11 Other loans

The fair values of the Group's unsecured interest-bearing loans and borrowings are assessed to be in all material aspects similar to their carrying amounts.

[Numbers in US$ thousands] Interest bearing loans and borrowings	Interest rate	Maturity	As of December 31, 2016	As of December 31, 2017
Loan payable to Otello Corporation ASA	NIBOR 1M +0,9% margin	March 31, 2017	5,512[(1)]	—
Interest bearing loans	4,80%	April 1 – November 1, 2020	—	3,767
Total interest bearing loans and liabilities			**5,512**	**3,767**

(1) Presented as a current liability

A non-cash settlement of the loan payable was agreed with Otello Corporation ASA in 2017, reducing the payable amount by US$2.0 million, with a corresponding reduction to another receivable.

Total financial lease liabilities and other loans, non-current and current, are summarized below.

[Numbers in US$ thousands] Financial lease liabilities and other loans – non-current	As of December 31, 2016	As of December 31, 2017
Financial lease liabilities	1,724	265
Interest bearing loans	—	3,767
Total interest bearing loans and liabilities – non-current	**1,724**	**4,032**

[Numbers in US$ thousands] Financial lease liabilities and other loans – current	As of December 31, 2016	As of December 31, 2017
Financial lease liabilities	4,809	2,073
Interest bearing loans	5,512	—
Total interest bearing loans and liabilities – current	**10,321**	**2,073**

Note 12 Other commitments

As part of the agreement to acquire Opera Software AS, the Group assumed a liability of up to US$2 million related to a certain earn-out obligation of Otello Corporation ASA ("Otello"), originating from a business retained by Otello. The liability was variable and depended on the user base adoption of certain features in the Group's Opera browsers that were enabled by technology that Otello had retained.

At the time of the acquisition on November 3, 2016, and as of December 31, 2016, the fair value of the liability was estimated at US$1.6 million, which was included in other non-current liabilities as at December 31, 2016. As the realized operational benefits were lower than estimated in 2016, the fair value of the obligation as of December 31, 2017 was reduced to US$0.6 million, which was included in other current liabilities and which was the ultimate amount paid in February 2018 when the obligation was settled. The change in the estimated fair value of the liability resulted in a gain of US$1.0 million in 2017, classified as other financial income.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 13 Guarantees

A guarantee is made by the Group in favour of Dell Bank International d.a.c ("Dell") as security for any and all present and future financial lease liabilities of Group subsidiaries ("the Lessee") to Dell.

This guarantee is limited to a principal amount of approximately US$14.6 million, with the addition of any interests, costs and/or expenses accruing on the liabilities and/or as a result of the Lessee's non-fulfilment of the liabilities; is independent and separate from the obligations of the Lessee; and is valid for 10 years from January 17, 2017.

Note 14 Other liabilities

[Numbers in US$ thousands] Accruals and other liabilities	As of December 31, 2016	As of December 31, 2017
Accrued personnel expenses	6,228	6,195
Other liabilities	1,773	2,000
Total accruals and other liabilities	**8,001**	**8,195**

Note 15 Financial assets and liabilities

Fair value of financial instruments

Management assessed that the fair values of cash and short-term deposits, trade receivables, accounts payables and other current liabilities approximate their carrying amounts largely due to the short-term maturities of these instruments.

The fair value of the financial assets and liabilities is included at the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

The group has the following financial instruments:

Loans and receivables: Trade receivables, prepayments, other receivables and non-current financial assets.

Loans and borrowings: Includes most of the Group's financial liabilities including interest bearing loans, financial lease liabilities, trade payables, other payables and other current and non-current financial liabilities.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 15 Financial assets and liabilities (continued)

The table below shows the various financial assets and liabilities, grouped in the different categories of financial instruments according to IAS 39.

[Numbers in US$ thousands] As of December 31, 2016	Financial assets at fair value through net income (loss)	Loans and receivables	Financial liabilities at fair value through net income (loss)	Other financial liabilities	Total
Assets					
Non-current					
Other financial assets*	—	1,842	—	—	**1,842**
Current					
Trade receivables (Note 20)	—	28,207	—	—	**28,207**
Other receivables (Note 20)	—	14,550	—	—	**14,550**
Total financial assets	**—**	**44,599**	**—**	**—**	**44,599**

* Includes long term deposits for office rent

Liabilities					
Non-current					
Financial lease liabilities and other loans (Note 10, 11)	—	—	—	1,724	**1,724**
Other liabilities (Note 12)	—	—	—	1,683	**1,683**
Current					
Trade and other payables (Note 21)	—	—	—	29,911	**29,911**
Financial lease liabilities and other loans (Note 10, 11)	—	—	—	10,321	**10,321**
Other liabilities (Note 14)	—	—	—	8,001	**8,001**
Total financial liabilities	**—**	**—**	**—**	**51,640**	**51,640**

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 15 Financial assets and liabilities (continued)

[Numbers in US$ thousands] As of December 31, 2017	Financial assets at fair value through net income (loss)	Loans and receivables	Financial liabilities at fair value through net income (loss)	Other financial liabilities	Total
Assets					
Non-current					
Other financial assets*	—	1,857	—	—	**1,857**
Current					
Trade receivables (Note 20)	—	31,072	—	—	**31,072**
Other receivables (Note 20)	—	7,865	—	—	7,865
Total financial assets	**—**	**40,795**	**—**	**—**	**40,795**
Liabilities					
Non-current					
Financial lease liabilities and other loans (Note 10, 11)	—	—	—	4,032	**4,032**
Other liabilities	—	—	—	87	**87**
Current					
Trade and other payables (Note 21)	—	—	—	21,401	**21,401**
Financial lease liabilities and other loans (Note 10, 11)	—	—	—	2,073	**2,073**
Other liabilities (Note 14)	—	—	—	8,195	**8,195**
Total financial liabilities	**—**	**—**	**—**	**35,789**	**35,789**

* Includes long term deposits for office rent

The fair values of the Group's interest-bearing loans and borrowings are assessed to be in all material aspects similar to carrying amount.

[Numbers in US$ thousands] Liabilities disclosed at fair value	Carrying amount at December 31,	Date of valuation: December 31,	Carrying amount	Fair value	Level 1	Level 2	Level 3
Financial lease liabilities and other loans	2017	2017	6,106	6,106		X	
Contingent consideration (Note 12)	2017	2017	600	600			X
Financial lease liabilities and other loans	2016	2016	12,045	12,045		X	
Contingent consideration (Note 12)	2016	2016	1,600	1,600			X

The fair value of the contingent consideration was estimated at US$1.6 million as at December 31, 2016 based on the estimate of the fair value estimate determined in connection with the acquisition of the Consumer Business described in note 28. The fair value of the obligation as of December 31, 2017 was US$0.6 million which was the ultimate amount paid in February 2018 when the obligation was settled.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 16 Scheduled maturities of financial liabilities

[Numbers in US$ thousands] As of December 31, 2016	Less than 12 months	1 to 3 years	Over 3 years	Total
Non-current				
Financial lease liabilities and other loans (Note 10, 11) including interest	—	1,785	—	1,785
Other liabilities	—	1,600	83	1,683
Current				
Trade and other payables (Note 21)	29,911	—	—	29,911
Financial lease liabilities and other loans (Note 10, 11) including interest	10,564	—	—	10,564
Other liabilities (Note 14)	8,001	—	—	8,001
Total financial liabilities including interest	**48,476**	**3,385**	**83**	**51,944**

[Numbers in US$ thousands] As of December 31, 2017	Less than 12 months	1 to 3 years	Over 3 years	Total
Non-current				
Financial lease liabilities and other loans (Note 10, 11) including interest	—	4,230	—	4,230
Other liabilities	—	—	87	87
Current				
Trade and other payables (Note 21)	21,401	—	—	21,401
Financial lease liabilities and other loans (Note 10, 11) including interest	2,148	—	—	2,148
Other liabilities (Note 14)	8,195	—	—	8,195
Total financial liabilities including interest	**31,744**	**4,230**	**87**	**36,060**

Note 17 Financial risk management

Overview

The Group is exposed to a range of risks affecting its financial performance, including market risk (currency risk, interest rate risk), liquidity risk and credit risk. The Group seeks to minimize potential adverse effects of such risks through sound business practices, risk management, and if determined appropriate, use of derivative financial instruments. Currently the Group has not entered into any agreements in financial instruments for hedging purposes.

The risk assessment process is carried out by the board and members of senior management.

(a) Market risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises interest rate risk and foreign currency risk. Financial instruments affected by market risk include loans and borrowings, trade receivables, trade payables and accrued liabilities.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 17 Financial risk management (continued)

Interest rate risk

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Group's exposure to the risk of changes in market interest rates relates primarily to one of the 'Group's short-term loans with floating interest rate (NIBOR 1M + 0.9%). This loan was settled during the first quarter of 2017. The other long-term loans have fixed interest rates, which are thus not exposed to interest rate fluctuations. Currently, the Group does not have any interest hedging instruments.

Foreign currency risk

Foreign currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. Our exposure to the risk of changes in foreign exchange rates relates primarily to the U.S. Dollar (primary currency in which revenues are generated), relative to other currencies, mainly due to operational cost in various local currencies, including those in Norway, China, Poland and Sweden, and both revenue and cost in Euro. Additionally, there is some exposure related to larger amounts in the balance sheet in other currencies than USD. The Group may seek to reduce the currency risk by entering into foreign currency instruments. The Group does not have any currency hedging instruments as of December 31, 2017 and 2016, however management is closely monitoring exchange rates developments.

The following table demonstrates the sensitivity to a possible increase or decrease in the U.S. Dollar exchange rate holding all other variables constant on the period from July 26, 2016 to December 31, 2016, and for the year ended December 31, 2017, for the currencies with the most significant potential effects:

	July 26 − December 31, 2016		January 1 − December 31, 2017	
	Effect on profit before tax (US$ thousands)	Effect on equity (US$ thousands)	Effect on profit before tax (US$ thousands)	Effect on equity (US$ thousands)
USD/NOK -2% movement	(152)	(114)	(250)	(190)
USD/PLN -2% movement	(20)	(15)	(183)	(139)
USD/CNY -2% movement	(24)	(18)	(186)	(142)
USD/SEK -2% movement	(37)	(28)	(148)	(112)
USD/EUR -2% movement	(92)	(69)	230	175

(b) Liquidity risk

Liquidity risk is the risk that the Group will encounter difficulty in meeting obligations associated with financial liabilities that are settled by delivering cash or another financial asset.

The Group monitors its risk to a shortage of funds by monitoring its cash position and the maturity dates of existing leases, debt and other payables. See note 16 for an overview of maturity profile on the Group's financial liabilities.

The Group does not have any significant lines of credit as of December 31, 2017.

(c) Credit risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 17 Financial risk management (continued)

The Group is exposed to credit risk from its operating activities, primarily trade receivables, and from its financing activities, including deposits with banks and financial institutions, foreign exchange transactions and other financial instruments, such as loans to associates and joint ventures (details in note 29). The Group's revenue comes mainly from sales where settlement in cash generally takes place within 30-90 days of the invoice being issued. For some minor revenue streams, settlement could be agreed to extend 90 days. Details of outstanding accounts receivable is presented in note 20 and note 30.

Note 18 Capital management

The Group's capital management is focused on ensuring sufficient capital for its growth plans. In this phase of growth, the Group has no specific plans to pay dividends.

The Group is investigating potential financing alternatives, including an initial public offering of its equity securities.

Note 19 Cash and cash equivalents

[Numbers in US$ thousands] Cash and cash equivalents	As of December 31, 2016	As of December 31, 2017
Restricted cash	1,788	238
Cash and cash equivalents	32,393	32,969
Total cash and cash equivalents	**34,181**	**33,207**

Restricted cash

The restricted cash is related to employee payroll tax withholdings for Norwegian employees, which are held in restricted deposit accounts under applicable regulations. The Group considers these balances to be cash equivalents because the related liabilities are settled from these accounts on a continuous basis.

Note 20 Trade receivables, prepayments and other receivables

[Numbers in US$ thousands] Trade receivables, prepayments and other receivables	As of December 31, 2016	As of December 31, 2017
Trade receivables		
Trade receivables	13,779	14,072
Unbilled receivables	14,428	17,001
Total trade receivables	**28,207**	**31,072**
Other receivables		
VAT	387	367
Employee benefits	—	30
Receivable from Otello Corporation ASA[(1)]	2,945	2,945
Escrow account pledged as loan security for joint venture[(2)]	8,178	2,508
Other	3,041	2,016
Total other receivables	**14,550**	**7,865**

(1) Relates to the final working capital adjustment from Otello Corporation ASA, which was the former parent of Opera Software AS.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 20 Trade receivables, prepayments and other receivables (continued)

(2) Opera Software AS has deposited cash on an escrow account to secure a loan given to nHorizon Innovation Software Ltd by a bank.

	As of December 31, 2016	As of December 31, 2017
Prepayments		
Prepaid expenses	2,030	2,167
Total prepayments	**2,030**	**2,167**

[Numbers in US$ thousands] Provision for impairment of trade receivables	As of December 31, 2016[3]	As of December 31, 2017
At period start	—	—
Charge in the period	—	**1,837**
At period end	—	**1,837**

(3) In 2016, there was no provision for impairment of trade receivables as collection risk was already reflected in the fair value assessment of the receivables acquired with Opera Software AS.

As at period end, the aging of trade receivables was as follows:

[Numbers in US$ thousands] Aging analysis of trade receivables	Total	Neither past due nor impaired	Past due <30 days	Past due 31 – 60 days	Past due 61 – 90 days	Past due >90 days
As of December 31, 2016	13,779	5,355	1,181	827	1,305	5,113
As of December 31, 2017	14,072	4,172	1,596	1,390	518	6,395

For details regarding the Group's procedures on managing credit risk, please refer to note 17.

Note 21 Trade and other payables

[Numbers in US$ thousands] Trade and other payables	As of December 31, 2016	As of December 31, 2017
Trade payables	24,386	16,521
Sales tax payables	107	20
Employee withholding tax	1,977	370
VAT	413	792
Payroll tax[1]	3,028	3,699
Total trade and other payables	**29,911**	**21,401**

(1) Includes accruals for social security costs related to share-based remuneration.

For trade and other payables aging analysis, please refer to note 16.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 22 Financial income and expenses

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Financial income	2016	2016	2017
Interest income	—	37	54
Other financial income*	—	—	1,000
Total financial income	**—**	**37**	**1,054**

* Relates to a change in the estimated fair value of the liability to Otello Corporation ASA as specified in Note 12.

[Numbers in US$ thousands]	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Financial expenses	2016	2016	2017
Interest on debt and liabilities	1,378	24	238
Total financial expenses	**1,378**	**24**	**238**

[Numbers in US$ thousands]	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Foreign exchange gains (losses)	2016	2016	2017
Unrealized foreign exchange gains (losses)	(1,777)	(352)	(1,172)
Realized foreign exchange gains (losses)	565	564	(709)
Net foreign exchange gains (losses)	**(1,212)**	**212**	**(1,881)**

Note 23 Changes in liabilities arising from financing activities

[Numbers in US$ thousands]	As of January 1, 2017	Cash flows	Foreign exchange movement	New liabilities	Changes in fair values	Other*	As of December 31, 2017
Interest bearing loans and liabilities, non-current	—	(889)	456	4,199	—	—	3,767
Financial lease liabilities, non-current	1,724	—	—	688	—	(2,147)	265
Interest bearing loans and liabilities, current	5,512	(3,483)	—	—	—	(2,029)	—
Financial lease liabilities, current	4,809	(5,659)	521	—	—	2,402	2,073
Total liabilities from financing activities	**12,045**	**(10,031)**	**978**	**4,887**	**—**	**(1,774)**	**6,106**

* The ‘Other’ column includes the effect of reclassification of non-current portion of financial lease liabilities (US$2,147) to current due to the passage of time in addition to other non-cash costs and other non-cash interest related to financial leases (US$255).

Furthermore, this column includes current interest bearing loans and liabilities (US$2,029), which is net settled against receivables from Otello Corporation ASA.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 24 Income tax (expense) benefit

A summary of income tax (expense) benefit is as follows:

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Income tax (expense) benefit	2016	2016	2017
Current income taxes	(2,077)	(223)	(5,449)
Deferred taxes	2,820	2,319	4,009
Income tax (expense) benefit	**743**	**2,096**	**(1,440)**

The Group's parent company is domiciled in the Cayman Islands, where the applicable tax rate is zero. As most of the activities of the group is consolidated in Norway, the reconciliation of the expected to actual income tax expense (benefit) effective tax rate is based on the applicable tax rate in Norway, which was 25% in 2016 and 24% in 2017 (23% in 2018).

[Numbers in US$ thousands]	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Reconciliation of tax expense to Norwegian nominal statutory tax rate	2016	2016	2017
Profit before income tax (from continuing operations)	(8,849)	(9,800)	7,504
Tax expense at applicable tax rate	2,212	2,450	(1,801)
Effect of different tax rates applied by subsidiaries	(99)	(2,339)	1,120
Permanent differences			
Tax effect of translation difference not taxable	—	1,599	(1,287)
Tax effect of financial items not taxable	—	144	1,614
Tax effects on losses in joint ventures which are not tax deductible	(636)	(84)	(401)
Net other permanent differences deductible / (not deductible)	(685)	(344)	2,289
Other effects			
Change to previously recognized deferred tax assets	(48)	(70)	(1,812)
Currency effect on tax expense	—	—	—
Change in unrecognized deferred tax assets	—	(7)	(1,554)
Change in tax rate	—	746	392
Income tax (expense) benefit for the year	**743**	**2,096**	**(1,440)**
Effective tax rate	8%	21%	19%

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 24 Income tax (expense) benefit (continued)

The following summarizes the Group's deferred tax assets and liabilities:

	Predecessor		Successor		
[Numbers in US$ thousands]	As of January 1,	As of November 3,	As of November 4,	As of December 31,	As of December 31,
Deferred tax asset and deferred tax liability	2016	2016	2016	2016	2017
Furniture, fixtures and equipment, and intangible assets	(2,429)	(534)	29,664	27,852	24,496
Other	(158)	(667)	(667)	(317)	(1,003)
Trade receivables	(1,540)	(1,120)	(1,120)	(1,120)	(134)
Intercompany interest costs subject to limitations	(876)	(857)	(857)	(857)	(3,841)
Withholding tax expected to be credited (credit method)	(302)	(2,132)	(2,132)	(2,132)	0
Tax losses carried forward	(4,875)	(7,692)	(7,692)	(8,548)	(8,648)
Net deferred tax liability (asset) recognized	**(10,180)**	**(13,001)**	**17,197**	**14,879**	**10,870**

The following summarizes the Group's changes in deferred taxes during the periods:

	Predecessor	Successor	
	Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
[Numbers in US$ thousands]	2016	2016	2017
Net deferred tax liability (asset)	(10,180)	17,197	14,879
Expense (benefit) in statement of operations	(2,820)	(2,319)	(4,009)
Net deferred tax liability (asset)	**(13,001)**	**14,879**	**10,870**

	As of December 31,	As of December 31,
	2016	2017
Deferred tax asset	724	958
Deferred tax liability	15,603	11,828
Net deferred tax liability	**14,879**	**10,870**

Deferred tax liability related to furniture, fixtures and equipment

The deferred tax liability relates mainly to excess values identified in the purchase price allocation as described in note 28.

Deferred tax assets tax losses carried forward

The tax losses carried forward relates to tax losses in Norway generated in 2016. There is no time restriction on utilization of the losses.

Management has assessed that there is convincing evidence that future profits will be available for utilizing the tax losses from the predecessor and successor periods. The primary basis for this conclusion is the positive taxable earnings generated in 2017 and the budget for 2018, as well as the forecasted future profits for the period 2019 – 2021.

Note 24 Income tax (expense) benefit (continued)

Deferred tax assets on interest charges carried forward

Deferred tax assets relate to limitations interest deductions on intercompany loans in Norway, carried forward due to restrictions. The interest subject to limitations must be utilized within ten years. Management has assessed that there is convincing evidence that future profits will be available in order to utilize the interest charges within the time restriction period.

Deferred tax assets not recognized

Unrecognized deferred tax assets relate to tax credits for withholding tax paid where future utilization is uncertain. Total unrecognized deferred tax assets at December 31, 2016 and 2017 were US$0.1 million and US$3.4 million respectively. During 2017, the recognized deferred tax assets relating to withholding tax paid were partially utilized and the remaining balance was reduced reflecting uncertainty over their recovery within the five year restriction period applicable to such tax credits. This was primarily a result of the recognition of additional deferred tax assets in relation to the limitation on intercompany interest costs which have a ten year restriction and are expected to be utilized before it is possible to use the tax credits to reduce taxes payable.

Note 25 Share-based payments

On April 7, 2017 the Group adopted an RSU (Restricted Share Unit) plan for its employees. The key features of the program include:

- Awards equal to 10% of the equity of the Group are made available for grants.
- At the time of establishing the program, 1 RSU equals 1/500 million of the total equity of the Group, with provisions to adjust as needed once the future share count is determined.
- Awards are granted by Kunhoo Software Limited (Hong Kong), an intermediate holding company within the Group. The terms and conditions of the program, to which all awards are subject, stipulate that in the event of an IPO by a new parent company or subsidiary, the plan will be transferred to the issuer entity, and all RSU awards will be replaced by awards issued by such entity. The terms and conditions of the program further specifies that the number of RSUs included in each award will be adjusted based on the ratio between the number of outstanding shares in the ultimate issuer entity, and the 500 million shares assumed at the time of establishing the program.
- The default vesting schedule for the majority of 2017 grants were 20%, 20%, 30%, 30% on January 1 in each of the years 2018-2021.
- All vested RSUs will be automatically exercised at the earliest occurring liquidity event: At the time of an IPO, change of control or on a longstop date defined in each award agreement, initially set at November 3, 2021 (4.55 years from initial grants).
- The initial equity unit value of US$1.14 was determined based on the US$576.5 million equity funding of the Group less transaction costs associated with the acquisition of Opera Software AS. Given the limited time span between the acquisition of Opera Software AS and the equity awards, and as there were no material changes to the Group’s financial outlook in this period, the Group believes that its equity funding to facilitate this transaction represents a fair basis to determine initial value of the awards.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 25 Share-based payments (continued)

- If the value of the Group and past dividends do not exceed US$575 million, the exercise of the awards may be postponed for three years, and if the value still does not exceed this amount, the awards may terminate.
- The initial fair value of RSUs of US$0.90 was determined by Monte Carlo simulation, as specified below. The equity cost of each RSU is recognized linearly over the vesting period.
- The Group accrues for relevant social security costs based on the most recent available indication of the equity value, with the same recognition over the vesting period.
- Grants in the period were carried out on three dates (April 17, June 20 and July 21, 2017).

No Group company is required to settle restricted share units (RSUs) in cash in any scenario. Only the initial owners of the Group may be required to cash settle in the event the Group remains a non-public company. As a result, the RSU Plan is accounted for as an equity settled plan.

The expense recognized for the employee services received is shown in the following table:

	Successor	
[Numbers in US$ thousands] Expense from share-based payment transactions	Period from July 26 to December 31, 2016	Year ended December 31, 2017
Expense arising from equity-settled share-based payment transactions[(1)]	—	9,496
Expense arising from cash-settled share-based payment transactions	—	—
Total expense from share-based payment transactions	**—**	**9,496**

(1) Including US$2.49 million in accrued social security cost

Movements during the period: RSUs

	Successor	
	Period from July 26 to December 31, 2016	Year ended December 31, 2017
Outstanding at period start	—	—
Granted during the period	—	21,108,000
Forfeited during the period	—	(1,695,000)
Exercised during the period	—	—
Expired during the period	—	—
Outstanding at period end, none exercisable	**—**	**19,413,000**

The weighted average remaining vesting period for the RSU's outstanding as of December 31, 2017 was 1.61 years. The number of RSU units included in the table above represents the number of RSUs awarded on the grant dates, based on the assumption of 500 million total outstanding shares and therefore does not take into account any adjustment related to the number of awarded shares that result from any transfer of the plan to another Group entity.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 25 Share-based payments (continued)

2017 RSU grants: Fair market value assessment

	RSU valuation approach
Current equity unit price valuation (US$)	1.14
Model used	Monte Carlo
Expected volatility (%)[1][2]	37.44%
Risk-free interest rate (%)[1]	1.61%
Dividend yield (%)	—
Duration of initial simulation period (years to longstop date)	4.55
Duration of second simulation period with postponed exercise (years)	3.00
Fair value at the measurement date (US$)	0.90

(1) Specified value is 4 years (modelled on yearly basis)

(2) Based on a defined peer group of companies considered comparable to the Group.

The per share information in the table above disclosure is based on the assumption of 500 million total outstanding shares.

Note 26 Participants and dividends

The following reflects the ownership of Kunhoo Software LLC:

Participant interest %	As of December 31, 2016	As of December 31, 2017
Kunlun Tech Limited (Kunlun Tech)	33.33%	33.33%
Keeneyes Future Holding Inc. (Keeneyes)	21.67%	21.67%
Future Holding L.P.	12.50%	12.50%
Qifei International Development Co, Ltd	27.50%	27.50%
Golden Brick Capital Private Equity Fund I L.P.	5.00%	5.00%
Total	100.00%	100.00%

Member interest held by the Board of Managers and Executive Management	Title
Yahui Zhou (100% of Keeneyes and 33.56% of indirect interest in Kunlun Tech)	Manager
Han Fang (0.012% of indirect interest in Kunlun Tech)	Manager
Hongyi Zhou (23.4% of indirect interest in Qifei International Development Co, Ltd)	Manager

Distributions

No distributions have been made to the members in the period from inception to December 31, 2016 or during 2017.

Note 27 Group entities

The following subsidiaries are included in the Group's consolidated financial statements.

Parent company	Registered office	Domicile
Kunhoo Software LLC	George Town	Cayman Islands

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 27 Group entities (continued)

Group entities:	Registered office	Domicile	Ownership share	Group's voting ownership share
Kunhoo Software Limited	Hong Kong	Hong Kong	100%	100%
Kunhoo Software S.a.r.L	Luxembourg	Luxembourg	100%	100%
Kunhoo Software AS	Oslo	Norway	100%	100%
Opera Software AS	Oslo	Norway	100%	100%
Opera Software Holdings LLC	San Mateo	US	100%	100%
Opera Software Americas LLC	San Mateo	US	100%	100%
Opera Software Ireland Limited	Dublin	Ireland	100%	100%
Hern Labs AB	Linköping	Sweden	100%	100%
Opera Software International AS	Oslo	Norway	100%	100%
Opera Software Netherlands BV	Amsterdam	Netherlands	100%	100%
Opera Software India Private Limited	Chandigarh	India	100%	100%
Opera Software Poland sp. Z.o.o	Wroclaw	Poland	100%	100%
Opera Software Technology (Beijing) Co., Ltd	Beijing	China	100%	100%
Opera Software Iceland, edf.	Reykjavik	Iceland	100%	100%
Opesa South Africa (Pty) Limited*	Cape Town	South Africa	100%	100%
O-Play Digital Services Ltd.*	Lagos	Nigeria	100%	100%
O-Play Kenya Limited.*	Nairobi	Kenya	80%	80%
Phoneserve Technologies Co. Ltd.*	Nairobi	Kenya	80%	80%

* Entities were incorporated in 2017, hence these entities are not included in the consolidated financial statements for 2016.

Note 28 Business combinations

Acquisition of Opera Software AS

On November 3, 2016, the Group acquired 100% of the shares and voting interests in Opera Software AS (with subsidiaries, the "Acquired Companies"). The purchase allowed the Group to become a major global consumer internet player, with a strong and well-established brand (Opera), a large user base, strong products and engineering capabilities, as well as long-lasting partnerships that support monetization. Executing on a strategy of improving the user experience of content consumption through AI-based recommendations, the Group aims to become a leading global platform for content consumption - both within the existing browser products and through stand-alone applications. The Group also carried out a restructuring of the Acquired Companies' organization to simplify operations and increase agility, as well as achieving a more lean cost structure.

In the period from November 4, 2016 to December 31, 2016, the Acquired Companies, which were the only entities with operations, contributed revenues of US$18.8 million. Including transaction costs of US$6.1 million, the net loss for the Group was US$7.7 million in 2016 for the period from November 4 to December 31, 2016. If the acquisition had occurred on January 1, 2016, the Group estimates that consolidated pro forma 2016 revenues would have been US$107.3 million and consolidated pro forma net loss for 2016 would have been US$12.7 million.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 28 Business combinations (continued)

Consideration transferred

The net transaction price was US$557.7 million including working capital adjustments. At closing, US$575 million was paid to Otello Corporation ASA. The gross cash consideration was paid directly by the owners of the Group to the seller via a paying and collecting agent and the rights and liabilities associated with the ownership was then transferred directly to a Norwegian based subsidiary of the Group, so the associated cash flows are not included in the statement of cash flows for the period from inception to December 31, 2016. By December 31, 2016, a reduction in the purchase price of US$14.4 million for working capital adjustments was refunded to the Group. A final reduction of US$2.9 million for working capital adjustments was paid to the Group in January 2018.

Acquisition-related costs

Acquisition-related costs were US$6.1 million, including legal fees and due diligence. These costs have been included in “Other operating expenses” in the Successor period of 2016 (but have been excluded from the 2016 consolidated pro-forma figures described above).

Identifiable assets acquired and liabilities assumed
[Numbers in US$ thousands]

Net identifiable assets	
Assets	
Cash and cash equivalents	17,173
Trade receivable	25,412
Other receivables	6,598
Furniture, fixtures and equipment	13,335
Intangible assets	125,285
Deferred tax assets	13,001
Other non-current assets	2,238
Liabilities	
Trade payable	(11,005)
Deferred revenue	(4,007)
Taxes payable	(613)
Other current liabilities	(16,073)
Other non-current liabilities	(5,042)
Deferred tax liabilities	(30,198)
Total net identifiable assets	136,104
Cash consideration paid by owners of Kunhoo LLC for Opera Software AS	575,000
Less net working capital adjustment later assigned to Kunhoo Software AS	(17,319)
Less total net identifiable assets	(136,104)
Goodwill arising on acquisition	**421,578**

Measurement of fair values for identifiable assets and non-identifiable assets assumed

Intangible assets were valued according to the relief-from-royalty method and multi-period excess earnings method: The relief from royalty method considers the discounted estimated royalty payments that

Note 28 Business combinations (continued)

are expected to be avoided as a result of the patents or trademarks being owned. The multi-period excess earnings method considers the present value of net cash flows expected to be generated by the customer relationships, by excluding any cash flows from related contributory assets.

Trade receivable comprise gross contractual amounts due of US$29.4 million of which US$4.0 million was expected to be uncollectible at the date of the acquisition.

Deferred revenue relates to payments in advance for engineering and hosting services that remain required to be performed at the acquisition date. Deferred revenue is based on the fair value of remaining services to be performed.

The goodwill allocated represents the growth outlook of the business, including the growth of the content platform activities and improved monetization.

Note 29 Investment in associates, joint ventures and other shares

nHorizon (PRC)

The nHorizon joint venture consists of nHorizon Innovation (Beijing) Software Limited and nHorizon Infinite (Beijing) Software Limited (collectively, “nHorizon”). The joint venture was co-founded by Otello Corporation ASA and Telling Telecom in August 2011. The Group acquired the investment in nHorizon as a result of the acquisition of Opera Software AS. The Group accounts for the joint venture using the equity method.

Powerbets Holdings Limited (HK)

Kunhoo Software Limited and a group related to Supabets HL Limited entered into an agreement to start a joint venture, establishing Powerbets Holdings Limited (“Powerbets”) where Kunhoo Software Limited would take a 50.1% ownership share. The joint venture was initiated on August 1, 2017. The Group accounts for the joint venture using the equity method as of August 1, 2017 as it is a jointly controlled entity.

Opay Digital Services Limited (HK)

Opay Digital Services Limited (HK) (“Opay”) was incorporated on November 1, 2017, and as of December 31, 2017 Kunhoo Software Limited has a 19.9% ownership share. Opay is an associate as the Group has significant current influence, and has accounted for it using the equity method in 2017.

For information concerning related party transactions, see note 30.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 29 Investment in associates, joint ventures and other shares (continued)

Following is 2016 Summary information regarding nHorizon:

[Numbers in US$ thousands]	Predecessor	Successor
Information regarding nHorizon	Period from January 1 to November 3 2016	Period from November 4 to December 31 2016
Revenue	21,590	9,187
Operating profit (loss)	(8,713)	(736)
Net income (loss)	(9,159)	(815)
Group's share of net income (loss) (29.09%)	**(2,664)**	**(237)**
Total assets	12,954	22,487
Short-term liabilities	27,627	18,854
Equity	(14,673)	3,634

Following is 2017 summary information regarding nHorizon, Powerbets, and Opay:

	nHorizon	Powerbets	Opay
[Numbers in US$ thousands]	Year ended December 31,	Period from August 1 to December 31,	Period from November 1 to December 31,
Group's share of ownership and voting rights	**29.09%**	**50.10%**	**19.90%**
Revenue	42,298	7,562	—
Operating profit (loss)	(2,219)	(505)	(2,831)
Net income (loss)	(2,710)	(529)	(2,831)
Group's share of net income (loss) before amortization adjustments	**(788)**	**(265)**	**(563)**
Adjustments related to amortization of intangible assets	**—**	**(54)**	**—**
Group's share of net income (loss)	**(788)**	**(318)**	**(563)**
Total assets	19,302	2,672	5,655
Short-term liabilities	15,720	5,649	8,431
Equity	3,583	(2,977)	(2,776)

Investment in associates and joint ventures

As of December 31, 2016 and 2017, the Group had restricted cash on deposit with the bank with a carrying amount of US$8.2 million and US$2.5 million respectively, as security for investee obligations in nHorizon related to bank financing. Historically, when recognizing its share of the losses of nHorizon, the Group has considered a portion of this security as part of its long-term investment, and recorded the amount expected to be returned from the escrow account within other receivables.

At December 31, 2017, Opay was controlled by an investor who is also the CEO and largest owner of the Group. The Group has provided loans to Opay of US$5.6 million which are considered part of its investment, and expects the majority to be converted to equity in 2018 following Opay's capital raising efforts with external investors.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 29 Investment in associates, joint ventures and other shares (continued)

The changes in investments for the period from July 26, 2016 to December 31, 2016 in nHorizon are as follows:

[Numbers in US$ thousands] Booked value	nHorizon
Investment as of date of business combination on November 3, 2016	—
Investment during the fiscal year	1,314
Foreign currency effects	(34)
Share of net income (loss)	(237)
Total	**1,043**

The changes in investments for the year ended December 31, 2017 are as follows:

[Numbers in US$ thousands] Booked value	nHorizon	Powerbets	Opay
Investment January 1, 2017	1,043	—	—
Investment during the fiscal year	770	200	4,969
Loan made to Powerbets included as part of investment	—	110	—
Foreign currency adjustment	86	8	1
Share of net income (loss) from associated companies	(788)	(318)	(563)
Total	1,110	—	4,406
Groups share in %	29.09%	50.10%	19.90%
Groups share in total equity of associates and joint ventures	1,042	(1,492)	(552)
Intangible assets	—	1,492	—
Other adjustments, primarily loans considered part of investment	68	—	4,959
Booked value	1,110	—	4,406

Note 30 Related parties

The Group’s Chief Executive Officer who is a member of the Board of Managers has control or significant influence over Beijing Kunlun Tech, Starmaker Interactive, Kunlun AI and 360 Mobile Security, either directly or through other investments. He further controls Opay through Balder Investment Inc, where certain other officers in the Group also have financial interests but no voting rights.

The Group has significant influence over Powerbets, Opay and nHorizon through ownership in the entities. The Group also provides key management personnel to Opay. Additional information about transactions with associates is included in note 29.

On May 9, 2017, the Group provided a loan to Starmaker of US$500,000. The loan is unsecured, had 5% interest (amended), and was repaid in full in March 2018.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 30 Related parties (continued)

The Group provides and receives professional services to a number of related parties. Services received from Beijing Kunlun Tech consist of shared office facilities in Beijing, China. Services provided to Opay consist of development and management services, and is invoiced based on time used and with a markup dependent of the type of service. Services received from 360 Mobile Security is related to distribution and promotion of the Group's advertising services worldwide. The cost is based on actual user activity/interaction.

Outstanding balances at December 31, 2016 and 2017 are unsecured and interest free and settlement occurs in cash. There have been no guarantees provided or received for any related party receivable or payable.

[Numbers in US$ thousands]			As of December 31,	As of December 31,
Balances with related parties	**Category of related party**	**Type of balance**	**2016**	**2017**
Starmaker Interactive Inc.	Key management personnel and Manager	Loan receivable	—	516
Beijing Kunlun Tech Co., Ltd	Key management personnel and Manager	Trade payable	(232)	(123)
Kunlun AI Inc.	Key management personnel and Manager	Professional service liability	(100)	—
nHorizon Innovation (Beijing) Software Ltd	Associate	Revenue share liability	(150)	(150)
nHorizon Innovation (Beijing) Software Ltd	Associate	Professional service receivable	229	239
nHorizon Innovation (Beijing) Software Ltd	Associate	Professional service payable	—	(480)
Powerbets Holding Limited	Joint venture	Loans receivable	—	200
Opay Digital Services Limited (HK)	Associate / Key management personnel and Manager	Loans receivable	—	631
Opay Digital Services Limited (HK)	Associate / Key management personnel and Manager	Trade receivable	—	2,829
360 Mobile Security Limited	Key management personnel and Manager	Distribution liability	(5,350)	(3,279)

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

Note 30 Related parties (continued)

[Numbers in US$ thousands]			Predecessor	Successor	
			Period from January 1 to November 3,	Period from July 26 to December 31,	Year ended December 31,
Transactions with related parties	Category of related party	Type of transaction	2016	2016	2017
Starmaker Interactive Inc.	Key management personnel and Manager	Interest	—	—	16
Beijing Kunlun Tech Co., Ltd	Key management personnel and Manager	Office facilities	—	(233)	(1,425)
Kunlun AI Inc.	Key management personnel and Manager	Professional Services	(600)	(100)	—
nHorizon Innovation (Beijing) Software Ltd	Associate	Payouts to publishers and monetization partners	—	—	(72)
nHorizon Innovation (Beijing) Software Ltd	Associate	Technology Licensing / Other	2,238	315	387
nHorizon Innovation (Beijing) Software Ltd	Associate	Professional services	(1,107)	—	(513)
Opay Digital Services Limited (HK)	Associate / Key management personnel and Manager	Technology Licensing / Other	—	—	2,829
360 Mobile Security Limited	Key management personnel and Manager	Marketing and distribution	(4,457)	(5,193)	(8,416)

Following the acquisition of Opera Software AS, the Group and Otello entered into a time-restricted Transitional Service Agreement whereby individuals from each party provided support to one another in line with historical activity. These activities were tracked and invoiced based on actual cost, which have resulted in only minimal net payments.

Note 31 Events after the reporting period

The Group has evaluated subsequent events from the balance sheet date through the date on which the consolidated financial statements were available to be issued.

On January 12, 2018, the Group provided a loan of US$0.4 million to Opay in relation to its business expansion in Kenya.

On February 15, 2018, Beijing Kunlun Tech Co., Ltd. announced an agreement, subject to shareholder approval, of increasing its indirect interest in the Group (via its subsidiary Kunlun Tech Limited) from 33.33% to 48.00% by acquiring 12.5% interest from Future Holding L.P., and 2.17% interest from Keeneyes Future Holding Inc. The purchase price was based on an equity valuation of US$637,161,800, following an agreed annualized price adjustment mechanism related to the original purchase price.

An extraordinary shareholder meeting of Beijing Kunlun Tech Co., Ltd. was held on March 7, 2018, in which these transactions were approved. The transactions closed on the same date.

KUNHOO SOFTWARE LLC

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

As a result, the ownership of the Group changed as follows:

Participant interest %	As of December 31, 2017	Transactions	As of March 7, 2018
Kunlun Tech Limited	33.33%	14.67%	48.00%
Keeneyes Future Holding Inc.	21.67%	(2.17)%	19.50%
Future Holding L.P.	12.50%	(12.50)%	0.00%
Qifei International Development Co, Ltd	27.50%	—	27.50%
Golden Brick Capital Private Equity Fund I L.P.	5.00%	—	5.00%
Total	100.00%	0.00%	100.00%

In 2018, prior to the issuance of these financial statements, the Group granted 2,490,000 RSUs under its 2017 RSU plan to employees.

In connection with the Group's preparations to list on a US stock exchange, the Group will change its top entity in the Cayman Islands from a Limited Liability Company (which does not have shares) to a Limited company (which does have shares). On March 19, 2018, Opera Limited was incorporated in the Cayman Islands, intended to become our listing entity by way of an exchange of equity interests in which the existing members of Kunhoo Software LLC exchange their interests in Kunhoo Software LLC for shares having substantially the same rights in Opera Limited. Opera Limited was incorporated by its sole current shareholder, Keeneyes Future Holding Inc, and currently has no assets or liabilities.

KUNHOO SOFTWARE LLC

UNAUDITED CONDENSED INTERIM CONSOLIDATED STATEMENTS OF OPERATIONS

[Numbers in US$ thousands]	Notes	Three Months Ended March 31, 2017 (Unaudited)	Three Months Ended March 31, 2018 (Unaudited)
Operating revenue and other income			
Operating revenue	3	25,475	39,446
Other income		—	—
Operating expenses			
Payouts to publishers and monetization partners		(104)	(678)
Personnel expenses including share-based remuneration	4	(8,726)	(11,110)
Depreciation and amortization		(3,802)	(3,388)
Other operating expenses	5	(10,311)	(14,493)
Restructuring costs		(1,741)	—
Total operating expenses		**(24,683)**	**(29,669)**
Operating profit		**792**	**9,776**
Income (loss) from associates and joint ventures			
Share of net income (loss) of associates and joint ventures	9	(356)	(1,009)
Net financial income (expenses)			
Financial income		13	95
Financial expense		(62)	(34)
Net foreign exchange gains (losses)		(315)	81
Total net financial income (loss)		**(364)**	**142**
Net income (loss) before income taxes		**73**	**8,909**
Income tax (expense) benefit	10	(241)	(2,289)
Net income (loss)		**(168)**	**6,619**
Profit (loss) attributable to:			
Equity holders of the parent		(168)	6,619
Non-controlling interests		—	—
Total attributed		**(168)**	**6,619**

The accompanying notes are an integral part of these financial statements

KUNHOO SOFTWARE LLC

UNAUDITED CONDENSED INTERIM CONSOLIDATED STATEMENTS OF TOTAL COMPREHENSIVE INCOME

[Numbers in US$ thousands]	Notes	Three Months Ended March 31, 2017 (Unaudited)	Three Months Ended March 31, 2018 (Unaudited)
Net income (loss)		**(168)**	**6,619**
Other comprehensive income			
Exchange differences on translation of foreign operations		607	404
Other comprehensive income – items that may be reclassified to net income		607	404
Total comprehensive income		**438**	**7,024**
Total comprehensive income attributable to:			
Equity holders of the parent		438	7,024
Non-controlling interests			
Total attributed		**438**	**7,024**

The accompanying notes are an integral part of these financial statements

KUNHOO SOFTWARE LLC

UNAUDITED CONDENSED INTERIM CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

[Numbers in US$ thousands]	Notes	As of December 31, 2017 (Unaudited)	As of March 31, 2018 (Unaudited)
ASSETS			
Non-current assets			
Furniture, fixtures and equipment		13,460	12,886
Intangible assets		118,620	118,028
Goodwill		421,578	421,578
Investments in associates and joint ventures	9	5,517	4,783
Other financial assets		1,857	2,909
Deferred tax assets		958	1,148
Total non-current assets		**561,989**	**561,332**
Current assets			
Trade receivables		31,072	36,225
Other receivables		7,865	2,607
Prepayments		2,167	2,529
Cash and cash equivalents		33,207	39,300
Total current assets		**74,311**	**80,660**
TOTAL ASSETS		**636,300**	**641,991**
EQUITY AND LIABILITIES			
Equity			
Contributed equity		576,531	576,531
Retained earnings		5,365	12,726
Other components of equity		1,605	2,009
Equity attributed to members		**583,503**	**591,266**
Non-controlling interests			
Total equity		**583,503**	**591,266**
Non-current liabilities			
Financial lease liabilities and other loans		4,032	2,138
Deferred tax liabilities		11,828	13,229
Other liabilities		87	160
Total non-current liabilities		**15,947**	**15,527**
Current liabilities			
Trade and other payables		21,401	21,786
Deferred revenue		1,472	2,118
Financial lease liabilities and other loans		2,073	3,105
Income tax payable		3,709	3,337
Other liabilities		8,195	4,853
Total current liabilities		**36,850**	**35,199**
Total liabilities		**52,797**	**50,725**
TOTAL EQUITY AND LIABILITIES		**636,300**	**641,991**

The accompanying notes are an integral part of these financial statements

KUNHOO SOFTWARE LLC

UNAUDITED CONDENSED INTERIM CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY

2017

[Numbers in US$ thousands] – Unaudited	Contributed equity	Retained earnings (Accumulated Deficit)	Other components of equity	Total equity
Balance as of January 1, 2017	**576,531**	**(7,704)**	**(630)**	**568,197**
Net income (loss) for the period	—	(168)	—	(168)
Other comprehensive income	—	—	607	607
Total comprehensive income for the period	**—**	**(168)**	**607**	**438**
Share-based payment transactions	—	—	—	—
Balance as of March 31, 2017	**576,531**	**(7,873)**	**(23)**	**568,635**

2018

[Numbers in US$ thousands] – Unaudited	Contributed equity	Retained earnings	Other components of equity	Total equity
Balance as of December 31, 2017 – as previously reported	**576,531**	**5,366**	**1,605**	**583,503**
Change in accounting principles – Note 2	—	(629)	—	**(629)**
Balance as of January 1, 2018	**576,531**	**4,737**	**1,605**	**582,874**
Net income for the period	—	6,619	—	6,619
Other comprehensive income	—	—	404	404
Total comprehensive income for the period	**—**	**6,619**	**404**	**7,023**
Share-based payment transactions	—	1,369	—	1,369
Balance as of March 31, 2018	**576,531**	**12,726**	**2,009**	**591,266**

The accompanying notes are an integral part of these financial statements

KUNHOO SOFTWARE LLC

UNAUDITED CONDENSED INTERIM CONSOLIDATED STATEMENTS OF CASH FLOWS

[Numbers in US$ thousands]	Notes	Three Months Ended March 31, 2017 (Unaudited)	Three Months Ended March 31, 2018 (Unaudited)
Cash flow from operating activities			
Net income before income taxes		73	8,909
Income taxes paid		(814)	(853)
Depreciation and amortization		3,802	3,388
Share of losses (gains) of associates and joint ventures	9	356	1,009
Share-based remuneration		—	1,369
Change in trade and other receivables		(256)	(5,901)
Change in trade and other payables		(13,386)	385
Change in deferred revenue		(141)	(66)
Change in prepayments		(1,045)	(362)
Change in other liabilities		1,288	(2,742)
Other		(1,143)	(999)
Net cash flow (used in) from operating activities		**(11,268)**	**4,137**
Cash flow from investment activities			
Purchases of equipment		(1,092)	(1,340)
Release of escrow account		6,555	2,508
Cash settlement business combination		—	2,945
Short-term loans to associates and joint ventures		—	(421)
Repayments short-term loans to associates and joint ventures		—	500
Investments in, and loans to associates and joint ventures		—	(694)
Capitalized development costs		(790)	(1,046)
Net cash flow (used in) from investment activities		**4,673**	**2,451**
Cash flow from financing activities			
Repayments of loans and borrowings		(3,545)	(397)
Payment of finance lease liabilities		(1,081)	(652)
Net cash flow (used in) from financing activities		**(4,626)**	**(1,050)**
Net change in cash and cash equivalents		**(11,221)**	**5,538**
Cash and cash equivalents (beginning balance)		34,181	33,207
Effects of exchange rate changes on cash and cash equivalents		167	555
Cash and cash equivalents (end balance)		**23,126**	**39,300**

The accompanying notes are an integral part of these financial statements

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 1 — General Information

The condensed interim consolidated financial statements of Kunhoo Software LLC ("the Company") and its subsidiaries (collectively, "the Group" or "Kunhoo"), for the period ended March 31, 2018 were approved by Board of directors on June 29, 2018 and on July 13, 2018.

Kunhoo Software LLC, with its office in George Town, Cayman Islands, is a limited liability company duly incorporated and validly existing under the laws of the Cayman Islands.

The Group is one of the world's leading browser providers and an influential player in the field of integrated AI-driven digital content discovery and recommendation platforms.

Note 2 — Basis of preparation and changes to the Group's accounting policies

Basis of preparation

The condensed interim consolidated financial statements for the period ended March 31, 2018 have been prepared in accordance with International Accounting Standard 34 *Interim Financial Reporting* as issued by the International Accounting Standards Board (IASB).

The condensed interim consolidated financial statements do not include all the information and disclosures required in the annual financial statements, and should be read in conjunction with the Group's annual consolidated financial statements.

The financial information presented in US Dollars has been rounded to the nearest thousand (US$ thousands), therefore the subtotals and totals in some tables may not equal the sum of the amounts shown.

The following changes in accounting principles have been implemented and/or changed with effect from January 1, 2018:

- The Group has implemented IFRS 9 *Financial Instruments*
- The Group has implemented IFRS 15 *Revenue from Contracts with Customers*

In preparing these condensed interim consolidated financial statements, the significant estimates and judgements made by Management where the same as those applied in the Group's annual consolidated financial statements for 2017.

The condensed interim consolidated financial statements have not been subject to audit.

New standards, interpretations and amendments adopted by the Group

The accounting policies adopted in the preparation of the condensed interim consolidated financial statements are consistent with those followed in the preparation of the Group's annual consolidated financial statements as of for the year ended December 31, 2017, except for the adoption of new standards effective as of January 1, 2018. The Group has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

The Group applied, for the first time, IFRS 15 *Revenue from Contracts with Customers* and IFRS 9 *Financial Instruments*. Several other amendments and interpretations apply for the first time in 2018, but do not have an impact on the condensed interim consolidated financial statements of the Group.

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 2 — Basis of preparation and changes to the Group's accounting policies (continued)

IFRS 15

The Group applied IFRS 15 *Revenue from Contracts with Customers*, as issued in May 2014, starting from January 1, 2018. In accordance with the transition provisions in the standard, the new principles have been adopted using the modified retrospective method and the cumulative effect of the initial application of the standard has been recognized as an adjustment to the opening balance of retained earnings on the effective date. The Group chose to apply the standard only to contracts that were not completed at this date.

The Group's accounting principles for revenue recognition have been adjusted to IFRS 15 principles and guidance. The adjusted principles did not lead to any significant changes in the amount and pattern of revenue recognition. The effect on equity January 1, 2018 is a decrease of retained earnings of US$552 thousand due to a change in revenue recognition of one licensing agreement.

The cumulative effect of the adjustments made to our condensed interim consolidated statement of financial position at January 1, 2018 from the adoption of IFRS 15 *Revenue from Contracts with Customers* was as follows:

Condensed interim consolidated statement of financial position

[Numbers in US$ thousands]	Balance at December 31, 2017 (IAS 18)	Adjustments due to IFRS 15	Balance at January 1, 2018 (IFRS 15)
Assets			
Deferred tax asset	958	165	1,123
Liabilities			
Deferred revenue	1,472	717	2,188
Equity			
Retained earnings	5,366	(552)	4,814

The impact of the adoption of IFRS 15 *Revenues from Contracts with Customers* on our condensed interim consolidated statement of financial position, condensed interim consolidated statement of operations and condensed interim consolidated statement of cash flow for the three-months period ending March 31, 2018 are immaterial and, as such, the adjustments are not disclosed.

The Group has the following primary sources of revenue:

I. Search

II. Advertising

III. Technology Licensing/Other

Revenues from each of these areas are recognized as follows:

I. Search

Search revenue is generated when a user conducts a qualified search using an Opera search partner (such as Google or Yandex) through the built-in combined address and search bar provided in Opera's PC and mobile browsers, or when otherwise redirected to the search partner via browser functionality. Search revenue is recognized in the period the qualified search occurs based upon the contractually agreed revenue share amount.

Note 2 — Basis of preparation and changes to the Group's accounting policies (continued)

II. Advertising

Advertising includes revenues from all other user-generated activities excluding search revenues. Advertising revenues include revenues from industry-standard ad units, predefined partner bookmarks ("Speed Dials") and subscriptions of various promoted services that are provided by the Group. Revenue is recognized when our advertising services are delivered based on the specific terms of the underlying contract, which are commonly based on revenue sharing, clicks, or subscription revenues collected by third parties on behalf of the Group.

The majority of advertising revenue is reported based on the amounts we are entitled to receive from advertising partners. In limited instances where the Group has developed or procured a service which it promotes to users, the Group considers itself the principal party to a transaction and not an agent of another entity. In such cases, the Group will recognize revenue on a gross basis. In the Group's determination as to whether it is the principal, it considers its (i) responsibility to provide the service to the end-user, (ii) ability to determine pricing, (iii) exposure to variable benefits, (iv) exposure to risk. The associated costs for these transactions are included in the condensed interim consolidated statements of operations within Payouts to Publishers and Monetization Partners.

III. Technology Licensing/Other

Technology Licensing/Other includes revenues that are not generated by the Group's user base, such as revenues from device manufacturers and mobile communication operators.

Licensing agreements may in addition to licensing of technology, include related professional services, maintenance and support, as well as hosting services. Depending on the customization and integration level, the software licenses are either distinct or not distinct performance obligations from related professional services, and accordingly, the licensing revenue is recognized either separately when control is transferred to the customer or together with the implementation services. Sale of licenses that are part of a multi-element contract where the license is not distinct from maintenance, support or hosting services, are recognized over the contract period.

Maintenance, support and hosting revenues are generally recognized ratably over the term that these services are provided.

Revenue from software developed specifically for one customer is recognized over the development period in line with the degree of completion, provided that the criteria for recognizing revenue over time defined in IFRS 15 are met.

Revenue from distinct professional services are recognized over the development period in line with the degree of completion.

Set-up activities that do not result in the transfer of a promised good or service, are not identified as a performance obligation to the customer. The costs of set-up activities are recognized as an asset, provided the criteria defined in IFRS 15 are met.

The allocation of revenue for contracts with multiple elements is based on the Group's estimate of its stand-alone selling prices. Such estimates are based on relevant historical information and can include past contracts with fewer elements, or the Group's typical hourly rates for professional services compared with an estimated number of hours required.

Note 2 — Basis of preparation and changes to the Group's accounting policies (continued)

Revenue from operators is included in the "Technology Licensing/Other" category even if there are variable components that scales with the number of users. This is related to the fact that such operator agreements typically contain licensing fees based on usage, as well as hosting and support services.

Presentation and disclosure requirements

As required for the interim financial statements, the Group disaggregated revenue recognized from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. Refer to Note 3 for the disclosure on disaggregated revenue.

IFRS 9

IFRS 9 *Financial Instruments* replaces IAS 39 *Financial Instruments: Recognition and Measurement* for annual periods beginning on or after January 1, 2018, bringing together all three aspects of the accounting for financial instruments: classification and measurement; impairment; and hedge accounting.

The Group has applied IFRS 9 retrospectively, with the initial application date of January 1, 2018 and applied the exemption, as allowed by the standard, not to restate comparative periods.

The Group's accounting principles for financial instruments have been adjusted to IFRS 9 principles and guidance. The adoption of IFRS 9 has mainly changed the Group's accounting for impairment losses for trade receivables by replacing the incurred loss approach with a forward-looking expected loss approach. This new model leads to an increase of US$ 100,299 in the provision for bad debt as of January 1, 2018. The post-tax adjustment of US$77,230 was recognized in the opening equity in the current period at the date of initial application of January 1, 2018. There were no other impacts due to the adoption.

The Group has the following financial instruments:

- Loans and receivables: Trade receivables, prepayments, other receivables and non-current financial assets.
- Loans and borrowings: Includes most of the Group's financial liabilities including interest bearing loans, financial lease liabilities, trade payables, other payables and other current and non-current financial liabilities.

Classification and measurement

Except for trade receivables and other financial assets not valued at fair value through profit or loss, the Group initially measures a financial asset at its fair value plus transaction costs. Trade receivables are measured at amortised cost.

The accounting for the Group's financial liabilities remains largely the same as it was under IAS 39. Currently the Group has trade payables, interest bearing loans, financial lease liabilities and accrued personal expenses, which initially are measured at fair value. Debt financial instruments are subsequently measured at fair value through profit or loss, amortized cost, or fair value through other comprehensive income. The classification is based on two criteria: the Group's process for managing the assets; and whether the instruments' contractual cash flows represent 'solely payments of principal and interest' on the principal amount outstanding.

Note 2 — Basis of preparation and changes to the Group's accounting policies (continued)

Impairment of financial assets

The adoption of IFRS 9 has changed the Group's accounting for impairment losses for financial assets by replacing IAS 39's incurred loss approach with a forward-looking expected credit loss (ECL) approach.

For Trade and other receivables, the Group has applied the standard's simplified approach and has calculated ECLs based on lifetime expected credit losses. The Group has established a provision matrix that is based on the Group's historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

New standards and interpretations not yet adopted

Future consolidated financial statements will be affected by new and amended IFRS standards and interpretations which have been published but are not effective as of March 31, 2018. The effect of new and amended IFRS standards and interpretations which may have a significant impact on the Group have been summarized below. The Group intends to adopt these standards when they become effective.

IFRS 16 Leases

IFRS 16 *Leases* was issued in January 2016 and replaces IAS 17 *Leases* and its interpretations, including IFRIC 4 *Determining whether an Arrangement contains a Lease*. IFRS 16 sets out the principles for the recognition, measurement, presentation and disclosure of leases and requires lessees to account for all leases under a single on-balance sheet model similar to the accounting for finance leases under IAS 17.

The Group plans to assess the potential effects of IFRS 16 on its financial statements in 2018, and expects that IFRS 16 mainly will impact its recognition of office facility lease agreements.

Note 3 — Operating revenues and other income

Operating Revenue

The business and reporting setup of the Group, based on information provided to its chief operating decision maker, consists of one operating segment (Consumer Business). The Group sees the current consumer products to be an integrated portfolio with key resources leveraged across the Consumer Business.

[Numbers in US$ thousands] Revenue by customer location	Three Months Ended March 31, 2017	Three Months Ended March 31, 2018
Ireland	12,307	20,188
Russia	4,608	4,227
Other	8,560	15,031
Total	**25,475**	**39,446**

Revenue by country is based upon the customers' countries of domicile which is not necessarily an indication of where activities occur because the end users of the Group's products are located worldwide.

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 3 — Operating revenues and other income (continued)

The Group has two customer groups that each exceeded 10% of the Group's revenue in the periods below:

[Numbers in US$ thousands]	Three Months Ended March 31, 2017	Three Months Ended March 31, 2018
Customer group 1	10,999	17,683
Customer group 2	4,364	4,091

[Numbers in US$ thousands] Revenue type	Three Months Ended March 31, 2017	Three Months Ended March 31, 2018
Search	15,392	20,217
Advertising	7,208	12,916
Technology Licensing/Other	2,875	6,313
Total	**25,475**	**39,446**

The Group recognized impairment losses on trade receivables arising from contracts with customers, included under Other operating expenses in the statement of profit or loss, amounting to US$ 0.18 million and US$ 0.09 million for the three months ended March 31, 2017 and 2018, respectively.

The results from operations for the three months ended March 31, 2018 reflect the adoption of IFRS 15 *Revenue from Contracts with Customers*; and prior periods have not been restated. Refer to note 2 for further information

Note 4 — Personnel expenses including share-based remuneration

[Numbers in US$ thousands]	Three Months Ended March 31, 2017	Three Months Ended March 31, 2018
Personnel expenses excluding share-based remuneration	**8,726**	**8,661**
Share-based remuneration, including related social security costs[(1)]	—	2,449
Personnel expenses including share-based remuneration	**8,726**	**11,110**

(1) See more information in note 7 Share-based payments.

Note 5 — Other operating expenses

[Numbers in US$ thousands] Other operating expenses	Three Months Ended March 31, 2017	Three Months Ended March 31, 2018
Marketing and distribution	3,691	7,338
Hosting	3,291	2,618
Audit, legal and other advisory services	698	2,248
Software license fees	464	200
Rent and other office expense	838	1,122
Travel	472	520
Other	856	448
Total	**10,311**	**14,493**

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 6 — Financial assets and liabilities

For more information on financial assets and liabilities, please refer to the note 15 of the consolidated financial statements for 2017.

The table below shows the various financial assets and liabilities, grouped in the different categories of financial instruments according to IFRS 9.

[Numbers in US$ thousands] As of December 31, 2017	Financial assets at fair value through net income (loss)	Loans and receivables	Financial liabilities at fair value through net income (loss)	Other financial liabilities	Total
Assets					
Non-current					
Other financial assets*		1,857			**1,857**
Current					
Trade receivables		31,072			**31,072**
Other receivables		7,865			**7,865**
Total financial assets	**—**	**40,795**	**—**	**—**	**40,795**
Liabilities					
Non-current					
Financial lease liabilities and other loans				4,032	**4,032**
Other liabilities				87	**87**
Current					
Trade and other payables				21,401	**21,401**
Financial lease liabilities and other loans				2,073	**2,073**
Other liabilities				8,195	**8,195**
Total financial liabilities			**—**	**35,789**	**35,789**

* Includes long term deposits for office rent

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 6 — Financial assets and liabilities (continued)

[Numbers in US$ thousands] As of March 31, 2018	Financial assets at fair value through net income (loss)	Loans and receivables	Financial liabilities at fair value through net income (loss)	Other financial liabilities	Total
Assets					
Non-current					
Other financial assets*		2,909			**2,909**
Current					
Trade receivables		36,225			**36,225**
Other receivables		2,607			**2,607**
Total financial assets	**—**	**41,741**	**—**	**—**	**41,741**
Liabilities					
Non-current					
Financial lease liabilities and other loans				2,138	**2,138**
Other liabilities				160	**160**
Current					
Trade and other payables				21,786	**21,786**
Financial lease liabilities and other loans				3,105	**3,105**
Other liabilities				4,853	**4,853**
Total financial liabilities			**— — —**	**32,042**	**32,042**

* Includes long term deposits for office rent

The fair values of the Group's interest-bearing loans and borrowings are assessed to be in all material aspects similar to carrying amount.

[Numbers in US$ thousands] As of December 31, 2017	Carrying amount	Fair value	Level 1	Level 2	Level 3
Liabilities disclosed at fair value					
Financial lease liabilities and other loans	6,106	6,106		X	
Contingent consideration	600	600			X

The fair value of the obligation as of December 31, 2017 was US$ 0.6 million which was the ultimate amount paid in February 2018 when the obligation was settled.

[Numbers in US$ thousands] As of March 31, 2018	Carrying amount	Fair value	Level 1	Level 2	Level 3
Liabilities disclosed at fair value					
Financial lease liabilities and other loans	5,243	5,243		X	

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 7 — Share-based payments

On April 7, 2017 the Group adopted an RSU (Restricted Share Unit) plan for employees in the Group. Prior to this date the Group had no share-based payment awards outstanding. For the key features of the program, please refer to the note 25 of the consolidated financial statements for 2017.

The RSU's granted on February 12, 2018 are intended to be equity-settled if the market performance conditions are met. Because the performance criteria are market-based, the Fair Value ("FV") of the grants are estimated at grant date, and the expense is recognized over the vesting period, in accordance with IFRS 2.

The expense Recognized for the employee services received is shown in the following table:

[Numbers in US$ thousands] Expense from share-based payment transactions	Three Months Ended March 31, 2018
Expense arising from equity-settled share-based payment transactions[(1)]	2,449
Expense arising from cash-settled share-based payment transactions	—
Total expense from share-based payment transactions	**2,449**

(1) Including US$ 1.08 million in accrued social security cost

Movements during the period: RSUs

	Three Months Ended March 31, 2018
Outstanding at period start	**19,413,000**
Granted during the period	2,440,000
Forfeited during the period	(355,500)
Exercised during the period	—
Expired during the period	—
Outstanding at period end, none exercisable	**21,497,500**

The weighted average remaining vesting period for the RSU's outstanding as of March 31, 2018 was 1.58 years. The number of RSU units included in the table above represents the number of RSUs awarded on the grant dates, subject to the assumption of 500 million total outstanding shares and is presented prior to any adjustment related to the number of awarded shares that result from any transfer of the plan to another Group entity.

Note 7 — Share-based payments (continued)

2018 RSU grants: Fair market value assessment

	RSU valuation approach
Current equity unit price valuation (US$)	1.55
Model used	Monte Carlo
Expected volatility (%)[1][2]	35.30%
Risk-free interest rate (%)[1]	2.43%
Dividend yield (%)	0.00%
Duration of initial simulation period (years to longstop date)	4.72
Duration of second simulation period with postponed exercise (years)	3.00
Fair value at the measurement date (US$)	1.42

(1) Specified value is 4 years (modelled on grant date)

(2) Based on a defined peer group of companies considered comparable to the Group.

The per share information in the table above is based on the assumption of 500 million total outstanding shares.

Note 8 — Related Parties

The Group's Chief Executive Officer who is a member of the Board of Managers has control or significant influence over Beijing Kunlun Tech, Starmaker Interactive, TenSpot Pesa Limited (TenSpot), Kunlun AI and 360 Mobile Security, either directly or through other investments. He further controls Opay through Balder Investment Inc, where certain other officers in the Group also have financial interests but no voting rights.

The Group has significant influence over Powerbets, Opay and nHorizon through ownership in the entities. The Group also provides key management personnel to Opay and TenSpot. Additional information about transactions with associates is included in note 9.

On May 9, 2017, the Group provided a loan to Starmaker of US$ 500,000. The loan is unsecured, had 5% interest (amended), and was repaid in full in March 2018.

The Group provides and receives professional services to a number of related parties. Services received from Beijing Kunlun Tech consist of shared office facilities in Beijing, China. Services provided to Opay consist of development and management services, and is invoiced based on time used and with a markup dependent of the type of service. Services received from 360 Mobile Security is related to distribution and promotion of the Group's advertising services worldwide. The cost is based on actual user activity/interaction.

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 8 — Related Parties (continued)

Outstanding balances at December 31, 2017 and March 31, 2018 are unsecured and interest free and settlement occurs in cash. There have been no guarantees provided or received for any related party receivable or payable.

[Numbers in US$ thousands]

Balances with related parties	Category of related party	Type of balance	As of December 31, 2017	As of March 31, 2018
Starmaker Interactive Inc	Key management personnel and Manager	Loan receivable	516	—
Starmaker Interactive Inc.	Key management personnel and Manager	Other Receivable	—	17
Beijing Kunlun Tech Co., Ltd.	Key management personnel and Manager	Trade payable	(123)	—
nHorizon Innovation (Beijing) Software Ltd	Associate	Revenue share liability	(150)	(95)
nHorizon Innovation (Beijing) Software Ltd	Associate	Professional service receivable	239	—
nHorizon Innovation (Beijing) Software Ltd	Associate	Professional service payable	(480)	(321)
Powerbets Holding Limited	Joint venture	Loan receivable	200	894
Opay Digital Services Limited (HK)	Associate/Key management personnel and Manager	Loan receivable	631	1,002
Opay Digital Services Limited (HK)	Associate/Key management personnel and Manager	Trade receivable	2,829	5,502
360 Mobile Security Limited	Associate/Key management personnel and Manager	Distribution liability	(3,279)	(2,520)
TenSpot Pesa Limited (HK)	Key management personnel	Loan receivable	—	51

[Numbers in $thousands]

Transactions with related parties	Category of related party	Type of transaction	Three Months Ended March 31, 2017	Three Months Ended March 31, 2018
Starmaker Interactive Inc.	Key management personnel and Manager	Interest	—	5
Beijing Kunlun Tech Co., Ltd.	Key management personnel and Manager	Office facilities	(349)	(368)
nHorizon Innovation (Beijing) Software Ltd	Associate	Payouts to publishers and monetization partners	—	(23)
nHorizon Innovation (Beijing) Software Ltd	Associate	Technology Licensing/Other	95	—
nHorizon Innovation (Beijing) Software Ltd	Associate	Professional services	(13)	(236)
Opay Digital Services Limited (HK)	Associate/Key management personnel and Manager	Technology Licensing/Other	—	2,673
360 Mobile Security Limited	Associate/Key management personnel and Manager	Marketing and distribution	(860)	(2,499)

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 9 — Investment in associates, joint ventures and other shares

For more information on investment in associates and joint ventures, please refer to the note 29 of the consolidated financial statements 2017. The only investment in associate at March 31, 2017 was the Group's investment in nHorizon.

Following is the period summary information for the period ended March 31, 2018 regarding nHorizon, Powerbets, and Opay:

[Numbers in US$ thousands]	nHorizon	Powerbets	Opay
Group's share of ownership and voting rights	29.09%	50.10%	19.90%
Revenue	8,020	4,855	—
Operating profit (loss)	(777)	(356)	(2,706)
Net income (loss)	(787)	(372)	(2,730)
Group's share of net income (loss) before amortization adjustments	(229)	(186)	(543)
Adjustments related to amortization of intangible assets	—	(51)	—
Group's share of net income (loss)	**(229)**	**(237)**	(543)
Total assets	15,824	2,636	6,026
Short-term liabilities	12,773	6,169	11,532
Equity	3,051	(3,533)	(5,506)

The changes in investments for the period ended March 31, 2018 are as follows:

[Numbers in US$ thousands] Booked value	nHorizon	Powerbets	Opay
Investment January 1, 2018	1,110	—	4,406
Investment during the period	—	—	—
Loan made to Powerbets included as part of investment	—	237	—
Foreign currency adjustment	39	—	—
Share of net income (loss) of associates and joint ventures	(229)	(237)	(543)
Total	920	0	3,863
Groups share in %	29.09%	50.10%	19.90%
Groups share in total equity of associates and joint ventures	888	(1,770)	(1,096)
Intangible assets		1,492	
Other adjustments, primarily loans considered part of investment	32	278	4,959
Booked value	920	0	3,863

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 10 — Income tax (expense) benefit

The Group calculates the period income tax expense using the effective tax rate that would be applicable to the expected total annual earnings adjusted for permanent differences and currency translation differences.

Tax expense for the first quarter in 2017 was US$ 0.24 million, representing an effective tax rate of 333.22% due to a marginal Net income before income taxes, permanent differences (mainly translation difference and financial items not taxable) and changes in unrecognized/previously recognized deferred tax assets.

The effective tax rate for the first quarter of 2018 was 25.70%, representing a tax expense of US$ 2.29 million.

Note 11 — Events after the reporting period

The Group has evaluated subsequent events from the balance sheet date through the date on which the condensed interim consolidated financial statements were available to be issued.

In connection with the Groups preparations to list on a US stock exchange, the Group will change its top entity in the Cayman Islands from a Limited Liability Company (which does not have shares) to a Limited company (which does have shares). On March 19, 2018 Opera Limited was incorporated in the Caymen Islands in order to become the listing entity.

On June 25, 2018 Opera Limited completed an agreement with the members of Kunhoo Software LLC, including Kunlun Tech Limited, Keeneyes Future Holding Inc., Qifei International Development Co. Limited and Golden Brick Capital Private Equity Fund I L.P to exchange all ownership in Kunhoo Software LLC for a proportionate number of common shares of Opera Limited.

Per the terms and conditions of the Group’s RSU plan, in conjunction with the establishment of Opera Limited as the Group’s new parent company, the RSU plan was transferred from Kunhoo Software Limited (Hong Kong), an intermediate holding company within the Group, to Opera Limited, and all RSU awards were replaced by awards issued by Opera Limited.

After the establishment of Opera Limited as the Group’s parent company, Opera Limited had 200 million outstanding shares. Accordingly, each RSU award was adjusted by a factor of 0.4, representing the ratio of 200 million shares to the RSU plan’s assumed 500 million shares, ensuring that each RSU award maintains the same value after the transfer of the program. Following this, the 21,497,500 outstanding RSUs as of March 31, 2018 were converted to 8,599,000 RSUs of Opera Limited. As such transfer was a condition of the original awards, the transfer will have no additional accounting effect in the consolidated financial statements of the Group for 2018.

Since March 31, 2018, and prior to the issuance of these financial statements, the Group granted 140,000 RSUs under its 2017 RSU plan to employees, corresponding to 56,000 RSUs after the transfer of the program to Opera Limited.

On July 13, 2018, Qifei International Development Co. Limited and Golden Brick Capital Private Equity Fund I L.P each entered into a share surrender letter with Opera Limited, by which such investors undertake to surrender 8,250,000 and 1,500,000 shares, respectively, conditioned upon, and to take effect immediately upon, the completion of Opera Limited’s initial public offering. The shares are agreed to be

KUNHOO SOFTWARE LLC

NOTES TO THE UNAUDITED CONDENSED INTERIM CONSOLIDATED FINANCIAL STATEMENTS

Note 11 — Events after the reporting period (continued)

surrendered for no consideration for the purpose of future employee stock ownership plans or other similar share incentive arrangements of Opera Limited and will initially be classified as treasury shares upon surrender. The share surrender will not impact the factor by which shares under the 2017 RSU plan are converted into Opera Limited shares.

Report of Independent Registered Public Accounting Firm

To Board of Directors
Opera Limited:

Opinion on the Financial Statements

We have audited the accompanying statement of financial position of Opera Limited (the "Company") as of March 31, 2018 and the related notes (collectively the "statement of financial position"). In our opinion, the statement of financial position presents fairly, in all material respects, the financial position of the Company as of March 31, 2018, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

The statement of financial position is the responsibility of the Company's management. Our responsibility is to express an opinion on the statement of financial position based on our audit. 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 audit 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 statement of financial position is free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the statement of financial position, 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 statement of financial position. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement of financial position. We believe that our audit provides a reasonable basis for our opinion.

We have served as the Company's auditor since 2018.

/s/ KPMG AS

Oslo, Norway
June 29, 2018

OPERA LIMITED

STATEMENT OF FINANCIAL POSITION

[Numbers in US$]	Notes	As of March 31, 2018
ASSETS		
Current assets		
Cash		0.0001
Total current assets		**0.0001**
TOTAL ASSETS		**0.0001**
EQUITY AND LIABILITIES		
Equity		
Share capital	3	0.0001
TOTAL EQUITY		**0.0001**

The accompanying notes are an integral part of these financial statements

OPERA LIMITED

Notes to Statement of Financial Position

Note 1 — General information

Opera Limited (the "Company") is an exempted company, with registered office located at Grand Cayman, Cayman Islands.

The Company was incorporated in the Cayman Islands as of March 19, 2018, and is intended to become the issuer in an initial public offering of securities on a US stock exchange following a corporate reorganization. The reorganization will result in the existing members of Kunhoo Software LLC exchanging their ownership interests for common shares and ownership in Opera Limited with substantially the same rights and proportionate ownership.

The financial statements of the Company, as of March 31, 2018 and for the period from inception to March 31, 2018 were approved by Board of Directors on June 29, 2018 and on July 13, 2018.

Note 2 — Basis of preparation

The statement of financial position of the Company have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

No transactions have occurred in the Company other than the issuance of one ordinary share for consideration of US$ 0,0001 on March 19, 2018 and the share exchanges described in Note 5 - Subsequent Event.

Omission of statements of operations, cash-flow and changes in equity

Through March 31, 2018, the Company has not commenced any activities other than those related to its formation. As of March 31, 2018 the Company was not capitalized. Accordingly, statements of operations, cash-flows and changes in equity have been omitted.

Going concern

The statement of financial position March 31, 2018 is prepared on a going concern basis. After making enquiries, the management have a reasonable expectation that the Group has adequate resources to continue in operational existence for the foreseeable future. Accordingly, they continue to adopt going concern basis.

Note 3 — Capital and reserves

[Numbers in US$]	March 31, 2018
Share capital	0,0001

The share capital of the Company is divided into 500 000 000 shares of a par value of US$ 0.0001 each.

Each holder of ordinary shares is entitled to one vote per share, on a show of hands or on a poll, at shareholder meetings of the Company.

OPERA LIMITED

Notes to Statement of Financial Position

Note 3 — Capital and reserves (continued)

On the winding up of the Company the following priorities applies to payments from the liquidation surplus:

a) Each shareholder will be entitled to an amount per share equal to the subscription price paid, or if the liquidation surplus is insufficient of the full subscription price then the shareholders will be paid in proportion to the aggregate subscription price paid in respect of the shares held by them;

b) Thereafter any balance shall be paid to the shareholders in proportion to the number of shares held by each of them

Note 4 — Participants

The following reflects the ownership of Opera Limited:

Participant interest %	March 31, 2018
Keeneyes Future Holding Inc.	100.0%

As of March 31, 2018 Keenyes Future Holdings Inc also held 19.5% of the membership interest in Kunhoo Software LLC. Keeneyes Future Holdings Inc. is ultimately controlled by Zhou Yohui, the CEO of Kunhoo Software LLC.

Note 5 — Subsequent events

In June 2018 the Company completed an agreement with the members of Kunhoo Software LLC, including Kunlun Tech Limited, Keeneyes Future Holding Inc., Qifei International Development Co. Limited and Golden Brick Capital Private Equity Fund I L.P to exchange all ownership for a proportionate number of common shares of Opera Limited.

As a result, the ownership of Opera Limited changed as follows:

Participant interest %	March 31, 2018	Effect of Corporate reorganization	June 29, 2018
Kunlun Tech Limited		48.0%	48.0%
Keeneyes Future Holding Inc.	100.0%	-80.5%	19.5%
Qifei International Development Co, Ltd		27.5%	27.5%
Golden Brick Capital Private Equity Fund I L.P.		5.0%	5.0%
Total	100.0%	0.0%	100.0%

As of June 29, 2018 the Company had 200,000,000 common shares outstanding.

Note 6 — Events (Unaudited) Subsequent to the Date of the Report of the Independent Registered Public Accounting Firm

On July 13, 2018, Qifei International Development Co. Limited and Golden Brick Capital Private Equity Fund I L.P each entered into a share surrender letter with Opera Limited, by which such investors undertake to surrender 8,250,000 and 1,500,000 shares, respectively, conditioned upon, and to take effect immediately upon, the completion of Opera Limited's initial public offering. The shares are agreed to be surrendered for no consideration for the purpose of future employee stock ownership plans or other similar share incentive arrangement of Opera Limited and will initially be classified as treasury shares upon surrender.


Opera Ltd.


Opera

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Cayman Islands law does not limit the extent to which a company's articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against civil fraud or the consequences of committing a crime. Under our post-IPO memorandum and articles of association, which will become effective immediately prior to the completion of this offering, to the fullest extent permissible under Cayman Islands law every director and officer of our company shall be indemnified against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by him, other than by reason of such person's own dishonesty, willful default or fraud, in connection with the execution or discharge of his duties, powers, authorities or discretions as a director or officer of our company, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by him in defending (whether successfully or otherwise) any civil proceedings concerning our company or its affairs in any court whether in the Cayman Islands or elsewhere.

Pursuant to the form of indemnification agreements to be filed as Exhibit 10.2 to this Registration Statement, we will agree to indemnify our directors and officers against certain liabilities and expenses that they incur in connection with claims made by reason of their being a director or officer of our company.

The Underwriting Agreement, the form of which is filed as Exhibit 1.1 to this Registration Statement, will also provide for indemnification of us and our officers and directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES.

On June 25, 2018, all of the existing members of Kunhoo Software LLC exchanged their membership interests in Kunhoo Software LLC for shares having substantially the same rights in Opera Limited.

ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) Exhibits

See Exhibit Index beginning on page II-3 of this registration statement.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the Consolidated Financial Statements or the Notes thereto of the Successor and the Predecessor.

ITEM 9. UNDERTAKINGS.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant under Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

OPERA LIMITED

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1	Form of Underwriting Agreement
3.1**	Amended and Restated Memorandum and Articles of Association of the Registrant, as currently in effect
3.2**	Form of Second Amended and Restated Memorandum and Articles of Association of the Registrant, as effective prior to the completion of this offering
4.1	Form of American Depositary Receipt (included in Exhibit 4.3)
4.2**	Registrant's Specimen Certificate for Ordinary Shares
4.3	Form of Deposit Agreement between the Registrant, the depositary and owners and holders of the ADSs
5.1**	Opinion of Maples and Calder regarding the validity of the ordinary shares being registered
8.1**	Opinion of Maples and Calder regarding certain Cayman Islands tax matters (included in Exhibit 5.1)
8.2	Opinion of Wikborg Rein Advokatfirma AS regarding certain Norwegian tax matters (included in Exhibit 99.2)
10.1**	2017 Restricted Share Unit Plan, dated as of April 7, 2017, as currently in effect
10.2**	Form of Indemnification Agreement between the Registrant and each of the directors and executive officers of the Registrant
10.3**	Form of Employment Agreement between the Registrant and each executive officer of the Registrant
10.4†	Google Distribution Agreement, dated as of August 1, 2012, by and between Opera Software AS and Google Ireland Limited, and amendments entered into from time to time
10.5†	Partner Agreement, dated as of October 1, 2012, by and between Opera Software ASA and Yandex LLC, and amendments entered into from time to time
10.6**	Professional Service Agreement, dated as of June 1, 2016, by and between Opera Software AS and 360 Mobile Security Limited, and amendments entered into from time to time
10.7**	Service Agreement, dated as of November 1, 2017, by and between Opera Software AS and Opay Digital Services Limited
10.8**	Subscription Agreement, dated as of June 26, 2018, by and between the Registrant and Tospring Technology Limited
10.9**	Subscription Agreement, dated as of June 26, 2018, by and between the Registrant and IDG China Capital Fund III L.P.
10.10**	Subscription Agreement, dated as of June 26, 2018, by and between the Registrant and IDG China Capital III Investors L.P.
10.11**	Form of Registration Rights Agreement
21.1**	Significant Subsidiaries and Consolidated Affiliated Entities of the Registrant
23.1	Consents of KPMG, Independent Registered Public Accounting Firm
23.2**	Consent of Maples and Calder (included in Exhibit 5.1)
23.3	Consent of Wikborg Rein Advokatfirma AS (included in Exhibit 99.2)
24.1**	Powers of Attorney (included on signature page)
99.1**	Code of Business Conduct and Ethics of the Registrant
99.2	Opinion of Wikborg Rein Advokatfirma AS regarding certain Norwegian law matters
99.3**	Consent of Lori Wheeler Næss
99.4**	Consent of Trond Riiber Knudsen

** Previously filed.

† Confidential treatment is being requested with respect to portions of these exhibits that have been redacted pursuant to Rule 406 under the Securities Act of 1933, as amended.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Norway, on July 23, 2018.

Opera Limited

By: /s/ Yahui Zhou

Name: Yahui Zhou
Title: Chairman of the Board and Chief Executive Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Yahui Zhou Name: Yahui Zhou	Chairman of the Board and Chief Executive Officer (principal executive officer)	July 23, 2018
/s/ Frode Jacobsen Name: Frode Jacobsen	Chief Financial Officer (principal financial and accounting officer)	July 23, 2018
* Name: Hongyi Zhou	Director	July 23, 2018
* Name: Han Fang	Director	July 23, 2018

*By: /s/ Yahui Zhou
Name: Yahui Zhou
Attorney-in-Fact

*By: /s/ Frode Jacobsen
Name: Frode Jacobsen
Attorney-in-Fact

SIGNATURE OF AUTHORIZED REPRESENTATIVE IN THE UNITED STATES

Pursuant to the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Opera Limited, has signed this registration statement or amendment thereto in New York on July 23, 2018.

Cogency Global Inc.

By: /s/ Tristan Emrich

Name: Tristan Emrich
Title: Assistant Secretary

[Signature Page to F-1]

Exhibit 1.1

19,200,000 Shares

OPERA LIMITED

ORDINARY SHARES, PAR VALUE US$0.0001 PER SHARE
IN THE FORM OF AMERICAN DEPOSITARY SHARES

UNDERWRITING AGREEMENT

[*Date*]

China International Capital Corporation Hong Kong Securities Limited
29th Floor, One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013
United States

As Representatives of the several Underwriters named in Schedule I hereto

Ladies and Gentlemen:

Opera Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Company**"), proposes to issue and sell to the several Underwriters named in Schedule I hereto (the "**Underwriters**") an aggregate of 19,200,000 ordinary shares, par value US$0.0001 per share, of the Company (the "**Firm Shares**") in the form of 9,600,000 American Depositary Shares (as defined below).

The Company also proposes to issue and sell to the several Underwriters not more than an additional 2,880,000 ordinary shares, par value US$0.0001 per share, of the Company (the "**Additional Shares**") in the form of 1,440,000 American Depositary Shares, if and to the extent that China International Capital Corporation Hong Kong Securities Limited and Citigroup Global Markets Inc., as representatives of the Underwriters (collectively, the "**Representatives**"), exercise, on behalf of the Underwriters, the right to purchase such Additional Shares granted to the Underwriters in Section 2 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "**Shares**." The ordinary shares, par value US$0.0001 per share, of the Company to be issued, outstanding after giving effect to the sales contemplated hereby are hereinafter referred to as the "**Ordinary Shares**."

The Underwriters will take delivery of the Shares in the form of American Depositary Shares (the "**American Depositary Shares**" or "**ADSs**"). The American Depositary Shares are to be issued pursuant to a Deposit Agreement dated as of [*date*], 2018 (the "**Deposit Agreement**") among the Company, The Bank of New York Mellon, as Depositary (the "**Depositary**"), and the owners and holders from time to time of the American Depositary Shares issued under the Deposit Agreement. Each American Depositary Share will initially represent the right to receive two Ordinary Shares deposited pursuant to the Deposit Agreement.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement, including a prospectus, relating to the Shares and a registration statement relating to the American Depositary Shares. The registration statement relating to the Shares, as amended at the time it becomes effective, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**;" the prospectus in the form first used to confirm sales of Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**." The registration statement relating to the American Depositary Shares, as amended at the time it becomes effective, is hereinafter referred to as the "**ADS Registration Statement**." If the Company has filed abbreviated registration statements to register additional Ordinary Shares or American Depositary Shares pursuant to Rule 462(b) under the Securities Act (the "**Rule 462 Registration Statements**"), then any reference herein to the terms "Registration Statement" and "ADS Registration Statement" shall be deemed to include the corresponding Rule 462 Registration Statement. The Company has filed, in accordance with Section 12 of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), a registration statement on Form 8-A to register the Shares and the American Depositary Shares (the "**Form 8-A Registration Statement**").

For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the preliminary prospectus together with the documents and pricing information set forth in Schedule II hereto, and a "**bona fide electronic road show**" is as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. As used herein, the terms "Registration Statement," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof.

China International Capital Corporation Hong Kong Securities Limited (the "**Designated Underwriter**") agrees to reserve a portion of the American Depositary Shares to be purchased by it or its affiliates under this Agreement for sale to the Company's directors, officers, employees and business associates and other parties related to the Company (collectively, "**Participants**"), as set forth in the Prospectus under the heading "Underwriting" (the "**Directed Share Program**"). The American Depositary Shares to be sold by the Designated Underwriter and its affiliates pursuant to the Directed Share Program are referred to hereinafter as the "**Directed American Depositary Shares**." Any Directed American Depositary Shares not orally confirmed for purchase by any Participant by the end of the business day on which this Agreement is executed will be offered to the public by the Underwriters as set forth in the Prospectus.

1. ***Representations and Warranties.***

The Company represents and warrants to and agrees with each of the Underwriters that:

(a) *Effectiveness of Registration Statement*. Each of the Registration Statement and the ADS Registration Statement has become effective under the Securities Act; no stop order suspending the effectiveness of the Registration Statement or the ADS Registration Statement or any post-effective amendment thereto is in effect, and no proceedings for such purpose are pending before or threatened by the Commission. The Form 8-A Registration Statement has become effective as provided in Section 12 of the Exchange Act. The Company has complied with each request (if any) from the Commission for additional information.

(b) *Compliance with Securities Law.* (i) Each of the Registration Statement, the ADS Registration Statement and the Form 8-A Registration Statement, when it became effective, did not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Registration Statement and the ADS Registration Statement at the time it became effective, the Closing Date (as defined in Section 4 hereof) and any Option Closing Date (as defined in Section 4 hereof) comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, each Time of Sale Prospectus, the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, and, in each case, the Closing Date and any Option Closing Date complied and will comply the Securities Act and the applicable rules and regulations of the Commission thereunder, and each Time of Sale Prospectus delivered to the Underwriters for use in connection with this offering and the Prospectus was or will be identical to the electronically transmitted copies thereof filed with the Commission on its Electronic Data Gathering, Analysis and Retrieval system or any successor system ("**EDGAR**"), except to the extent permitted by Regulation S-T, (iii) the Time of Sale Prospectus does not, and at the time of each sale of the American Depositary Shares in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date and each Option Closing Date, the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iv) each bona fide electronic road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (v) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the Underwriter Information described as such in Section 9(b) hereof.

(c) *Ineligible Issuer Status and Issuer Free Writing Prospectus.* The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II hereto, and electronic road shows, if any, furnished to the Representatives before first use, the Company has not prepared, used or referred to, and will not, without the prior consent of the Representatives, prepare, use or refer to, any free writing prospectus. The Company has satisfied and agrees that it will satisfy the conditions in Rule 433 to avoid a requirement to file with the Commission any electronic road show. As of the time of each sale of the American Depositary Shares in connection with the offering when the Prospectus is not yet available to prospective purchasers, no free writing prospectuses, when considered together with the Time of Sale Prospectus, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) *EGC Status and Testing-the-Waters Communication.* (i) From the time of initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communication) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act (an "**Emerging Growth Company**"). "**Testing-the-Waters Communication**" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act. (ii) The Company (A) has not alone engaged in any Testing-the-Waters Communication other than Testing-the-Waters Communications with the consent of the Representatives with entities that are qualified institutional buyers within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501 under the Securities Act, and (B) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Company reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. (iii) Except for the management presentation materials, a copy of which was submitted to the SEC on May 8, 2018, the Company has not distributed any other Written Testing-the-Waters Communications. "**Written Testing-the-Waters Communication**" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act. As of the time of each sale of the American Depositary Shares in connection with the offering when the Prospectus is not yet available to prospective purchasers, no individual Written Testing-the-Waters Communications, when considered together with the Time of Sale Prospectus, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *Good Standing of the Company.* The Company has been duly incorporated, is validly existing as an exempted company with limited liability in good standing under the laws of the Cayman Islands, has the corporate power and authority to own or lease its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification. The currently effective memorandum and articles of association or other constitutive or organizational documents of the Company comply with the requirements of applicable Cayman Islands law and are in full force and effect. The second amended and restated memorandum and articles of association of the Company adopted on July 13, 2018, filed as Exhibit 3.2 to the Registration Statement, comply with the requirements of applicable Cayman Islands laws and, immediately following closing on the Closing Date of the American Depositary Shares offered and sold hereunder, will be in full force and effect. Complete and correct copies of all constitutive documents of the Company and all amendments thereto have been delivered to the Representatives; except as set forth in the exhibits to the Registration Statements, no change will be made to any such constitutive documents on or after the date of this Agreement through and including the Closing Date.

(f) *Subsidiaries.* Each of the Company's direct and indirect subsidiaries (each a "**Subsidiary**" and collectively, the "**Subsidiaries**") has been identified on Schedule III hereto. Each of the Subsidiaries has been duly incorporated, is validly existing as a corporation with limited liability and, where its jurisdiction of incorporation recognizes such qualification, in good standing under the laws of the jurisdiction of its incorporation, has full corporate or other requisite power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus, and is duly qualified to transact business, and to the extent applicable, is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except for such qualification that would not have a Material Adverse Effect; all of the equity interests of each Subsidiary have been duly and validly authorized and issued, are owned directly or indirectly by the Company, are fully paid in accordance with its articles of association and non-assessable and are free and clear of all liens, encumbrances, equities or claims. None of the issued outstanding share capital or equity interest in any Subsidiary was issued in violation of preemptive or similar rights of any security holder of such Subsidiary. All of the constitutive or organizational documents of each of the Subsidiaries comply with the requirements of applicable laws of its jurisdiction of incorporation or organization and are in full force and effect. Apart from the Subsidiaries, the Company has no direct or indirect subsidiaries or any other company over which it has direct or indirect effective control. A "Material Adverse Effect" means a material adverse effect on the condition (financial or otherwise), earnings, results of operations, business or prospects of the Company and its Subsidiaries, taken as a whole, or on the ability of the Company and its Subsidiaries to carry out their obligations under this Agreement and the Deposit Agreement.

(g) *Corporate Structure*. The description of the corporate structure of the Company, as set forth in the Time of Sale Prospectus under the caption "Corporate History and Structure", is true and accurate in all material respects and nothing has been omitted from such description which would make it misleading. There is no material agreement, contract or other document relating to the corporate structure or the operation of the Company together with its Subsidiaries taken as a whole, which has not been previously disclosed or made available to the Underwriters and disclosed in the Time of Sale Prospectus and the Prospectus.

(h) *Authorization of this Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(i) *Authorization of the Deposit Agreement.* The Deposit Agreement has been duly authorized, executed and delivered by the Company and assuming due authorization, execution and delivery by the Depositary, constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. The description of this Agreement and the description of the Deposit Agreement contained in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus is true and accurate in all material respects.

(j) *Due Authorization of Registration Statements.* The Registration Statement, the preliminary prospectus, the Prospectus, any issuer free writing prospectus and the ADS Registration Statement and the filing of the Registration Statement, the Prospectus, any issuer free writing prospectus and the ADS Registration Statement with the Commission have been duly authorized by and on behalf of the Company, and the Registration Statement and the ADS Registration Statement have been duly executed pursuant to such authorization by and on behalf of the Company.

(k) *Share Capital.* The authorized share capital of the Company conforms as to legal matters to the description thereof contained in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(l) *Ordinary Shares.* (i) The Ordinary Shares issued outstanding prior to the issuance of the Shares have been duly authorized and are validly issued, fully paid and non-assessable. As of the date hereof, the Company has authorized, issued and outstanding capitalization as set forth in the sections of the Time of Sale Prospectus and the Prospectus under the headings "Capitalization" and "Description of Share Capital" and, as of the Closing Date, the Company shall have authorized, issued and outstanding capitalization as set forth in the sections of the Time of Sale Prospectus and the Prospectus under the headings "Capitalization" and "Description of Share Capital." (ii) Except as described in the Time of Sale Prospectus and the Prospectus, there are (A) no outstanding securities issued by the Company convertible into or exchangeable for, rights, warrants or options to acquire from the Company, or obligations of the Company to issue, Ordinary Shares or any of the share capital of the Company, and (B) no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any share capital of, or any direct interest in, any of the Company's Subsidiaries.

(m) *American Depositary Shares.* The American Depositary Shares, when issued by the Depositary against the deposit of Shares in respect thereof in accordance with the provisions of the Deposit Agreement, will be duly authorized, validly issued and the persons in whose names such American Depositary Shares are registered will be entitled to the rights of registered holders of American Depositary Shares specified therein and in the Deposit Agreement.

(n) *Shares.* (i) The Shares to be sold by the Company have been duly authorized and, when issued and allotted in accordance with the terms of this Agreement and registered in the register of members of the Company, will be validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive rights, resale rights, rights of first refusal or similar rights. The Shares, when issued and allotted against payment therefor in accordance with the terms of this Agreement, will be free of any restriction upon the voting or transfer thereof pursuant to the Company's constitutive documents or any agreement or other instrument to which the Company is a party. (ii) The Shares, when issued, are freely transferable by the Company to or for the account of the several Underwriters and the initial purchasers thereof, and, except as described in the Time of Sale Prospectus, the Prospectus and the memorandum and articles of association, there are no restrictions on subsequent transfers of the Shares under the laws of the Cayman Islands, Norway, Ireland, the PRC by non-PRC resident holders, Hong Kong or the United States.

(o) *Accurate Disclosure.* The statements in the Time of Sale Prospectus and the Prospectus under the headings "Prospectus Summary," "Risk Factors," "Dividend Policy," "Enforceability of Civil Liabilities," "Corporate History and Structure," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business," "Management," "Principal Shareholders," "Related Party Transactions," "Description of Share Capital," "Description of American Depositary Shares," "Shares Eligible for Future Sale," "Taxation" and "Underwriting," insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate, complete and fair summaries of such matters described therein in all material respects.

(p) *Listing.* The American Depositary Shares have been approved for listing on the NASDAQ, subject to official notice of issuance.

(q) *Compliance with Law, Constitutive Documents and Contracts.* Except as described in the Time of Sale Prospectus and the Prospectus, neither the Company nor any of the Subsidiaries is (i) in breach or violation of any provision of applicable law or (ii) is in material breach or violation of its respective constitutive documents, or (iii) in default under (nor has any event occurred which, with notice, lapse of time or both, would result in any breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a part of such indebtedness under) any agreement or other instrument that is (x) binding upon the Company or any of the Subsidiaries and (y) material to the Company and the Subsidiaries taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of the Subsidiaries; except in the case of (i) and (iii) above, where such breach or violation would not have a Material Adverse Effect.

(r) *Absence of Defaults and Conflicts Resulting from Transaction.* The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement and the Deposit Agreement will not contravene (i) any provision of applicable law or the memorandum and articles of association or other constitutive documents of the Company, (ii) any agreement or other instrument binding upon the Company or any of the Subsidiaries that is material to the Company and the Subsidiaries, taken as a whole, or (iii) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of the Subsidiaries; and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement or the Deposit Agreement, except such as may be required by the securities or Blue Sky laws of the various states of the United States of America in connection with the offer and sale of the Shares or the American Depositary Shares or otherwise described in the Time of Sale Prospectus and the Prospectus.

(s) *No Material Adverse Change in Business.* Since the end of the period covered by the latest audited financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus (i) there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Company and its Subsidiaries, taken as a whole; (ii) except as disclosed in the Time of Sale Prospectus and the Prospectus, there has been no purchase of its own issued outstanding share capital by the Company, no dividend or distribution of any kind declared, paid or made by the Company on any class of its share capital; (iii) there has been no material adverse change in the share capital, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Company and its Subsidiaries; (iv) neither the Company nor any of its Subsidiaries has (A) entered into or assumed any material transaction or agreement, (B) incurred, assumed or acquired any material liability or obligation, direct or contingent, (C) acquired or disposed of or agreed to acquire or dispose of any business or any other material asset, or (D) agreed to take any of the foregoing actions; and (v) neither the Company nor any of its Subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood, typhoon, or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree.

(t) *No Pending Proceedings.* There are no legal or governmental proceedings pending or threatened (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) to which the Company, any of its Subsidiaries or any of its executive officers, directors and key employees is a party or to which any of the properties of the Company or any of its Subsidiaries is subject (i) other than proceedings that would not have a Material Adverse Effect, or on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by the Time of Sale Prospectus or (ii) that are required to be described in the Registration Statement or the Prospectus and are not so described; and there are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(u) *Preliminary Prospectuses.* Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(v) *Investment Company Act.* The Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Time of Sale Prospectus and the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "**1940 Act**").

(w) *Registration Rights; Lock-up Letters.* Except as disclosed in the Time of Sale Prospectus and the Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Securities Act (collectively, "**registration rights**"), and any person to whom the Company has granted registration rights has agreed not to exercise such rights until after the expiration of the Restricted Period referred to in Section 6(x) hereof. Each officer, director and shareholder of the Company and each of Bitmain, IDG Capital Fund and IDG Capital Investors has furnished to the Representatives on or prior to the date hereof a letter or letters substantially in the form of Exhibit A hereto (the "**Lock-Up Letter**").

(x) *Compliance with Anti-Corruption Laws.* Neither the Company nor any of its Subsidiaries or their respective affiliates, nor any director, officer or employee thereof nor, to the Company's knowledge, any agent or representative of the Company or of any of its Subsidiaries or their respective affiliates, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment, giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to induce such government official to do or omit to do any act in violation of his lawful duties, influence official action or secure, obtain or retain business or any other improper advantage; (iii) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit; or (iv) will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of the Norwegian Penal Code, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Anti-Unfair Competition Law of the PRC, the Criminal Law of the PRC, or any applicable anti-corruption laws (collectively, the "**Anti-Corruption Laws**"); and the Company and its Subsidiaries and affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein; no investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Anti-Corruption Laws is pending or, to the best knowledge of the Company, threatened.

(y) *Compliance with Anti-Money Laundering Laws.* The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of all jurisdictions where the Company and its Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Law**s"), and no investigation, action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(z) *Compliance with Economic Sanctions.* (i) Neither the Company nor any of its Subsidiaries, nor any director, officer or employee thereof, nor, to the knowledge of the Company, any agent, affiliate or representative of the Company or any of its Subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by one or more Persons that are:

(A) the subject of any sanctions administered or enforced by the U.S. government, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), Her Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor

(B) located, organized or resident in, or a national, governmental entity or agent of, a country or territory that is, the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria).

(ii) The Company represents and covenants that the Company and its Subsidiaries will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is, or whose government is, the subject of Sanctions; or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) The Company represents and covenants that, for the past five years, the Company and its Subsidiaries have not knowingly engaged in, are not now engaged in, and will not knowingly engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(aa) *Title to Property.* (i) The Company and its Subsidiaries do not own any real property; (ii) each of the Company and its Subsidiaries has good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its Subsidiaries ; and (iii) any buildings held under lease by the Company and its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries.

(bb) *Company IT System*. The Company reasonably believes that (i) the Company, its subsidiaries own or have a valid right to access and use all computer systems, networks, hardware, software, databases, websites, and equipment used to process, store, maintain and operate data, information, and functions used in connection with the business of the Company, its Subsidiaries (the "**Company IT Systems**") in all material respects, (ii) the Company IT Systems are adequate for, and operate and perform as required in connection with, the operation of the business of the Company, its subsidiaries as currently conducted in all material respects and (iii) the Company and its subsidiaries have implemented reasonable backup, security and disaster recovery technology consistent with applicable regulatory standards;

(cc) *Possession of Intellectual Property.* Except as described in the Time of Sale Prospectus, the Company and its Subsidiaries own, possess, or have been authorized to use, or can acquire on reasonable terms sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets, inventions, technology, know-how and other intellectual property and similar rights, including registrations and applications for registration thereof (collectively, "**Intellectual Property Rights**") necessary or material to the conduct of the business now conducted in the Registration Statement, the Time of Sale Prospectus and the Prospectus, and the expected expiration of any such Intellectual Property Rights would not, individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in the Time of Sale Prospectus and the Prospectus, (i) there are no rights of third parties to any of the Intellectual Property Rights owned by the Company or its Subsidiaries; (ii) there is no infringement, misappropriation breach, default or other violation, or the occurrence of any event that with notice or the passage of time would constitute any of the foregoing, by the Company or its Subsidiaries or third parties of any of the Intellectual Property Rights of the Company or its Subsidiaries; (iii) there is no pending or threatened action, suit, proceeding or claim by others challenging the Company's or the Subsidiaries' rights in or to, or the violation of any of the terms of, any of their Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (iv) there is no pending or threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim; (v) there is no pending or threatened action, suit, proceeding or claim by others that the Company, any Subsidiary or any Affiliated Entity infringes, misappropriates or otherwise violates or conflicts with any Intellectual Property Rights or other proprietary rights of others and the Company is unaware of any other fact which would form a reasonable basis for any such claim; and (vi) none of the Intellectual Property Rights used by the Company or its Subsidiaries in their businesses has been obtained or is being used by the Company or its Subsidiaries in violation of any contractual obligation binding on the Company or its Subsidiaries in violation of the rights of any persons, except in each case covered by clauses (i) – (vi) such as would not, if determined adversely to the Company or its Subsidiaries, individually or in the aggregate, have a Material Adverse Effect.

(dd) *Merger or Consolidation.* Except as described in the Time of Sale Prospectus, neither the Company nor any of its Subsidiaries is a party to any effective memorandum of understanding, letter of intent, definitive agreement or any similar agreements with respect to a merger or consolidation or an acquisition or disposition of assets, technologies, business units or businesses which is required to be described in the Registration Statement, the Time of Sale Prospectus and the Prospectus and which is not so described.

(ee) *Termination of Contracts.* Neither the Company nor any of its Subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of the contracts or agreements referred to or described in the Time of Sale Prospectus and the Prospectus or filed as an exhibit to the Registration Statement, and no such termination or non-renewal has been threatened by the Company or any of its Subsidiaries, or to the best knowledge of the Company, any other party to any such contract or agreement.

(ff) *Absence of Labor Dispute; Compliance with Labor Law.* No labor dispute with the employees or third-party contractors of the Company or any of its Subsidiaries exists, or to the best knowledge of the Company, is imminent; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of the principal suppliers, service providers or business partners of the Company and its Subsidiaries that could have a Material Adverse Effect. The Company and its Subsidiaries are and have been in all times in compliance with all applicable labor laws and regulations in all material respects, and no governmental investigation or proceedings with respect to labor law compliance exists, or to the best knowledge of the Company, is imminent.

(gg) *Insurance*. Each of the Company and its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; neither the Company nor any of its Subsidiaries has been refused any insurance coverage sought or applied for; and neither the Company nor any of its Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost.

(hh) *Possession of Licenses and Permits.* Except as disclosed in the Time of Sale Prospectus and the Prospectus, (i) each of the Company and its Subsidiaries possesses all licenses, certificates, authorizations, declarations and permits issued by, and has made all necessary reports to and filings with, the appropriate national, local or foreign regulatory authorities having jurisdiction over the Company and each of its Subsidiaries and their respective assets and properties, for the Company and each of its Subsidiaries that are necessary to conduct their respective businesses; (ii) each of the Company and its Subsidiaries is in compliance with the terms and conditions of all such licenses, certificates, authorizations and permits; (iii) such licenses, certificates, authorizations and permits are valid and in full force and effect and contain no burdensome restrictions or conditions not described in the Time of Sale Prospectus or the Prospectus; (iv) neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such license, certificate, authorization or permit; (v) neither the Company nor any of its Subsidiaries has any reason to believe that any such license, certificate, authorization or permit will not be renewed in the ordinary course; except in the case of (i) and (v) above, where such failure to possess, file or renew would not have a Material Adverse Effect.

(ii) *Related Party Transactions.* No material relationships or material transactions, direct or indirect, exist between any of the Company or its Subsidiaries on the one hand and their respective shareholders, affiliates, officers and directors or any affiliates or family members of such persons on the other hand, except as described in the Time of Sale Prospectus and the Prospectus.

(jj) *PFIC Status.* Based on the Company's current income and assets and projections as to the value of its assets and the market value of its American Depositary Shares, including the current and anticipated valuation of its assets, the Company believes that it was not a Passive Foreign Investment Company ("**PFIC**") within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended, for its most recent taxable year and does not expect to be a PFIC for its current taxable year or in the foreseeable future.

(kk) *No Transaction or Other Taxes*. No transaction, stamp, capital or other documentary, issuance, registration, transaction, transfer, withholding, or other similar taxes or duties are payable by or on behalf of the Underwriters to the government of Norway, Ireland, the PRC, Hong Kong or Cayman Islands or any political subdivision or taxing authority thereof in connection with (i) the creation, allotment, issuance, and sale of the Shares by the Company or the deposit of the Shares with the Depositary and the Custodian, as defined in the Deposit Agreement (the "**Custodian**"), the issuance of the American Depositary Shares by the Depositary, and the delivery of the American Depositary Shares to or for the account of the Underwriters, (ii) the purchase from the Company of the Shares and the initial sale and allotment of the American Depositary Shares representing the Shares to purchasers thereof by the Underwriters, or (iii) the execution, delivery or performance of this Agreement or the Deposit Agreement; except that Cayman Islands and PRC stamp duty may be payable in the event that this Agreement or the Deposit Agreement is executed in or brought within the jurisdiction of the Cayman Islands or the PRC, as applicable.

(ll) *Independent Accountants.* KPMG AS, whose reports on the consolidated financial statements of the Company are included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, are independent registered public accountants with respect to the Company as required by the Securities Act and by the rules of the Public Company Accounting Oversight Board.

(mm) *Financial Statements.* The financial statements included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, together with the related notes and schedules thereto, present fairly the consolidated financial position of the Company and the Subsidiaries as of the dates indicated and the consolidated results of operations, cash flows and changes in equity of the Company for the periods specified and have been prepared in compliance as to form in all material respects with the applicable accounting requirements of the Securities Act and the related rules and regulations adopted by the Commission and in conformity with the International Financial Reporting Standards applied on a consistent basis during the periods involved; the other financial data contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus are accurately and fairly presented and prepared on a basis consistent with the financial statements and books and records of the Company; there are no financial statements (historical or pro forma) that are required to be included in the Registration Statement, the Time of Sale Prospectus or the Prospectus that are not included as required; and the Company and the Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations) not described in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(nn) *Critical Accounting Policies.* The section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Time of Sale Prospectus and the Prospectus accurately and fairly describes (i) the accounting policies that the Company believes are the most important in the portrayal of the Company's financial condition and results of operations and that require management's most difficult subjective or complex judgment; (ii) the material judgments and uncertainties affecting the application of critical accounting policies and estimates; (iii) the likelihood that materially different amounts would be reported under different conditions or using different assumptions and an explanation thereof; (iv) all material trends, demands, commitments and events known to the Company, and uncertainties, and the potential effects thereof, that the Company believes would materially affect its liquidity and are reasonably likely to occur; and (v) all off-balance sheet commitments and arrangements of the Company and its Subsidiaries, if any. The Company's directors and management have reviewed and agreed with the selection, application and disclosure of the Company's critical accounting policies as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus and have consulted with its independent accountants with regards to such disclosure.

(oo) *Internal Controls and Compliance with the Sarbanes-Oxley Act.* Except as disclosed in the Time of Sale Prospectus and the Prospectus, the Company maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting and legal and regulatory compliance controls (collectively, "**Internal Controls**") which are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with the International Financial Reporting Standards and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Time of Sale Prospectus and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(pp) *Absence of Accounting Issues.* The Company has not received any notice, oral or written, from the Board stating that it is reviewing or investigating, and neither the Company's independent auditors nor its internal auditors have recommended that the Board review or investigate, (i) adding to, deleting, changing the application of, or changing the Company's disclosure with respect to, any of the Company's material accounting policies or (ii) any matter which could result in a restatement of the Company's financial statements for any annual or interim period during the current or prior two fiscal years.

(qq) *Operating and Other Company Data.* All operating and other Company data disclosed in the Registration Statement, the Time of Sale Prospectus and the Prospectus, including but not limited to MAU, average MAU, average user time spent, page views, minutes of video viewing, are true and accurate in all material respects.

(rr) *Third-party Data.* Any statistical, industry-related and market-related data included in the Registration Statement, the Time of Sale Prospectus or Prospectus are based on or derived from sources that the Company reasonably and in good faith believes to be reliable and accurate, and such data agree with the sources from which they are derived, and the Company has obtained the written consent for the use of such data from such sources to the extent required.

(ss) *Registration Statement Exhibits.* There are no legal or governmental proceedings or contracts or other documents of a character required to be described in the Registration Statement, the ADS Registration Statement or the Form 8-A Registration Statement or, in the case of documents, to be filed as exhibits to the Registration Statement, that are not described or filed as required.

(tt) *No Unapproved Marketing Documents.* The Company has not distributed and, prior to the later to occur of any delivery date and completion of the distribution of the Shares, will not distribute any offering material in connection with the offering and sale of the Shares other than the preliminary prospectus filed as part of the Registration Statement or as part of any amendment thereto, the Prospectus and any issuer free writing prospectus to which the Representatives have consented, as set forth on Schedule II hereto.

(uu) *Payments of Dividends; Payments in Foreign Currency.* Except as described in the Time of Sale Prospectus and Prospectus, (i) none of the Company nor any of its Subsidiaries is prohibited, directly or indirectly, from (A) paying any dividends or making any other distributions on its share capital, (B) making or repaying any loan or advance to the Company or any other Subsidiary or (C) transferring any of its properties or assets to the Company or any other Subsidiary; and (ii) all dividends and other distributions declared and payable upon the share capital of the Company or any of its Subsidiaries (A) may be converted into United States dollars, that may be freely transferred out of such Person's jurisdiction of incorporation, without the consent, approval, authorization or order of, or qualification with, any court or governmental agency or body in such Person's jurisdiction of incorporation or tax residence; and (B) are not and will not be subject to withholding, value added or other taxes under the currently effective laws and regulations of such Person's jurisdiction of incorporation, without the necessity of obtaining any consents, approvals, authorizations, orders, registrations, clearances or qualifications of or with any court or governmental agency or body having jurisdiction over such Person.

(vv) *Foreign Private Issuer.* The Company is a "foreign private issuer" within the meaning of Rule 405 under the Securities Act.

(ww) *Absence of Manipulation.* None of the Company, the Subsidiaries or, to the best knowledge of the Company, any of their respective directors, officers, affiliates or controlling persons has taken, directly or indirectly, any action which was designed to cause or result in, or that has constituted or which might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares and the American Depositary Shares.

(xx) *No Sale, Issuance and Distribution of Shares.* Except as described in the Time of Sale Prospectus and the Prospectus, the Company has not sold, issued or distributed any Ordinary Shares during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act, other than shares issued pursuant to employee benefit plans , qualified stock option plans or other employee compensation plans or pursuant to outstanding options, rights or warrants.

(yy) *No Immunity.* None of the Company, the Subsidiaries or any of their respective properties, assets or revenues has any right of immunity, under the laws of the Cayman Islands, Norway, Ireland, Hong Kong, the PRC, the State of New York or the United States, from any legal action, suit or proceeding, the giving of any relief in any such legal action, suit or proceeding or counterclaim, the jurisdiction of any Cayman Islands, Norway, Ireland, Hong Kong, PRC, New York or United States federal court, service of process, attachment upon or prior to judgment, or attachment in aid of execution of judgment, or execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement or the Deposit Agreement; and, to the extent that the Company, any of the Subsidiaries or any of their respective properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings may at any time be commenced, each of the Company and the Subsidiaries waives or will waive such right to the extent permitted by law and has consented to such relief and enforcement as provided in Section 13 hereof and Section 7.7 of the Deposit Agreement.

(zz) *Validity of Choice of Law.* The choice of the laws of the State of New York as the governing law of this Agreement and the Deposit Agreement is a valid choice of law under the laws of the Cayman Islands, Norway, Ireland, Hong Kong and the PRC and will be recognized by courts in the Cayman Islands, Norway, Ireland, Hong Kong and the PRC. The Company has the power to submit, and pursuant to Section 13 hereof and Section 7.6 of the Deposit Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each New York State and United States Federal court sitting in The City of New York (each, a "**New York Court**") and has validly and irrevocably waived any objection to the laying of venue of any suit, action or proceeding brought in any such court; and the Company has the power to designate, appoint and empower, and pursuant to Section 13 hereof and Section 7.6 of the Deposit Agreement, has legally, validly, effectively and irrevocably designated, appointed and empowered, an authorized agent for service of process in any action arising out of or relating to this Agreement, the Deposit Agreement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the Registration Statement, the ADS Registration Statement or the offering of the Shares or the American Depositary Shares in any New York Court, and service of process effected on such authorized agent will be effective to confer valid personal jurisdiction over the Company as provided in Section 13 hereof and Section 7.6 of the Deposit Agreement.

(aaa) *Enforceability of Judgment.* Except as described in the Time of Sale Prospectus and the Prospectus, any final and conclusive judgment for a fixed or readily calculable sum of money rendered by a New York Court having jurisdiction under its own domestic laws in respect of any suit, action or proceeding against the Company based upon this Agreement or the Deposit Agreement would be recognized against the Company and would give judgement based thereon in the Cayman Islands, Norway, Ireland and the PRC, provided that (i) with respect to courts of the Cayman Islands, such judgment (A) is given by a foreign court of competent jurisdiction, (B) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given and is final, (C) is not in respect of taxes, a fine or a penalty, and (D) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands, (ii) with respect to courts of the PRC, (A) adequate service of process has been effected and the defendant has had a reasonable opportunity to be heard, (B) such judgments or the enforcement thereof are not contrary to the law, public policy, security or sovereignty of the PRC, (C) such judgments were not obtained by fraudulent means and do not conflict with any other valid judgment in the same matter between the same parties and (D) an action between the same parties in the same matter is not pending in any PRC court at the time the lawsuit is instituted in a foreign court, and (iii) with respect to courts of Ireland (A) the courts are satisfied (on the basis of Irish conflicts of laws) that the New York Court was a court of competent jurisdiction; (B) the judgment has not been obtained or alleged to have been obtained by fraud or a trick; (C) the decision of the New York Court and the enforcement thereof was not and would not be contrary to natural or constitutional justice under Irish law; (D) the enforcement of the judgment would not be contrary to public policy as understood by the Irish courts or constitute the enforcement of a judgment of a penal or revenue nature; (E) the judgment is not inconsistent with a judgment of the Irish courts in respect of the same matter; (F) the judgment is final and conclusive and is for a debt or definite sum of money; (G) the procedural rules of the New York Court and the Irish courts have been observed; (H) no fresh evidence is adduced by any party thereto which could not have been discovered prior to the judgment of the New York Court by reasonable diligence by such party and which shows such judgment to be erroneous; and (I) there is a practical benefit to the party in whose favour the judgment of the New York Court is made in seeking to have that judgment enforced in Ireland; and (iv) with respect to courts of Norway (A) the respective parties have agreed on and submitted in writing to the exclusive jurisdiction of the relevant court or tribunal, (B) the decision obtained is final, non-appealable, conclusive and enforceable in and pursuant to the laws of the country in which it has been passed, (C) the decision relates to issues where freedom of contract apply and no mandatory rules on jurisdiction or overriding mandatory provisions are applicable, including (I) interest in land or concerns certain rights in respect of property, (II) validity of the constitution, the nullity or the dissolution of companies or other persons, or the validity of the resolutions of their decision-making bodies, (III) any debt settlement negotiations, bankruptcy, insolvency, liquidation, enforcement or similar proceedings in respect of the relevant Norwegian company, and (IV) the acceptance and enforcement of the decision are not considered to be in conflict with decency or Norwegian mandatory law or public policy. The Company is not aware of any reason why the enforcement in the Cayman Islands, the PRC, Ireland or Norway of such a New York Court judgment would be, as of the date hereof, contrary to public policy of the Cayman Islands, the PRC or Ireland.

(bbb) *No Finder's Fee.* There are no contracts, agreements or understandings between the Company or its Subsidiaries and any person that would give rise to a valid claim against the Company or its Subsidiaries or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering, or any other arrangements, agreements, understandings, payments or issuance with respect to the Company and its Subsidiaries and or any of their respective officers, directors, shareholders, partners, employees or affiliates that may affect the Underwriters' compensation as determined by the Financial Industry Regulatory Authority ("**FINRA**").

(ccc) *No Broker-Dealer Affiliation.* There are no affiliations or associations between (i) any member of FINRA and (ii) the Company or any of its Subsidiaries or, to the best knowledge of the Company, any of their respective officers, directors or 5% or greater security holders or any beneficial owner of the Company's unregistered equity securities that were acquired at any time on or after the 180th day immediately preceding the date that the Registration Statement was initially filed with the Commission.

(ddd) *Compliance with Foreign Laws*. The Registration Statement, the Prospectus, the Time of Sale Prospectus and any preliminary prospectus comply, and any amendments or supplements thereto will comply, with any applicable laws or regulations of foreign jurisdictions in which the Prospectus, the Time of Sale Prospectus or any preliminary prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Share Program. No consent, approval, authorization or order of, or qualification with, any governmental body or agency, other than those obtained, is required in connection with the offering of the Directed American Depositary Shares in any jurisdiction where the Directed American Depositary Shares are being offered.

(eee) *Absence of Unlawful Influence.* The Company has not offered, or caused the Designated Underwriter or its affiliates to offer, Directed American Depositary Shares to any person pursuant to the Directed Share Program with the specific intent to unlawfully influence (i) a customer or supplier of the Company to alter the customer's or supplier's level or type of business with the Company, or (ii) a trade journalist or publication to write or publish favorable information about the Company or its services or products.

(fff) *Representation of Officers.* Any certificate signed by any officer of the Company and delivered to the Representatives or counsel to the Underwriters in connection with the offering shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

(ggg) *Tax Filings.* (i) The Company and each of its Subsidiaries have filed all national, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof and have paid all taxes required to be paid thereon (except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided, or where the failure to file such tax returns or pay such taxes would not, individually or in the aggregate, result in a Material Adverse Effect), and no tax deficiency has been determined adversely to the Company or any of its Subsidiaries which has had (nor does the Company nor any of its Subsidiaries have any notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Company or its Subsidiaries and which could reasonably be expected to have) a Material Adverse Effect. (ii) To the best knowledge of the Company after due and careful inquiry, all local and national governmental tax holidays, exemptions, waivers, financial subsidies, and other local and national tax relief, concessions and preferential treatment enjoyed by the Company or any of the Subsidiaries as described in the Registration Statement, the Time of Sale Prospectus and the Prospectus are valid, binding and enforceable and do not violate any applicable laws, regulations, rules, orders, decrees, guidelines, judicial interpretations, notices or other legislation.

(hhh) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus (including all amendments and supplements thereto) has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(iii) *Concurrent Private Placement*. The issuance and sale of Ordinary Shares by the Company to Tospring Technology Limited ("**Bitmain**"), IDG China Capital Fund III L.P. ("**IDG Capital Fund**") and IDG China Capital III Investors L.P. ("**IDG Capital Investors**") pursuant to subscription agreements each dated June 26, 2018 (the "**Private Placement**") was conducted in accordance with Regulation S under the Securities Act and all requirements of Regulation S were duly complied with by the Company, Bitmain, IDG Capital Fund and IDG Capital Investors. The Private Placement will not be integrated with the offering of the Shares hereunder pursuant to applicable rules and regulations issued under the Securities Act.

2. ***Agreements to Sell and Purchase.***

The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the number of Firm Shares set forth in Schedule I hereto at US$[●] American Depositary Share (the "**Purchase Price**").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company hereby agrees to sell to the Underwriters the Additional Shares, and the Underwriters shall have the right to purchase, severally and not jointly, up to 2,880,000 Additional Shares in the form of 1,440,000 American Depositary Shares at the Purchase Price. The Representatives may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of this Agreement. Any exercise notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Each purchase date must be at least two business days after the written notice is given and may not be earlier than the closing date for the Firm Shares nor later than ten business days after the date of such notice. On each day, if any, that Additional Shares are to be purchased (an "**Option Closing Date**"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Additional Shares to be purchased on such Option Closing Date as the number of Firm Shares set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

3. ***Terms of Public Offering.*** The Company is advised by the Representatives that the Underwriters propose to make a public offering of their respective portions of the Shares in the form of American Depositary Shares as soon after the Registration Statement and this Agreement have become effective as in the judgment of the Representatives is advisable. The Company is further advised by the Representatives that the Shares are to be offered to the public initially at US$[●] per American Depositary Share (the "**Public Offering Price**") and to certain dealers selected by the Representatives at a price that represents a concession not in excess of US$[●] per American Depositary Share under the Public Offering Price.

4. ***Payment and Delivery.***

(a) Payment for the Firm Shares to be sold by the Company shall be made to the Company in Federal or other funds immediately available in New York City to the account specified by the Company to the Underwriters at least forty-eight hours in advance of such payment against delivery of such Firm Shares for the respective accounts of the several Underwriters at [*time*], New York City time, on [*date*], or at such other time on the same or such other date, not later than [*date*], as shall be designated in writing by the Representatives. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

(b) Payment for any Additional Shares shall be made to the Company in Federal or other funds immediately available in New York City to the account specified by the Company to the Underwriters at least forty-eight hours in advance of such payment against delivery of such Additional Shares for the respective accounts of the several Underwriters at [*time*], New York City time, on the date specified in the corresponding notice described in Section 2 hereof or at such other time on the same or on such other date, in any event not later than [*date*] as shall be designated in writing by the Representatives.

(c) The American Depositary Shares to be issued and allotted to each Underwriter shall be delivered in book entry form, and in such denominations and registered in such names as the Representatives may request in writing not later than one full business day prior to the Closing Date or an Option Closing Date, as the case may be. Such American Depositary Shares shall be delivered by or on behalf of the Company to the Representatives through the facilities of the Depository Trust Company ("**DTC**"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal or other immediately available funds to the account(s) specified by the Company to the Representatives at least forty-eight hours in advance of such payment on the Closing Date or Option Closing Date, as the case may be, or at such other time and date as shall be designated in writing by the Representatives. The Purchase Price payable by the Underwriters shall be reduced by (i) any transfer taxes paid by, or on behalf of, the Underwriters in connection with the transfer of the Shares to the Underwriters duly paid and (ii) any withholding required by law. The Company will cause the certificates representing the Shares to be made available for inspection at least 24 hours prior to the Closing Date or Option Closing Date, as the case may be.

5. ***Conditions to the Underwriters' Obligations.*** The obligations of the Company to sell the Shares to the Underwriters and the several obligations of the Underwriters to purchase and pay for the Shares on the Closing Date and each Option Closing Date are subject to the condition that the Registration Statement shall have become effective not later than [***time***] (New York City time) on the date hereof.

The several obligations of the Underwriters are subject to the following further conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date or an Option Closing Date, as the case may be, there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its Subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus as of the date of this Agreement that, in the judgment of the Representatives, is material and adverse and that makes it, in the judgment of the Representatives, impracticable or inadvisable to market the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the date hereof a certificate, dated such date, signed by an executive officer of the Company, describing certain financial matters, in form and substance satisfactory to the Underwriters.

(c) The Underwriters shall have received on the Closing Date or Option Closing Date, as the case may be, a certificate, dated such date, signed by an executive officer of the Company, to the effect set forth in Section 5(a) hereof and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date or Option Closing Date, as the case may be, and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before such date (and the officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened) and with respect to such other matters as the Representatives may reasonably require.

(d) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, a certificate, dated such date and signed by the chief financial officer of the Company with respect to certain operating data and financial figures contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus, in form and substance satisfactory to the Underwriters.

(e) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion (including with respect to certain customary U.S. federal income tax matters) and negative assurance letter of Kirkland & Ellis International LLP, U.S. counsel for the Company, dated the Closing Date or Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters.

(f) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion of Maples and Calder (Hong Kong) LLP, Cayman Islands counsel for the Company, dated the Closing Date or Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters.

(g) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion of Wikborg Rein, Norwegian counsel for the Company, dated the Closing Date or Option Closing Date, as the case may be, a copy of which shall have been provided to the Underwriters, in form and substance reasonably satisfactory to the Underwriters.

(h) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion of Kirkland & Ellis International LLP , Hong Kong counsel for the Company, dated the Closing Date or Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters.

(i) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion of McCann FitzGerald, Irish counsel for the Company, dated the Closing Date or Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters.

At the request of the Company, the opinions of counsel for the Company described above shall be addressed to the Underwriters and shall so state therein.

(j) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion and negative assurance letter of Wilson Sonsini Goodrich & Rosati, U.S. counsel for the Underwriters, dated the Closing Date or Option Closing Date, as the case may be, in form and substance satisfactory to the Underwriters.

(k) The Underwriters shall have received on the Closing Date or an Option Closing Date, as the case may be, an opinion of Emmet, Marvin & Martin, LLP, counsel for the Depositary, dated the Closing Date or Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters.

(l) The Underwriters shall have received, on each of the date hereof and the Closing Date or Option Closing Date, as the case may be, a letter dated such date, in form and substance satisfactory to the Underwriters, from KPMG AS, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to the Underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(m) The "lock-up" letters, each substantially in the form of Exhibit A hereto, executed by the individuals and entities listed on Schedule IV relating to sales and certain other dispositions of Ordinary Shares or certain other securities, delivered to the Representatives on or before the date hereof, shall be in full force and effect on the Closing Date.

(n) The Company and the Depositary shall have executed and delivered the Deposit Agreement and the Deposit Agreement shall be in full force and effect on the Closing Date. The Company and the Depositary shall have taken all actions necessary to permit the deposit of the Shares and the issuance of the American Depositary Shares representing such Shares in accordance with the Deposit Agreement.

(o) The Depositary shall have furnished or caused to be furnished to the Underwriters a certificate satisfactory to the Representatives of one of its authorized officers with respect to the deposit with it of the Shares against issuance of the American Depositary Shares, the execution, issuance, countersignature and delivery of the American Depositary Shares pursuant to the Deposit Agreement and such other matters related thereto as the Representatives may reasonably request.

(p) The American Depositary Shares representing the Shares shall have been approved for listing on the NASDAQ, subject to only official notice of issuance.

(q) If the Company elects to rely upon Rule 462(b) under the Securities Act, the Company shall have filed a Rule 462 Registration Statement with the Commission in compliance with Rule 462(b) promptly after 4:00 p.m., New York City time, on the date of this Agreement, and the Company shall have at the time of filing either paid to the Commission the filing fee for the Rule 462 Registration Statement or given irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Securities Act.

(r) The Company shall have filed the Prospectus with the Commission (including the information required by Rule 430A under the Securities Act) in the manner and within the time period required by Rule 424(b) under the Securities Act; or the Company shall have filed a post-effective amendment to the Registration Statement containing the information required by such Rule 430A, and such post-effective amendment shall have become effective.

(s) No stop order suspending the effectiveness of the Registration Statement, the ADS Registration Statement, any Rule 462 Registration Statement, or any post-effective amendment to the Registration Statement, shall be in effect and no proceedings for such purpose shall have been instituted or threatened by the Commission.

(t) FINRA shall not have raised any objection with respect to the fairness or reasonableness of the underwriting, or other arrangements of the transactions contemplated hereby.

(u) On the Closing Date or an Option Closing Date, as the case may be, the Representatives and counsel for the Underwriters shall have received such information, documents, certificates and opinions as they may reasonably require for the purposes of enabling them to pass upon the accuracy and completeness of any statement in the Registration Statement, the Time of Sale Prospectus and the Prospectus, issuance and sale of the Shares as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

The several obligations of the Underwriters to purchase Additional Shares hereunder are subject to the delivery to the Representatives on the applicable Option Closing Date of such documents as the Representatives may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares to be sold on such Option Closing Date and other matters related to the issuance of such Additional Shares.

6. ***Covenants of the Company.***

The Company, in addition to its other agreements and obligations hereunder, covenants with each Underwriter as follows:

(a) To file the Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A under the Securities Act.

(b) To furnish to the Representatives, without charge, signed copies of the Registration Statement and the ADS Registration Statement (including, in each case, exhibits thereto) reasonably requested by the Representatives and for delivery to each other Underwriter a conformed copy of the Registration Statement and the ADS Registration Statement (in each case, without exhibits thereto) and to furnish to the Representatives in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Sections 6(f) or 6(g) hereof, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(c) Before amending or supplementing the Registration Statement, the ADS Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to the Representatives a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which the Representatives reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(d) To furnish to the Representatives a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(e) Without the prior consent of the Representatives, not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(f) If the Time of Sale Prospectus is being used to solicit offers to buy the Shares at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(g) If, during such period after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Representatives will furnish to the Company) to which Shares may have been sold by the Representatives on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(h) To endeavor to qualify the Shares and the American Depositary Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request.

(i) To advise the Representatives promptly and confirming such advice in writing, of any request by the Commission for amendments or supplements to the Registration Statement, the ADS Registration Statement, the Form 8-A Registration Statement, any Time of Sale Prospectus, Prospectus or free writing prospectus or for additional information with respect thereto, or of notice of institution of proceedings for, or the entry of a stop order, suspending the effectiveness of the Registration Statement or the ADS Registration Statement and, if the Commission should enter a stop order suspending the effectiveness of the Registration Statement or the ADS Registration Statement, to use its best efforts to obtain the lifting or removal of such order as soon as possible.

(j) To make generally available to the Company's security holders and to the Representatives as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder (including but not limited to Rule 158 under the Securities Act).

(k) During the period when the Prospectus is required to be delivered under the Securities Act, to file all documents required to be filed with the Commission pursuant to the Exchange Act within the time periods required by the Exchange Act and the rules and regulations of the Commission thereunder; during the five-year period after the date of this Agreement, to furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to shareholders for such year; and to furnish to the Representatives (i) as soon as available, a copy of each report of the Company filed with or furnished to the Commission under the Exchange Act or mailed to shareholders, and (ii) from time to time, such other information concerning the Company as the Representatives may reasonably request. However, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its EDGAR reporting system, it is not required to furnish such reports or statements filed through EDGAR to the Underwriters.

(l) To apply the net proceeds to the Company from the sale of the Shares in the manner set forth under the heading "Use of Proceeds" in the Time of Sale Prospectus and to file such reports with the Commission with respect to the sale of the Shares and the application of the proceeds therefrom as may be required by Rule 463 under the Securities Act; not to invest, or otherwise use the proceeds received by the Company from its sale of the American Depositary Shares in such a manner (i) as would require the Company or any of the Subsidiaries to register as an investment company under the 1940 Act, and (ii) that would result in the Company being not in compliance with any applicable laws, rules and regulations of the State Administration of Foreign Exchange of the PRC.

(m) Not to take, and to cause each of its Subsidiaries not to, take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares or the American Depositary Shares.

(n) (i) To indemnify and hold harmless the Underwriters against any transaction, stamp, capital or other issuance, registration, documentary, transaction, transfer, withholding, or other similar taxes or duties (other than taxes imposed on the net income of an Underwriter), including any interest and penalties, on the creation, allotment, issue and sale of the Shares or American Depositary Shares by the Company to the Underwriters and on the execution and delivery of, and the performance of the obligations (including the initial resale and delivery of the American Depositary Shares by the underwriters) under, this Agreement or the Deposit Agreement and on bringing any such document within any jurisdiction; and (ii) to ensure that all payments to be made by the Company hereunder shall be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties or governmental charges whatsoever unless the Company is compelled by law to deduct or withhold such taxes, duties or charges. In that event, the Company shall pay such additional amounts as may be necessary in order that the net amounts received after such withholding or deduction shall equal the amounts that would have been received if no withholding or deduction had been made; provided, however, that no such additional amounts shall be paid in respect of any such taxes, duties or charges to the extent such taxes, duties or charges (i) are imposed by reason of a present or former connection between the recipient and the jurisdiction imposing such taxes, duties or charges (other than a connection that would not have arisen solely but for the transactions contemplated by this Agreement) or (ii) would not have been imposed but for the failure of the recipient to provide, upon request, any customary or required certification, identification or other documentation concerning such recipient's nationality, residence, identity or connection with the jurisdiction imposing such taxes, duties or charges.

(o) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed American Depositary Shares are offered in connection with the Directed Share Program.

(p) In connection with the Directed Share Program, to ensure that the Directed American Depositary Shares will be restricted to the extent required by FINRA or the FINRA rules from sale, transfer, assignment, pledge or hypothecation for a period of six months following the date of the effectiveness of the Registration Statement (it being understood that the Designated Underwriter will notify the Company as to which Participants will need to be so restricted); and to direct the transfer agent to place stop transfer restrictions upon such securities for such period of time.

(q) To comply with all applicable securities and other applicable laws, rules and regulations in each foreign jurisdiction in which the Directed American Depositary Shares are offered in connection with the Directed Share Program.

(r) To comply with the terms of the Deposit Agreement so that the American Depositary Shares will be issued by the Depositary and delivered to each Underwriter's participant account in DTC, pursuant to this Agreement on the Closing Date and each applicable Option Closing Date.

(s) (i) not to attempt to avoid any judgment in connection with this Agreement obtained by it, applied to it, or denied to it in a court of competent jurisdiction outside the Cayman Islands; (ii) following the consummation of the offering, to use its reasonable efforts to obtain and maintain all approvals required in the Cayman Islands to pay and remit outside the Cayman Islands all dividends declared by the Company and payable on the Ordinary Shares, if any; and (iii) to use its reasonable efforts to obtain and maintain all approvals, if any, required in the Cayman Islands for the Company to acquire sufficient foreign exchange for the payment of dividends and all other relevant purposes.

(t) To implement and maintain effective measures in compliance with laws and regulations in all material respects in the European Union and other applicable jurisdictions concerning user privacy, rights of publicity, data protection, content, intellectual property, distribution, electronic contracts and other communications, competition, protection of minors, consumer protection, taxation and other applicable aspects of the Company's operations.

(u) To promptly notify the Representatives if the Company ceases to be an Emerging Growth Company at any time prior to the later of (a) completion of the distribution of the Shares within the meaning of the Securities Act and (b) completion of the Restricted Period (as defined in this Section 6 hereof).

(v) If at any time following the distribution of any Written Testing-the-Waters Communication there occurred or occurs an event or development as a result of which such Written Testing-the-Waters Communication, when considered together with the Time of Sale Prospectus, included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, to promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

(w) To deliver to each Underwriter (or its agent), prior to or at the Closing Date, a properly completed and executed Internal Revenue Service ("IRS") Form W-9 or an IRS Form W-8, as appropriate, together with all required attachments to such form.

(x) Without the prior written consent of the Representatives on behalf of the Underwriters, not to, during the period ending 180 days after the date of the Prospectus (the "**Restricted Period**"), (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares, American Depositary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares or American Depositary Shares or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Ordinary Shares or American Depositary Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Ordinary Shares, American Depositary Shares or such other securities, in cash or otherwise or (iii) file any registration statement with the Commission relating to the offering of any Ordinary Shares, American Depositary Shares or any securities convertible into or exercisable or exchangeable for Ordinary Shares or American Depositary Shares.

The restrictions contained in the preceding paragraph shall not apply to (i) the Shares to be sold hereunder, (ii) issuance and sale of Ordinary Shares by the Company to Bitmain IDG Capital Fund and IDG Capital Investors in the Private Placement; or (iii) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Ordinary Shares, provided that (A) such plan does not provide for the transfer of Ordinary Shares during the Restricted Period and (B) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Ordinary Shares may be made under such plan during the Restricted Period.

If the Representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 5 hereof for an officer or director of the Company and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Exhibit B hereto through a major news service at least two business days before the effective date of the release or waiver.

(y) Without the prior written consent of the Representatives on behalf of the Underwriters, not to, during the Restricted Period, permit or authorize the conversion of any RSUs awarded under the Restricted Share Unit (RSU) Plan effective April 7, 2017 of the Company into Ordinary Shares.

7. [**Expenses** Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company agrees to pay or cause to be paid all expenses and fees incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Shares and the American Depositary Shares under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, the ADS Registration Statement, the Form 8-A Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Shares and the American Depositary Shares to the Underwriters, including any transfer or other similar taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or legal investment memorandum or any other document in connection with the offer, purchase, sale and delivery of the Shares or the American Depositary Shares under state securities laws and all expenses in connection with the qualification of the Shares and American Depositary Shares for offer and sale under state securities laws as provided in Section 6(h) hereof, (iv) all filing fees in connection with the review and qualification of the offering of the Shares by FINRA, (v) the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Shares by FINRA (not to exceed US$20,000) (vi) all fees and expenses in connection with the preparation and filing of the registration statement on Form 8-A relating to the American Depositary Shares and all costs and expenses incident to listing the Shares on the NASDAQ, (vii) the cost of printing certificates representing the Shares or the American Depositary Shares, (viii) the costs and charges of any transfer agent, registrar or depositary, (ix) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the American Depositary Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, expenses associated with hosting investor meetings or luncheons, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel, meals and lodging expenses of any such consultants and the Company's representatives, and the cost of any vehicle or aircraft chartered for the purpose of the road show, provided, however, for purposes of this clause (ix), consultants and representatives shall not include the Underwriters or any of their employees, and (x) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 9 entitled "Indemnity and Contribution", Section 10 entitled "Directed Share Program Indemnification" and the last paragraph of Section 12 hereof, the Underwriters will pay all of their costs and expenses including stock transfer taxes payable on resale of any of the Shares by them and any advertising expenses connected with any offers they may make.]

8. ***Covenants of the Underwriters***. Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of such Underwriter.

9. ***Indemnity and Contribution.***

(a) The Company agrees to indemnify and hold harmless each Underwriter, each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act, each director, officer and employee of the any of the foregoing, the selling agents of each Underwriter, and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and , from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, the ADS Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any road show as defined in Rule 433(h) under the Securities Act (a "**road show**"), or the Prospectus or any amendment or supplement thereto, or any Written Testing-the-Waters Communication caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Underwriter and each such director, officer, employee or controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter, director, officer, employee or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(b) hereof).

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, the directors of the Company, the officers of the Company who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus or the Prospectus or any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the concession figures appearing in the [third] paragraph, the disclosure on sales to discretionary accounts appearing in the [seventh] paragraph and the addresses of the Representatives appearing in the [nineteenth] paragraph under the caption "Underwriting" (the "**Underwriter Information**").

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 9(a) or 9(b) hereof, such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the (i) fees and expenses of more than one separate firm (in addition to any local counsel) for all Underwriters and all persons, if any, who control any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act or who are affiliates of any Underwriter within the meaning of Rule 405 under the Securities Act, (ii) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons and affiliates of any Underwriters, such firm shall be designated in writing by the Representatives. In the case of any such separate firm for the Company, and such directors, officers and control persons of the Company, such firm shall be designated in writing by the Company. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding, and (y) does not include any statement as to, or any admission of, fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 9(a) or 9(b) hereof, is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party or parties on the other hand from the offering of the Shares or (ii) if the allocation provided by clause 9(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 9(d)(i) above but also the relative fault of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate Public Offering Price of the Shares. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the respective number of Shares they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(d) hereof. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 9(d) hereof shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Shares exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 9 and Section 6(n) hereof and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of (A) any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter, or (B) the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Shares.

10. ***Directed Share Program Indemnification.***

(a) The Company agrees to indemnify and hold harmless the Designated Underwriter, each person, if any, who controls the Designated Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of the Designated Underwriter within the meaning of Rule 405 of the Securities Act, and each director, officer and any employee of any of the foregoing (collectively, the "**Designated Underwriter Entities**", each, a "**Designated Underwriter Entity**") from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (i) caused by any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Company for distribution to Participants in connection with the Directed Share Program or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) caused by the failure of any Participant to pay for and accept delivery of Directed American Depositary Shares that the Participant agreed to purchase; or (iii) related to, arising out of, or in connection with the Directed Share Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined by a court of competent jurisdiction to have resulted from the bad faith or gross negligence of the Designated Underwriter Entities.

(b) In case any proceeding (including any governmental investigation) shall be instituted involving any Designated Underwriter Entity in respect of which indemnity may be sought pursuant to Section 10(a) hereof, the Designated Underwriter Entity seeking indemnity shall promptly notify the Company in writing and the Company, upon request of the Designated Underwriter Entity, shall retain counsel reasonably satisfactory to the Designated Underwriter Entity to represent the Designated Underwriter Entity and any others the Company may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any Designated Underwriter Entity shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Designated Underwriter Entity unless (i) the Company shall have agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the Company and the Designated Underwriter Entity and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company shall not, in respect of the legal expenses of the Designated Underwriter Entities in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Designated Underwriter Entities. Any such separate firm for the Designated Underwriter Entities shall be designated in writing by Designated Underwriter. The Company shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Company agrees to indemnify the Designated Underwriter Entities from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time a Designated Underwriter Entity shall have requested the Company to reimburse it for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the Company agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Company of the aforesaid request and (ii) the Company shall not have reimbursed the Designated Underwriter Entity in accordance with such request prior to the date of such settlement. The Company shall not, without the prior written consent of Designated Underwriter, effect any settlement of any pending or threatened proceeding in respect of which any Designated Underwriter Entity is or could have been a party and indemnity could have been sought hereunder by such Designated Underwriter Entity, unless such settlement includes an unconditional release of the Designated Underwriter Entities from all liability on claims that are the subject matter of such proceeding.

(c) To the extent the indemnification provided for in Section 10(a) hereof is unavailable to a Designated Underwriter Entity or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then the Company in lieu of indemnifying the Designated Underwriter Entity thereunder shall contribute to the amount paid or payable by the Designated Underwriter Entity as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Designated Underwriter Entities on the other hand from the offering of the Directed American Depositary Shares or (ii) if the allocation provided by clause 10(c)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 10(c)(i) above but also the relative fault of the Company on the one hand and of the Designated Underwriter Entities on the other hand in connection with any statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Designated Underwriter Entities on the other hand in connection with the offering of the Directed American Depositary Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Directed American Depositary Shares (before deducting expenses) and the total underwriting discounts and commissions received by the Designated Underwriter Entities for the Directed American Depositary Shares bear to the aggregate Public Offering Price of the Directed American Depositary Shares. If the loss, claim, damage or liability is caused by an untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact, the relative fault of the Company on the one hand and the Designated Underwriter Entities on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement or the omission or alleged omission relates to information supplied by the Company or by the Designated Underwriter Entities and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(d) The Company and the Designated Underwriter Entities agree that it would not be just or equitable if contribution pursuant to this Section 10 were determined by *pro rata* allocation (even if the Designated Underwriter Entities were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 10(c) hereof. The amount paid or payable by the Designated Underwriter Entities as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by the Designated Underwriter Entities in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 10, no Designated Underwriter Entity shall be required to contribute any amount in excess of the amount by which the total price at which the Directed American Depositary Shares distributed to the public were offered to the public exceeds the amount of any damages that such Designated Underwriter Entity has otherwise been required to pay. The remedies provided for in this Section 10 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(e) The indemnity and contribution provisions contained in this Section 10 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Designated Underwriter Entity or the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Directed American Depositary Shares.

11. ***Termination*.** The Underwriters may terminate this Agreement by notice given by the Representatives to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the Oslo Stock Exchange, the Hong Kong Stock Exchange or other relevant exchanges, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in commercial banking, securities settlement, payment or clearance services in the United States, the European Union, Norway or the Cayman Islands or with respect to Clearstream or Euroclear systems in Europe shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by United States Federal, New York State, European Union, Norway or Cayman Islands authorities, (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets, currency exchange rates or controls or any calamity or crisis or any change or development involving a prospective change in the national or international political, financial or economic conditions that, in the judgment of the Representatives, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in the judgment of the Representatives, impracticable or inadvisable to proceed with the offer, sale or delivery of the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

12. ***Effectiveness; Defaulting Underwriters.*** This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule I bears to the aggregate number of Firm Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 12 by an amount in excess of one-ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Shares to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter and the Company. In any such case either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate number of Additional Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Shares to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Shares to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Shares that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

13. ***Submission to Jurisdiction; Appointment of Agent for Service.*** The Company hereby irrevocably submits to the exclusive jurisdiction of the U.S. federal and state courts in the Borough of Manhattan in The City of New York (each, a "**New York Court**") in any suit or proceeding arising out of or relating to this Agreement, the Time of Sale Prospectus, the Prospectus, the Registration Statement, the ADS Registration Statement, the offering of the American Depositary Shares or any transactions contemplated hereby. The Company and each of the Company's Subsidiaries and Affiliated Entities irrevocably and unconditionally waive any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement, the Time of Sale Prospectus, the Prospectus, the Registration Statement, the ADS Registration Statement, the offering of the American Depositary Shares or any transactions contemplated hereby in the New York Courts, and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. To the extent that the Company has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, the Company irrevocably waives, to the fullest extent permitted by law, such immunity in respect of any such suit, action or proceeding. The Company irrevocably appoints Cogency Global Inc., as its authorized agent (the "**Authorized Agent**") in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agree that service of process in any manner permitted by applicable law upon such agent shall be deemed in every respect effective service of process in any manner permitted by applicable law upon the Company, as the case may be, in any such suit or proceeding. The Company further agrees to take any and all action as may be necessary to maintain such designation and appointment of such agent in full force and effect for a period of seven years from the date of this Agreement.

14. ***Judgment Currency.*** If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Underwriters could purchase United States dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Company pursuant to this Agreement with respect to any sum due from it to any Underwriter or any person controlling any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by such Underwriter or controlling person of any sum in such other currency, and only to the extent that such Underwriter or controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to such Underwriter or controlling person hereunder, the Company agrees as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter or controlling person hereunder, such Underwriter or controlling person agrees to pay to the Company, an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or controlling person hereunder.

15. ***Entire Agreement.*** This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the sale and purchase of the Shares and the offering of the American Depositary Shares, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Shares and the offering of the American Depositary Shares.

16. ***Counterparts.*** This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

17. ***Applicable Law.*** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

18. ***Headings.*** The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

19. ***Notices.*** All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to the Representatives at:

China International Capital Corporation Hong Kong Securities Limited
29th Floor, One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013
United States

if to the Company shall be delivered, mailed or sent to Opera Limited, Gjerdrums vei 19, 0484 Oslo, Norway, Attention: General Counsel.

20. ***Parties at Interest.*** The Agreement set forth has been and is made solely for the benefit of the Underwriters, the Company and to the extent provided in Section 9 hereof the controlling persons, partners, directors and officers referred to in such sections and their respective successors, assigns, heirs, personal representatives and executors and administrators. No other person, partnership, association or corporation (including a purchaser, as such purchaser, from any of the Underwriters) shall acquire or have any rights under or by virtue of this Agreement.

21. ***Absence of Fiduciary Relationship.*** The Company acknowledges and agrees to each of the following:

(a) *No Other Relationship.* Each of the Representatives has been retained solely to act as an underwriter in connection with the sale of the Shares and that no fiduciary, advisory or agency relationship between the Company and any of the Representatives has been created in respect of any of the transactions contemplated by this Agreement or the Prospectus, irrespective of whether any of the Representatives have advised or are advising the Company on other matters.

(b) *Arms' Length Negotiations.* The price of the Shares set forth in this Agreement was established by the Company following discussions and arms-length negotiations with the Representatives and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement.

(c) *Absence of Obligation to Disclose.* The Company has been advised that the each of the Representatives and their respective affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and that each of the Representatives has no obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship.

(d) *Waiver.* The Company waives, to the fullest extent permitted by law, any claims it may have against the each of the Representatives for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that none of the Representatives shall have any liability (whether direct or indirect) to the Company in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including shareholders, employees or creditors of the Company.

22. ***Successors and Assigns.*** This Agreement shall be binding upon the Underwriters, the Company and their successors and assigns and any successor or assign of any substantial portion of the Company's and any of the Underwriters' respective businesses and/or assets. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (a) the representations, warranties, indemnities and agreements of the Company contained in this Agreement shall also be deemed to be for the benefit of the directors, officers and employees of the Underwriters and each person or persons, if any, who control any Underwriter within the meaning of Section 15 of the Securities Act and (b) the indemnity agreement of the Underwriters contained in Section 9(b) of this Agreement shall be deemed to be for the benefit of its directors, its officers who have signed the Registration Statement and any person controlling the Company within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 22, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

23. ***Partial Unenforceability***. The invalidity or unenforceability of any section, subsection, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, subsection, paragraph or provision hereof. If any section, subsection, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

24. ***Amendments***. This Agreement may only be amended or modified in writing, signed by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.

[*Signature page follows*]

Very truly yours,

OPERA LIMITED

By: _____
Name:
Title:

[*Signature page to Underwriting Agreement*]

Accepted as of the date hereof

Acting severally on behalf of themselves and
the several Underwriters named in
Schedule I hereto

By: CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED

By: _____
Name:
Title:

By: CITIGROUP GLOBAL MARKETS INC.

By: _____
Name:
Title:

SCHEDULE I

Underwriter	Number of Firm Shares To Be Purchased	Maximum Number of Additional Shares To Be Purchased
China International Capital Corporation Hong Kong Securities Limited		
Citigroup Global Markets Inc.		
Carnegie AS		
Total		

SCHEDULE II

Time of Sale Prospectus

1. Preliminary Prospectus issued July 13, 2018

2. [identify all free writing prospectuses filed by the Company under Rule 433(d) of the Securities Act]

3. [free writing prospectus containing a description of terms that does not reflect final terms, if the Time of Sale Prospectus does not include a final term sheet]

4. [orally communicated pricing information such as price per share and size of offering if a Rule 134 pricing term sheet is used at the time of sale instead of a pricing term sheet filed by the Company under Rule 433(d) as a free writing prospectus]

SCHEDULE III-A

SUBSIDIARIES OF THE COMPANY

	Name	**Place of Incorporation**
1.	Kunhoo Software LLC	Cayman Islands
2.	Kunhoo Software Limited	Hong Kong
3.	Kunhoo Software S.a.r.L	Luxemburg
4.	Kunhoo Software AS	Norway
5.	Opera Software Americas LLC	United States
6.	Opera Software Holdings LLC	United States
7.	Opera Software Ireland Ltd.	Ireland
8.	Opera Software AS	Norway
9.	Opera Software International AS	Norway
10.	Opera Software Netherlands BV	Netherlands
11.	Opera Software India Private Limited	India
12.	Opera Software Poland Sp.z.o.o	Poland
13.	Opera Software Technology (Beijing) Co., Ltd.	PRC
14.	Hern Labs AB	Sweden
15.	Opera Software Iceland, ehf	Iceland
16.	Opesa South Africa (Pty) Limited	South Africa
17.	O-Play Kenya Limited	Kenya
18.	O-Play Digital Services Ltd.	Nigeria
19.	Phoneserve Technologies Co. Ltd.	Kenya

SCHEDULE IV

LIST OF LOCKED-UP PARTIES

All directors and executive officers of the Company:

- Yahui Zhou
- Hongyi Zhou
- Han Fang
- Lori Wheeler Naess
- Trond Riiber Knudsen
- Frode Jacobsen
- Lin Song

All shareholders of the Company:

- Kunlun Tech Limited
- Keeneyes Future Holding Inc.
- Qifei International Development Co. Limited
- Golden Brick Capital Private Equity Fund I L.P.

Private Placement investors:

- Tospring Technology Limited
- IDG China Capital Fund III L.P.
- IDG China Capital III Investors L.P.

EXHIBIT A

FORM OF LOCK-UP LETTER

, 2018

China International Capital Corporation Hong Kong Securities Limited

29th Floor, One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Citigroup Global Markets Inc.
388 Greenwich Street
New York, NY 10013
United States

Dear Ladies and Gentlemen:

The undersigned understands that China International Capital Corporation Hong Kong Securities Limited and Citigroup Global Markets Inc., as representatives (each, a "**Representative**," and collectively, the "**Representatives**") of the several underwriters (the "**Underwriters**") under the Underwriting Agreement, propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Opera Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Company**"), providing for the public offering (the "**Public Offering**") by the several Underwriters, including the Representatives, of a certain number of ordinary shares, par value US$0.0001 per share, of the Company (the "**Ordinary Shares**") in the form of American Depositary Shares ("**American Depositary Shares**").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus (the "**Restricted Period**") relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or American Depositary Shares (collectively, the "**Securities**") beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for the Securities or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of the Securities or such other securities of the Company, in cash or otherwise[, or (3) request the Company to file a registration statement under the Securities Act of 1933, as amended with respect to any Securities owned or to be owned by the undersigned][1]. The foregoing sentence shall not apply to (a) transactions relating to the Securities or other securities of the Company acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Ordinary Shares or other securities acquired in such open market transactions, (b) transfers of shares of the Securities or any security convertible into the Securities as a *bona fide* gift, (c) distributions of shares of the Securities or any security convertible into the Securities to limited partners or stockholders of the undersigned; (d) transfer of the shares or the Securities or any security convertible into the Securities (i) through will or intestacy to immediate family members or (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or (e) transfer to the Company for the primary purpose of satisfying any tax or other governmental withholding obligation, through cashless surrender or otherwise, with respect to any award of equity-based compensation granted pursuant to the Company's equity incentive plans that are disclosed in the prospectus or in connection with tax or other obligations as a result of testate succession or intestate distribution; *provided* that in the case of any transfer or distribution pursuant to clause (b), (c), (d) or (e), (i) each donee or distributee shall sign and deliver to the Representatives a lock-up letter substantially in the form of this letter and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of the Securities, shall be required or shall be voluntarily made during the Restricted Period, or (f) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of the Securities, *provided* that such plan does not provide for the transfer of the Securities during the Restricted Period and to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of the Securities may be made under such plan during the Restricted Period[; or (g) surrender its Ordinary Shares to the Company for purposes of retiring them as treasury stock][2]. In addition, the undersigned agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any Securities or any security convertible into or exercisable or exchangeable for the Securities. The undersigned hereby also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Securities unless such transfer is in compliance with the foregoing restrictions.

[If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Securities the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of the Securities, one of the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter to the extent and for the duration that such terms remain in effect at the time of the transfer.][3]

---

[1] Insert if the undersigned is an existing shareholder.

[2] Insert if the undersigned is Qifei International Development Co., Ltd. or Golden Brick Capital Private Equity Fund I L.P.

[3] Insert if the undersigned is an executive officer or director of the Company.

The undersigned understands that the Company and the Underwriters are relying upon this letter in proceeding toward consummation of the Public Offering. The undersigned further understands that this letter is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Representatives on behalf of the Underwriters. This letter shall terminate and be of no further force or effect if the Underwriting Agreement is terminated pursuant to its terms.

This letter is governed by, and to be construed in accordance with, the internal laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

_____

(Name)

_____

(Address)

EXHIBIT B [4]

FORM OF WAIVER OF LOCK-UP

[*Date*]

[Name and Address of Officer or Director Requesting Waiver]

Dear Mr./Ms. [Name]:

This letter is being delivered to you in connection with the offering by Opera Limited (the "**Company**") of [●] ordinary shares, par value US$0.0001 per share, of the Company in the form of [●] American depositary shares, and the lock-up letter dated _____, (the "**Lock-up Letter**"), executed by you in connection with such offering, and your request for a [waiver] [release] dated _____, with respect to [●] ordinary shares (the "**Shares**").

The undersigned hereby agrees to [waive] [release] the transfer restrictions set forth in the Lock-up Letter, but only with respect to the Shares, effective _____; *provided*, however, that such [waiver] [release] is conditioned on the Company announcing the impending [waiver] [release] by press release through a major news service at least two business days before effectiveness of such [waiver] [release]. This letter will serve as notice to the Company of the impending [waiver] [release].

Except as expressly [waived] [released] hereby, the Lock-up Letter shall remain in full force and effect.

Very truly yours,

Acting severally on behalf of themselves and the several Underwriters named in Schedule I the Underwriting Agreement dated [●]

China International Capital Corporation Hong Kong Securities Limited

By: _____
Name:
Title:

4 Insert if the undersigned is an executive officer or director of the Company.

Citigroup Global Markets Inc

By: _____
Name:
Title:

cc: Company

FORM OF PRESS RELEASE

Opera Limited

[*Date*]

Opera Limited (the "**Company**") announced today that [China International Capital Corporation Hong Kong Securities Limited and Citigroup Global Markets Inc.], the joint book-running managers in the Company's recent public sale of [●] the ordinary shares in the form of [●] American depositary shares is [waiving] [releasing] a lock-up restriction with respect to _____ ordinary shares (the "**Shares**") of the Company held by [*certain officers or directors*] [*an officer or director*] of the Company. The [waiver] [release] will take effect on _____, 20__, and the Shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

==========

OPERA LIMITED

AND

THE BANK OF NEW YORK MELLON

As Depositary

AND

OWNERS AND HOLDERS OF AMERICAN DEPOSITARY SHARES

Deposit Agreement

_____, 2018

==========

TABLE OF CONTENTS

DEPOSIT AGREEMENT

DEPOSIT AGREEMENT dated as of _____, 2018 among OPERA LIMITED, a company incorporated under the laws of the Cayman Islands (herein called the Company), THE BANK OF NEW YORK MELLON, a New York banking corporation (herein called the Depositary), and all Owners and Holders (each as hereinafter defined) from time to time of American Depositary Shares issued hereunder.

W I T N E S S E T H:

WHEREAS, the Company desires to provide, as set forth in this Deposit Agreement, for the deposit of Shares (as hereinafter defined) of the Company from time to time with the Depositary or with the Custodian (as hereinafter defined) under this Deposit Agreement, for the creation of American Depositary Shares representing the Shares so deposited and for the execution and delivery of American Depositary Receipts evidencing the American Depositary Shares; and

WHEREAS, the American Depositary Receipts are to be substantially in the form of Exhibit A annexed to this Deposit Agreement, with appropriate insertions, modifications and omissions, as set forth in this Deposit Agreement;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

ARTICLE 1. DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated, apply to the respective terms used in this Deposit Agreement:

SECTION 1.1. American Depositary Shares.

The term "American Depositary Shares" shall mean the securities created under this Deposit Agreement representing rights with respect to the Deposited Securities. American Depositary Shares may be certificated securities evidenced by Receipts or uncertificated securities. The form of Receipt annexed as Exhibit A to this Deposit Agreement shall be the prospectus required under the Securities Act of 1933 for sales of both certificated and uncertificated American Depositary Shares. Except for those provisions of this Deposit Agreement that refer specifically to Receipts, all the provisions of this Deposit Agreement shall apply to both certificated and uncertificated American Depositary Shares.

Each American Depositary Share shall represent the number of Shares specified in Exhibit A to this Deposit Agreement, except that, if there is a distribution upon Deposited Securities covered by Section 4.3, a change in Deposited Securities covered by Section 4.8 with respect to which additional American Depositary Shares are not delivered or a sale of Deposited Securities under Section 3.2 or 4.8, each American Depositary Share shall thereafter represent the amount of Shares or other Deposited Securities that are then on deposit per American Depositary Share after giving effect to that distribution, change or sale.

SECTION 1.2. Commission.

The term "Commission" shall mean the Securities and Exchange Commission of the United States or any successor governmental agency in the United States.

SECTION 1.3. Company.

The term "Company" shall mean Opera Limited, a company incorporated under the laws of the Cayman Islands, and its successors.

SECTION 1.4. Custodian.

The term "Custodian" shall mean The Hongkong and Shanghai Banking Corporation Limited, as custodian for the Depositary in Hong Kong for the purposes of this Deposit Agreement, and any other firm or corporation the Depositary appoints under Section 5.5 as a substitute or additional custodian under this Deposit Agreement, and shall also mean all of them collectively.

SECTION 1.5. Delisting Event.

A "Delisting Event" occurs if the American Depositary Shares are delisted from a securities exchange on which the American Depositary Shares were listed and the Company has not listed or applied to list the American Depositary Shares on any other securities exchange.

SECTION 1.6. Deliver; Surrender.

(a) The term "deliver", or its noun form, when used with respect to Shares or other Deposited Securities, shall mean (i) book-entry transfer of those Shares or other Deposited Securities to an account maintained by an institution authorized under applicable law to effect transfers of such securities designated by the person entitled to that delivery or (ii) physical transfer of certificates evidencing those Shares or other Deposited Securities registered in the name of, or duly endorsed or accompanied by proper instruments of transfer to, the person entitled to that delivery.

(b) The term "deliver", or its noun form, when used with respect to American Depositary Shares, shall mean (i) registration of those American Depositary Shares in the name of DTC or its nominee and book-entry transfer of those American Depositary Shares to an account at DTC designated by the person entitled to that delivery, (ii) registration of those American Depositary Shares not evidenced by a Receipt on the books of the Depositary in the name requested by the person entitled to that delivery and mailing to that person of a statement confirming that registration or (iii) if requested by the person entitled to that delivery, execution and delivery at the Depositary's Office to the person entitled to that delivery of one or more Receipts evidencing those American Depositary Shares registered in the name requested by that person.

(c) The term "surrender", when used with respect to American Depositary Shares, shall mean (i) one or more book-entry transfers of American Depositary Shares to the DTC account of the Depositary, (ii) delivery to the Depositary at its Office of an instruction to surrender American Depositary Shares not evidenced by a Receipt or (iii) surrender to the Depositary at its Office of one or more Receipts evidencing American Depositary Shares.

SECTION 1.7. Deposit Agreement.

The term "Deposit Agreement" shall mean this Deposit Agreement, as it may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.8. Depositary; Depositary's Office.

The term "Depositary" shall mean The Bank of New York Mellon, a New York banking corporation, and any successor as depositary under this Deposit Agreement. The term "Office", when used with respect to the Depositary, shall mean the office at which its depositary receipts business is administered, which, at the date of this Deposit Agreement, is located at 101 Barclay Street, New York, New York 10286.

SECTION 1.9. Deposited Securities.

The term "Deposited Securities" as of any time shall mean Shares at such time deposited or deemed to be deposited under this Deposit Agreement, including without limitation, Shares that have not been successfully delivered upon surrender of American Depositary Shares, and any and all other securities, property and cash received by the Depositary or the Custodian in respect of Deposited Securities and at that time held under this Deposit Agreement.

SECTION 1.10. Disseminate.

The term "Disseminate," when referring to a notice or other information to be sent by the Depositary to Owners, shall mean (i) sending that information to Owners in paper form by mail or another means or (ii) with the consent of Owners, another procedure that has the effect of making the information available to Owners, which may include (A) sending the information by electronic mail or electronic messaging or (B) sending in paper form or by electronic mail or messaging a statement that the information is available and may be accessed by the Owner on an Internet website and that it will be sent in paper form upon request by the Owner, when that information is so available and is sent in paper form as promptly as practicable upon request.

SECTION 1.11. Dollars.

The term "Dollars" shall mean United States dollars.

SECTION 1.12. DTC.

The term "DTC" shall mean The Depository Trust Company or its successor.

SECTION 1.13. Foreign Registrar.

The term "Foreign Registrar" shall mean the entity that carries out the duties of registrar for the Shares and any other agent of the Company for the transfer and registration of Shares, including, without limitation, any securities depository for the Shares.

SECTION 1.14. Holder.

The term "Holder" shall mean any person holding a Receipt or a security entitlement or other interest in American Depositary Shares, whether for its own account or for the account of another person, but that is not the Owner of that Receipt or those American Depositary Shares.

SECTION 1.15. Insolvency Event.

An "Insolvency Event" occurs if the Company institutes proceedings to be adjudicated as bankrupt or insolvent, consents to the institution of bankruptcy or insolvency proceedings against it, files a petition or answer or consent seeking reorganization or relief under any applicable law in respect of bankruptcy or insolvency, consents to the filing of any petition of that kind or to the appointment of a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of it or any substantial part of its property or makes an assignment for the benefit of creditors, or if information becomes publicly available indicating that unsecured claims against the Company are not expected to be paid.

SECTION 1.16. Owner.

The term "Owner" shall mean the person in whose name American Depositary Shares are registered on the books of the Depositary maintained for that purpose.

SECTION 1.17. Receipts.

The term "Receipts" shall mean the American Depositary Receipts issued under this Deposit Agreement evidencing certificated American Depositary Shares, as the same may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.18. Registrar.

The term "Registrar" shall mean any corporation or other entity that is appointed by the Depositary to register American Depositary Shares and transfers of American Depositary Shares as provided in this Deposit Agreement.

SECTION 1.19. Replacement.

The term "Replacement" shall have the meaning assigned to it in Section 4.8.

SECTION 1.20. Restricted Securities.

The term "Restricted Securities" shall mean Shares that (i) are "restricted securities," as defined in Rule 144 under the Securities Act of 1933, except for Shares that could be resold in reliance on Rule 144 without any conditions, (ii) are beneficially owned by an officer, director (or person performing similar functions) or other affiliate of the Company, (iii) otherwise would require registration under the Securities Act of 1933 in connection with the public offer and sale thereof in the United States or (iv) are subject to other restrictions on sale or deposit under the laws of the Cayman Islands, a shareholder agreement or the articles of association or similar document of the Company.

SECTION 1.21. Securities Act of 1933.

The term "Securities Act of 1933" shall mean the United States Securities Act of 1933, as from time to time amended.

SECTION 1.22. Shares.

The term "Shares" shall mean ordinary shares of the Company that are validly issued and outstanding, fully paid and nonassessable and that were not issued in violation of any pre-emptive or similar rights of the holders of outstanding securities of the Company; provided, however, that, if there shall occur any change in nominal or par value, a split-up or consolidation or any other reclassification or, upon the occurrence of an event described in Section 4.8, an exchange or conversion in respect of the Shares of the Company, the term "Shares" shall thereafter also mean the successor securities resulting from such change in nominal value, split-up or consolidation or such other reclassification or such exchange or conversion.

SECTION 1.23. SWIFT.

The term "SWIFT" shall mean the financial messaging network operated by the Society for Worldwide Interbank Financial Telecommunication, or its successor.

SECTION 1.24. Termination Option Event.

The term "Termination Option Event" shall mean an event of a kind defined as such in Section 4.1, 4.2 or 4.8.

ARTICLE 2. FORM OF RECEIPTS, DEPOSIT OF SHARES, DELIVERY, TRANSFER AND SURRENDER OF AMERICAN DEPOSITARY SHARES

SECTION 2.1. Form of Receipts; Registration and Transferability of American Depositary Shares.

Definitive Receipts shall be substantially in the form set forth in Exhibit A to this Deposit Agreement, with appropriate insertions, modifications and omissions, as permitted under this Deposit Agreement. No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose, unless that Receipt has been (i) executed by the Depositary by the manual signature of a duly authorized officer of the Depositary or (ii) executed by the facsimile signature of a duly authorized officer of the Depositary and countersigned by the manual signature of a duly authorized signatory of the Depositary or the Registrar or a co-registrar. The Depositary shall maintain books on which (x) each Receipt so executed and delivered as provided in this Deposit Agreement and each transfer of that Receipt and (y) all American Depositary Shares delivered as provided in this Deposit Agreement and all registrations of transfer of American Depositary Shares, shall be registered. A Receipt bearing the facsimile signature of a person that was at any time a proper officer of the Depositary shall, subject to the other provisions of this paragraph, bind the Depositary, even if that person was not a proper officer of the Depositary on the date of issuance of that Receipt.

The Receipts and statements confirming registration of American Depositary Shares may have incorporated in or attached to them such legends or recitals or modifications not inconsistent with the provisions of this Deposit Agreement as may be required by the Depositary or required to comply with any applicable law or regulations thereunder or with the rules and regulations of any securities exchange upon which American Depositary Shares may be listed or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipts and American Depositary Shares are subject by reason of the date of issuance of the underlying Deposited Securities or otherwise.

American Depositary Shares evidenced by a Receipt, when the Receipt is properly endorsed or accompanied by proper instruments of transfer, shall be transferable as certificated registered securities under the laws of the State of New York. American Depositary Shares not evidenced by Receipts shall be transferable as uncertificated registered securities under the laws of the State of New York. The Depositary, notwithstanding any notice to the contrary, may treat the Owner of American Depositary Shares as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in this Deposit Agreement and for all other purposes, and neither the Depositary nor the Company shall have any obligation or be subject to any liability under this Deposit Agreement to any Holder of American Depositary Shares (but only to the Owner of those American Depositary Shares).

SECTION 2.2. Deposit of Shares.

Subject to the terms and conditions of this Deposit Agreement, Shares or evidence of rights to receive Shares may be deposited under this Deposit Agreement by delivery thereof to any Custodian, accompanied by any appropriate instruments or instructions for transfer, or endorsement, in form satisfactory to the Custodian.

As conditions of accepting Shares for deposit, the Depositary may require (i) any certification required by the Depositary or the Custodian in accordance with the provisions of this Deposit Agreement, (ii) a written order directing the Depositary to deliver to, or upon the written order of, the person or persons stated in that order American Depositary Shares representing those deposited Shares, (iii) evidence satisfactory to the Depositary that those Shares have been re-registered in the books of the Company or the Foreign Registrar in the name of the Depositary, a Custodian or a nominee of the Depositary or a Custodian, (iv) evidence satisfactory to the Depositary that any necessary approval has been granted by any governmental body in each applicable jurisdiction and (v) an agreement or assignment, or other instrument satisfactory to the Depositary, that provides for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property, that any person in whose name those Shares are or have been recorded may thereafter receive upon or in respect of those Shares, or, in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

The Depositary and the Custodian shall refuse to accept Shares for deposit if the Depositary has received a notice from the Company that the Company has restricted transfer of those Shares under the Company's constitutional documents or any applicable laws or that the deposit would result in any violation of the Company's constitutional documents or any applicable laws or any agreement between the Company and the holder of those Shares.

At the request and risk and expense of a person proposing to deposit Shares, and for the account of that person, the Depositary may receive certificates for Shares to be deposited, together with the other instruments specified in this Section, for the purpose of forwarding those Share certificates to the Custodian for deposit under this Deposit Agreement.

The Depositary shall instruct each Custodian that, upon each delivery to a Custodian of a certificate or certificates for Shares to be deposited under this Deposit Agreement, together with the other documents specified in this Section, that Custodian shall, as soon as transfer and recordation can be accomplished, present that certificate or those certificates to the Company or the Foreign Registrar, if applicable, for transfer and recordation of the Shares being deposited in the name of the Depositary or its nominee or that Custodian or its nominee.

Deposited Securities shall be held by the Depositary or by a Custodian for the account and to the order of the Depositary or at such other place or places as the Depositary shall determine.

SECTION 2.3. Delivery of American Depositary Shares.

The Depositary shall instruct each Custodian that, upon receipt by that Custodian of any deposit pursuant to Section 2.2, together with the other documents or evidence required under that Section, that Custodian shall notify the Depositary of that deposit and the person or persons to whom or upon whose written order American Depositary Shares are deliverable in respect thereof. Upon receiving a notice of a deposit from a Custodian, or upon the receipt of Shares or evidence of the right to receive Shares by the Depositary, the Depositary, subject to the terms and conditions of this Deposit Agreement, shall deliver, to or upon the order of the person or persons entitled thereto, the number of American Depositary Shares issuable in respect of that deposit, but only upon payment to the Depositary of the fees and expenses of the Depositary for the delivery of those American Depositary Shares as provided in Section 5.9, and of all taxes and governmental charges and fees payable in connection with that deposit and the transfer of the deposited Shares. However, the Depositary shall deliver only whole numbers of American Depositary Shares.

SECTION 2.4. Registration of Transfer of American Depositary Shares; Combination and Split-up of Receipts; Interchange of Certificated and Uncertificated American Depositary Shares.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall register a transfer of American Depositary Shares on its transfer books upon (i) in the case of certificated American Depositary Shares, surrender of the Receipt evidencing those American Depositary Shares, by the Owner or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer or (ii) in the case of uncertificated American Depositary Shares, receipt from the Owner of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.10), and, in either case, duly stamped as may be required by the laws of the State of New York and of the United States of America. Upon registration of a transfer, the Depositary shall deliver the transferred American Depositary Shares to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary, upon surrender of certificated American Depositary Shares for the purpose of exchanging for uncertificated American Depositary Shares, shall cancel the Receipt evidencing those certificated American Depositary Shares and send the Owner a statement confirming that the Owner is the owner of the same number of uncertificated American Depositary Shares. The Depositary, upon receipt of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.10) from the Owner of uncertificated American Depositary Shares for the purpose of exchanging for certificated American Depositary Shares, shall cancel those uncertificated American Depositary Shares and register and deliver to the Owner a Receipt evidencing the same number of certificated American Depositary Shares.

The Depositary may appoint one or more co-transfer agents for the purpose of effecting registration of transfers of American Depositary Shares and combinations and split-ups of Receipts at designated transfer offices on behalf of the Depositary. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by Owners or persons entitled to American Depositary Shares and will be entitled to protection and indemnity to the same extent as the Depositary.

SECTION 2.5. Surrender of American Depositary Shares and Withdrawal of Deposited Securities.

Upon surrender of American Depositary Shares for the purpose of withdrawal of the Deposited Securities represented thereby and payment of the fee of the Depositary for the surrender of American Depositary Shares as provided in Section 5.9 and payment of all taxes and governmental charges payable in connection with that surrender and withdrawal of the Deposited Securities, and subject to the terms and conditions of this Deposit Agreement, the Owner of those American Depositary Shares shall be entitled to delivery (to the extent delivery can then be lawfully and practicably made), to or as instructed by that Owner, of the amount of Deposited Securities at the time represented by those American Depositary Shares, but not any money or other property as to which a record date for distribution to Owners has passed (since money or other property of that kind will be delivered or paid on the scheduled payment date to the Owner as of that record date), and except that the Depositary shall not be required to accept surrender of American Depositary Shares for the purpose of withdrawal to the extent it would require delivery of a fraction of a Deposited Security. That delivery shall be made, as provided in this Section, without unreasonable delay.

As a condition of accepting a surrender of American Depositary Shares for the purpose of withdrawal of Deposited Securities, the Depositary may require (i) that each surrendered Receipt be properly endorsed in blank or accompanied by proper instruments of transfer in blank and (ii) that the surrendering Owner execute and deliver to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be delivered to or upon the written order of a person or persons designated in that order.

Thereupon, the Depositary shall direct the Custodian to deliver, subject to Sections 2.6, 3.1 and 3.2, the other terms and conditions of this Deposit Agreement and local market rules and practices, to the surrendering Owner or to or upon the written order of the person or persons designated in the order delivered to the Depositary as above provided, the amount of Deposited Securities represented by the surrendered American Depositary Shares, and the Depositary may charge the surrendering Owner a fee and its expenses for giving that direction by cable (including SWIFT) or facsimile transmission.

If Deposited Securities are delivered physically upon surrender of American Depositary Shares for the purpose of withdrawal, that delivery will be made at the Custodian's office, except that, at the request, risk and expense of an Owner surrendering American Depositary Shares for withdrawal of Deposited Securities, and for the account of that Owner, the Depositary shall direct the Custodian to forward any cash or other property comprising, and forward a certificate or certificates, if applicable, and other proper documents of title, if any, for, the Deposited Securities represented by the surrendered American Depositary Shares to the Depositary for delivery at the Depositary's Office or to another address specified in the order received from the surrendering Owner.

SECTION 2.6. Limitations on Delivery, Transfer and Surrender of American Depositary Shares.

As a condition precedent to the delivery, registration of transfer or surrender of any American Depositary Shares or split-up or combination of any Receipt or withdrawal of any Deposited Securities, the Depositary, Custodian or Registrar may require payment from the depositor of Shares or the presenter of the Receipt or instruction for registration of transfer or surrender of American Depositary Shares not evidenced by a Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in this Deposit Agreement, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of this Deposit Agreement, including, without limitation, this Section 2.6.

The delivery of American Depositary Shares against deposit of Shares generally or against deposit of particular Shares may be suspended, or the registration of transfer of American Depositary Shares in particular instances may be refused, or the registration of transfer of outstanding American Depositary Shares generally may be suspended, during any period when the transfer books of the Depositary are closed, or if any such action is deemed necessary or advisable by the Depositary or the Company at any time or from time to time because of any requirement of law or of any government or governmental body or commission, or under any provision of this Deposit Agreement, or for any other reason. Notwithstanding anything to the contrary in this Deposit Agreement, the surrender of outstanding American Depositary Shares and withdrawal of Deposited Securities may not be suspended, subject only to (i) temporary delays caused by closing of the transfer books of the Depositary or the Company or the Foreign Registrar, if applicable, or the deposit of Shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes and similar charges, and (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the American Depositary Shares or to the withdrawal of the Deposited Securities.

The Depositary shall not knowingly accept for deposit under this Deposit Agreement any Shares that, at the time of deposit, are Restricted Securities.

SECTION 2.7. Lost Receipts, etc.

If a Receipt is mutilated, destroyed, lost or stolen, the Depositary shall deliver to the Owner the American Depositary Shares evidenced by that Receipt in uncertificated form or, if requested by the Owner, execute and deliver a new Receipt of like tenor in exchange and substitution for such mutilated Receipt, upon surrender and cancellation of that mutilated Receipt, or in lieu of and in substitution for that destroyed, lost or stolen Receipt. However, before the Depositary will deliver American Depositary Shares in uncertificated form or execute and deliver a new Receipt, in substitution for a destroyed, lost or stolen Receipt, the Owner must (a) file with the Depositary (i) a request for that replacement before the Depositary has notice that the Receipt has been acquired by a bona fide purchaser and (ii) a sufficient indemnity bond and (b) satisfy any other reasonable requirements imposed by the Depositary.

SECTION 2.8. Cancellation and Destruction of Surrendered Receipts.

The Depositary shall cancel all Receipts surrendered to it and is authorized to destroy Receipts so cancelled.

SECTION 2.9. [Reserved]

SECTION 2.10. DTC Direct Registration System and Profile Modification System.

(a) Notwithstanding the provisions of Section 2.4, the parties acknowledge that DTC's Direct Registration System ("DRS") and Profile Modification System ("Profile") apply to the American Depositary Shares upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC that facilitates interchange between registered holding of uncertificated securities and holding of security entitlements in those securities through DTC and a DTC participant. Profile is a required feature of DRS that allows a DTC participant, claiming to act on behalf of an Owner of American Depositary Shares, to direct the Depositary to register a transfer of those American Depositary Shares to DTC or its nominee and to deliver those American Depositary Shares to the DTC account of that DTC participant without receipt by the Depositary of prior authorization from the Owner to register that transfer.

(b) In connection with DRS/Profile, the parties acknowledge that the Depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an Owner in requesting a registration of transfer and delivery as described in paragraph (a) above has the actual authority to act on behalf of that Owner (notwithstanding any requirements under the Uniform Commercial Code). For the avoidance of doubt, the provisions of Sections 5.3 and 5.8 apply to the matters arising from the use of the DRS/Profile. The parties agree that the Depositary's reliance on and compliance with instructions received by the Depositary through the DRS/Profile system and otherwise in accordance with this Deposit Agreement shall not constitute negligence or bad faith on the part of the Depositary.

ARTICLE 3. CERTAIN OBLIGATIONS OF OWNERS AND HOLDERS OF AMERICAN DEPOSITARY SHARES

SECTION 3.1. Filing Proofs, Certificates and Other Information.

Any person presenting Shares for deposit or any Owner or Holder may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may deem necessary or proper. The Depositary may withhold the delivery or registration of transfer of American Depositary Shares, the distribution of any dividend or other distribution or of the proceeds thereof or the delivery of any Deposited Securities until that proof or other information is filed or those certificates are executed or those representations and warranties are made.

SECTION 3.2. Liability of Owner for Taxes.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to or in connection with any American Depositary Shares or any Deposited Securities represented by any American Depositary Shares or in connection with a transaction to which Section 4.8 applies, that tax or other governmental charge shall be payable by the Owner of those American Depositary Shares to the Depositary. The Depositary may refuse to register any transfer of those American Depositary Shares or any withdrawal of Deposited Securities represented by those American Depositary Shares until that payment is made, and may withhold any dividends or other distributions or the proceeds thereof, or may sell for the account of the Owner any part or all of the Deposited Securities represented by those American Depositary Shares and apply those dividends or other distributions or the net proceeds of any sale of that kind in payment of that tax or other governmental charge but, even after a sale of that kind, the Owner of those American Depositary Shares shall remain liable for any deficiency. The Depositary shall distribute any net proceeds of a sale made under this Section that are not used to pay taxes or governmental charges to the Owners entitled to them in accordance with Section 4.1. If the number of Shares represented by each American Depositary Share decreases as a result of a sale of Deposited Securities under this Section, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

SECTION 3.3. Warranties on Deposit of Shares.

Every person depositing Shares under this Deposit Agreement shall be deemed thereby to represent and warrant that those Shares and each certificate therefor, if applicable, are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding securities of the Company and that the person making that deposit is duly authorized so to do. Every depositing person shall also be deemed to represent that the Shares, at the time of deposit, are not Restricted Securities. All representations and warranties deemed made under this Section shall survive the deposit of Shares and delivery of American Depositary Shares.

SECTION 3.4. Disclosure of Interests.

When required in order to comply with applicable laws and regulations or the articles of association or similar document of the Company, the Company may from time to time request each Owner and Holder to provide to the Depositary information relating to: (a) the capacity in which it holds American Depositary Shares, (b) the identity of any Holders or other persons or entities then or previously interested in those American Depositary Shares and the nature of those interests and (c) any other matter where disclosure of such matter is required for that compliance. Each Owner and Holder agrees to provide all information known to it in response to a request made pursuant to this Section. Each Holder consents to the disclosure by the Depositary and the Owner or any other Holder through which it holds American Depositary Shares, directly or indirectly, of all information responsive to a request made pursuant to this Section relating to that Holder that is known to that Owner or other Holder. The Depositary agrees to use reasonable efforts to comply with written instructions requesting that the Depositary forward any request authorized under this Section to the Owners and to forward to the Company any responses it receives in response to that request. The Depositary may charge the Company a fee and its expenses for complying with requests under this Section 3.4.

ARTICLE 4. THE DEPOSITED SECURITIES

SECTION 4.1. Cash Distributions.

Whenever the Depositary receives any cash dividend or other cash distribution on Deposited Securities, the Depositary shall, subject to the provisions of Section 4.5, convert that dividend or other distribution into Dollars and distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Section 5.9) to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing those Deposited Securities held by them respectively; provided, however, that if the Custodian or the Depositary shall be required to withhold and does withhold from that cash dividend or other cash distribution an amount on account of taxes or other governmental charges, the amount distributed to the Owners of the American Depositary Shares representing those Deposited Securities shall be reduced accordingly. However, the Depositary will not pay any Owner a fraction of one cent, but will round each Owner’s entitlement to the nearest whole cent.

The Company or its agent will remit to the appropriate governmental agency in each applicable jurisdiction all amounts withheld and owing to such agency.

If a cash distribution would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may require surrender of those American Depositary Shares and may require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that cash distribution. A distribution of that kind shall be a Termination Option Event.

SECTION 4.2. Distributions Other Than Cash, Shares or Rights.

Subject to the provisions of Sections 4.11 and 5.9, whenever the Depositary receives any distribution other than a distribution described in Section 4.1, 4.3 or 4.4 on Deposited Securities (but not in exchange for or in conversion or in lieu of Deposited Securities), the Depositary shall cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary and any taxes or other governmental charges, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, in any manner that the Depositary deems equitable and practicable for accomplishing that distribution (which may be a distribution of depositary shares representing the securities received); provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Owners entitled thereto, or if for any other reason (including, but not limited to, any requirement that the Company or the Depositary withhold an amount on account of taxes or other governmental charges or that securities received must be registered under the Securities Act of 1933 in order to be distributed to Owners or Holders) the Depositary deems such distribution not to be lawful and feasible, the Depositary may adopt such other method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and distribution of the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Section 5.9) to the Owners entitled thereto, all in the manner and subject to the conditions set forth in Section 4.1. The Depositary may withhold any distribution of securities under this Section 4.2 if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933. The Depositary may sell, by public or private sale, an amount of securities or other property it would otherwise distribute under this Section 4.2 that is sufficient to pay its fees and expenses in respect of that distribution.

If a distribution under this Section 4.2 would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may require surrender of those American Depositary Shares and may require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that distribution. A distribution of that kind shall be a Termination Option Event.

SECTION 4.3. Distributions in Shares.

Whenever the Depositary receives any distribution on Deposited Securities consisting of a dividend in, or free distribution of, Shares, the Depositary may, and shall if the Company so requests in writing, deliver to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing those Deposited Securities held by them respectively, an aggregate number of American Depositary Shares representing the amount of Shares received as that dividend or free distribution, subject to the terms and conditions of this Deposit Agreement with respect to the deposit of Shares and issuance of American Depositary Shares, including withholding of any tax or governmental charge as provided in Section 4.11 and payment of the fees and expenses of the Depositary as provided in Section 5.9 (and the Depositary may sell, by public or private sale, an amount of the Shares received (or American Depositary Shares representing those Shares) sufficient to pay its fees and expenses in respect of that distribution). In lieu of delivering fractional American Depositary Shares, the Depositary may sell the amount of Shares represented by the aggregate of those fractions (or American Depositary Shares representing those Shares) and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.1. If and to the extent that additional American Depositary Shares are not delivered and Shares or American Depositary Shares are not sold, each American Depositary Share shall thenceforth also represent the additional Shares distributed on the Deposited Securities represented thereby.

If the Company declares a distribution in which holders of Deposited Securities have a right to elect whether to receive cash, Shares or other securities or a combination of those things, or a right to elect to have a distribution sold on their behalf, the Depositary may, after consultation with the Company, make that right of election available for exercise by Owners in any manner the Depositary considers to be lawful and practical. As a condition of making a distribution election right available to Owners, the Depositary may require satisfactory assurances from the Company that doing so does not require registration of any securities under the Securities Act of 1933.

SECTION 4.4. Rights.

(a) If rights are granted to the Depositary in respect of deposited Shares to purchase additional Shares or other securities, the Company and the Depositary shall endeavor to consult as to the actions, if any, the Depositary should take in connection with that grant of rights. The Depositary may, to the extent deemed by it to be lawful and practical (i) if requested in writing by the Company, grant to all or certain Owners rights to instruct the Depositary to purchase the securities to which the rights relate and deliver those securities or American Depositary Shares representing those securities to Owners, (ii) if requested in writing by the Company, deliver the rights to or to the order of certain Owners, or (iii) sell the rights to the extent practicable and distribute the net proceeds of that sale to Owners entitled to those proceeds. To the extent rights are not exercised, delivered or disposed of under (i), (ii) or (iii) above, the Depositary shall permit the rights to lapse unexercised.

(b) If the Depositary will act under (a)(i) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon instruction from an applicable Owner in the form the Depositary specified and upon payment by that Owner to the Depositary of an amount equal to the purchase price of the securities to be received upon the exercise of the rights, the Depositary shall, on behalf of that Owner, exercise the rights and purchase the securities. The purchased securities shall be delivered to, or as instructed by, the Depositary. The Depositary shall (i) deposit the purchased Shares under this Deposit Agreement and deliver American Depositary Shares representing those Shares to that Owner or (ii) deliver or cause the purchased Shares or other securities to be delivered to or to the order of that Owner. The Depositary will not act under (a)(i) above unless the offer and sale of the securities to which the rights relate are registered under the Securities Act of 1933 or the Depositary has received an opinion of United States counsel that is satisfactory to it to the effect that those securities may be sold and delivered to the applicable Owners without registration under the Securities Act of 1933.

(c) If the Depositary will act under (a)(ii) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon (i) the request of an applicable Owner to deliver the rights allocable to the American Depositary Shares of that Owner to an account specified by that Owner to which the rights can be delivered and (ii) receipt of such documents as the Company and the Depositary agreed to require to comply with applicable law, the Depositary will deliver those rights as requested by that Owner.

(d) If the Depositary will act under (a)(iii) above, the Depositary will use reasonable efforts to sell the rights in proportion to the number of American Depositary Shares held by the applicable Owners and pay the net proceeds to the Owners otherwise entitled to the rights that were sold, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any American Depositary Shares or otherwise.

(e) Payment or deduction of the fees of the Depositary as provided in Section 5.9 and payment or deduction of the expenses of the Depositary and any applicable taxes or other governmental charges shall be conditions of any delivery of securities or payment of cash proceeds under this Section 4.4.

(f) The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make rights available to or exercise rights on behalf of Owners in general or any Owner in particular, or to sell rights.

SECTION 4.5. Conversion of Foreign Currency.

Whenever the Depositary or the Custodian receives foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can in the judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary shall convert or cause to be converted by sale or in any other manner that it may determine that foreign currency into Dollars, and those Dollars shall be distributed to the Owners entitled thereto. A cash distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners based on exchange restrictions, the date of delivery of any American Depositary Shares or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.9.

If a conversion of foreign currency or the repatriation or distribution of Dollars can be effected only with the approval or license of any government or agency thereof, the Depositary may, but will not be required to, file an application for that approval or license.

If the Depositary determines that in its judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof that is required for such conversion is not filed or sought by the Depositary or is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Owners entitled to receive the same.

If any conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make that conversion and distribution in Dollars to the extent practicable and permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold that balance uninvested and without liability for interest thereon for the account of, the Owners entitled thereto.

The Depositary may convert currency itself or through any of its affiliates and, in those cases, acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under this Deposit Agreement and the rate that the Depositary or its affiliate receives when buying or selling foreign currency for its own account. The Depositary makes no representation that the exchange rate used or obtained in any currency conversion under this Deposit Agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to Owners, subject to the Depositary's obligations under Section 5.3. The methodology used to determine exchange rates used in currency conversions is available upon request.

SECTION 4.6. Fixing of Record Date.

Whenever a cash dividend, cash distribution or any other distribution is made on Deposited Securities or rights to purchase Shares or other securities are issued with respect to Deposited Securities (which rights will be delivered to or exercised or sold on behalf of Owners in accordance with Section 4.4) or the Depositary receives notice that a distribution or issuance of that kind will be made, or whenever the Depositary receives notice that a meeting of holders of Shares will be held in respect of which the Company has requested the Depositary to send a notice under Section 4.7, or whenever the Depositary will assess a fee or charge against the Owners, or whenever the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary otherwise finds it necessary or convenient, the Depositary shall fix a record date, which shall be the same as, or as near as practicable to, any corresponding record date set by the Company with respect to Shares, (a) for the determination of the Owners (i) who shall be entitled to receive the benefit of that dividend or other distribution or those rights, (ii) who shall be entitled to give instructions for the exercise of voting rights at that meeting or (iii) who shall be responsible for that fee or charge or (iv) for any other purpose for which the record date was set, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.1 through 4.5 and to the other terms and conditions of this Deposit Agreement, the Owners on a record date fixed by the Depositary shall be entitled to receive the amount distributable by the Depositary with respect to that dividend or other distribution or those rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by them respectively, to give voting instructions or to act in respect of the other matter for which that record date was fixed, or be responsible for that fee or charge, as the case may be.

SECTION 4.7. Voting of Deposited Shares.

(a) Upon receipt of notice of any meeting of holders of Shares at which holders of Shares will be entitled to vote, if requested in writing by the Company, the Depositary shall, as soon as practicable thereafter, Disseminate to the Owners a notice, the form of which shall be in the sole discretion of the Depositary, that shall contain (i) the information contained in the notice of meeting received by the Depositary, (ii) a statement that the Owners as of the close of business on a specified record date will be entitled, subject to any applicable provision of Cayman Islands law and of the articles of association or similar documents of the Company, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Shares represented by their respective American Depositary Shares, (iii) a statement as to the manner in which those instructions may be given and (iv) the last date on which the Depositary will accept instructions (the "Instruction Cutoff Date").

(b) Upon the written request of an Owner of American Depositary Shares, as of the date of the request or, if a record date was specified by the Depositary, as of that record date, received on or before any Instruction Cutoff Date established by the Depositary, the Depositary may, and if the Depositary sent a notice under the preceding paragraph shall, endeavor, in so far as practicable, to vote or cause to be voted the amount of deposited Shares represented by those American Depositary Shares in accordance with the instructions set forth in that request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the deposited Shares other than in accordance with instructions given by Owners and received by the Depositary.

(c) There can be no assurance that Owners generally or any Owner in particular will receive the notice described in paragraph (a) above in time to enable Owners to give instructions to the Depositary prior to the Instruction Cutoff Date.

(d) In order to give Owners a reasonable opportunity to instruct the Depositary as to the exercise of voting rights relating to Shares, if the Company will request the Depositary to Disseminate a notice under paragraph (a) above, the Company shall give the Depositary notice of the meeting, details concerning the matters to be voted upon and copies of materials to be made available to holders of Shares in connection with the meeting not less than 30 days prior to the meeting date.

SECTION 4.8. Tender and Exchange Offers; Redemption, Replacement or Cancellation of Deposited Securities.

(a) The Depositary shall not tender any Deposited Securities in response to any voluntary cash tender offer, exchange offer or similar offer made to holders of Deposited Securities (a "Voluntary Offer"), except when instructed in writing to do so by an Owner surrendering American Depositary Shares and subject to any conditions or procedures the Depositary may require.

(b) If the Depositary receives a written notice that Deposited Securities have been redeemed for cash or otherwise purchased for cash in a transaction that is mandatory and binding on the Depositary as a holder of those Deposited Securities (a "Redemption"), the Depositary, at the expense of the Company, shall (i) if required, surrender Deposited Securities that have been redeemed to the issuer of those securities or its agent on the redemption date, (ii) Disseminate a notice to Owners (A) notifying them of that Redemption, (B) calling for surrender of a corresponding number of American Depositary Shares and (C) notifying them that the called American Depositary Shares have been converted into a right only to receive the money received by the Depositary upon that Redemption and those net proceeds shall be the Deposited Securities to which Owners of those converted American Depositary Shares shall be entitled upon surrenders of those American Depositary Shares in accordance with Section 2.5 or 6.2 and (iii) distribute the money received upon that Redemption to the Owners entitled to it upon surrender by them of called American Depositary Shares in accordance with Section 2.5 (and, for the avoidance of doubt, Owners shall not be entitled to receive that money under Section 4.1). If the Redemption affects less than all the Deposited Securities, the Depositary shall call for surrender a corresponding portion of the outstanding American Depositary Shares and only those American Depositary Shares will automatically be converted into a right to receive the net proceeds of the Redemption. The Depositary shall allocate the American Depositary Shares converted under the preceding sentence among the Owners pro-rata to their respective holdings of American Depositary Shares immediately prior to the Redemption, except that the allocations may be adjusted so that no fraction of a converted American Depositary Share is allocated to any Owner. A Redemption of all or substantially all of the Deposited Securities shall be a Termination Option Event.

(c) If the Depositary is notified of or there occurs any change in nominal value or any subdivision, combination or any other reclassification of the Deposited Securities or any recapitalization, reorganization, sale of assets substantially as an entirety, merger or consolidation affecting the issuer of the Deposited Securities or to which it is a party that is mandatory and binding on the Depositary as a holder of Deposited Securities and, as a result, securities or other property have been or will be delivered in exchange, conversion, replacement or in lieu of, Deposited Securities (a "Replacement"), the Depositary shall, if required, surrender the old Deposited Securities affected by that Replacement of Shares and hold, as new Deposited Securities under this Deposit Agreement, the new securities or other property delivered to it in that Replacement. However, the Depositary may elect to sell those new Deposited Securities if in the opinion of the Depositary it is not lawful or not practical for it to hold those new Deposited Securities under this Deposit Agreement because those new Deposited Securities may not be distributed to Owners without registration under the Securities Act of 1933 or for any other reason, at public or private sale, at such places and on such terms as it deems proper and proceed as if those new Deposited Securities had been Redeemed under paragraph (b) above. A Replacement shall be a Termination Option Event.

(d) In the case of a Replacement where the new Deposited Securities will continue to be held under this Deposit Agreement, the Depositary may call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing the new Deposited Securities and the number of those new Deposited Securities represented by each American Depositary Share. If the number of Shares represented by each American Depositary Share decreases as a result of a Replacement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

(e) If there are no Deposited Securities with respect to American Depositary Shares, including if the Deposited Securities are cancelled, or the Deposited Securities with respect to American Depositary Shares have become apparently worthless, the Depositary may call for surrender of those American Depositary Shares or may cancel those American Depositary Shares, upon notice to Owners, and a Termination Option Event occurs.

SECTION 4.9. Reports.

The Depositary shall make available for inspection by Owners at its Office any reports and communications, including any proxy solicitation material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of those Deposited Securities by the Company. The Company shall furnish reports and communications, including any proxy soliciting material to which this Section applies, to the Depositary in English, to the extent those materials are required to be translated into English pursuant to any regulations of the Commission.

SECTION 4.10. Lists of Owners.

Upon written request by the Company, the Depositary shall, at the expense of the Company, furnish to it a list, as of a recent date, of the names, addresses and American Depositary Share holdings of all Owners.

SECTION 4.11. Withholding.

If the Depositary determines that any distribution received or to be made by the Depositary (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge that the Depositary is obligated to withhold, the Depositary may sell, by public or private sale, all or a portion of the distributed property (including Shares and rights to subscribe therefor) in the amounts and manner the Depositary deems necessary and practicable to pay those taxes or charges, and the Depositary shall distribute the net proceeds of that sale, after deduction of those taxes or charges, to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them respectively.

Services for Owners and Holders that may permit them to obtain reduced rates of tax withholding at source or reclaim excess tax withheld, and the fees and costs associated with using services of that kind, are not provided under, and are outside the scope of, this Deposit Agreement.

Each Owner and Holder agrees to indemnify the Company, the Depositary, the Custodian and their respective directors, employees, agents and affiliates for, and hold each of them harmless against, any claim by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced withholding at source or other tax benefit received by it.

ARTICLE 5. THE DEPOSITARY, THE CUSTODIANS AND THE COMPANY

SECTION 5.1. Maintenance of Office and Transfer Books by the Depositary.

Until termination of this Deposit Agreement in accordance with its terms, the Depositary shall maintain facilities for the execution and delivery, registration, registration of transfers and surrender of American Depositary Shares in accordance with the provisions of this Deposit Agreement.

The Depositary shall keep books for the registration of American Depositary Shares, which shall be open for inspection by the Owners at the Depositary's Office during regular business hours, provided that such inspection is not for the purpose of communicating with Owners in the interest of a business or object other than the business of the Company or a matter related to this Deposit Agreement or the American Depositary Shares.

The Depositary may close the transfer books, at any time or from time to time, when deemed expedient by it in connection with the performance of its duties under this Deposit Agreement.

If any American Depositary Shares are listed on one or more stock exchanges, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registry of those American Depositary Shares in accordance with any requirements of that exchange or those exchanges.

The Company shall have the right, at all reasonable times, upon written request, to inspect transfer and registration records of the Depositary, the Registrar and any co-transfer agents or co-registrars and to require them to supply, at the Company's expense (unless otherwise agreed in writing between the Company and the Depositary) copies of such portions of their records as the Company may reasonably request.

SECTION 5.2. Prevention or Delay of Performance by the Company or the Depositary.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Owner or Holder:

(i) if by reason of (A) any provision of any present or future law or regulation or other act of the government of the United States, any State of the United States or any other state or jurisdiction, or of any governmental or regulatory authority or stock exchange; (B) (in the case of the Depositary only) any provision, present or future, of the articles of association or similar document of the Company, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof; or (C) any event or circumstance, whether natural or caused by a person or persons, that is beyond the ability of the Depositary or the Company, as the case may be, to prevent or counteract by reasonable care or effort (including, but not limited to, earthquakes, floods, severe storms, fires, explosions, war, terrorism, civil unrest, labor disputes or criminal acts; interruptions or malfunctions of utility services, Internet or other communications lines or systems; unauthorized access to or attacks on computer systems or websites; or other failures or malfunctions of computer hardware or software or other systems or equipment), the Depositary or the Company is, directly or indirectly, prevented from, forbidden to or delayed in, or could be subject to any civil or criminal penalty on account of doing or performing and therefore does not do or perform, any act or thing that, by the terms of this Deposit Agreement or the Deposited Securities, it is provided shall be done or performed;

(ii) for any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement (including any determination by the Depositary to take, or not take, any action that this Deposit Agreement provides the Depositary may take);

(iii) for the inability of any Owner or Holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Deposited Securities but is not, under the terms of this Deposit Agreement, made available to Owners or Holders; or

(iv) for any special, consequential or punitive damages for any breach of the terms of this Deposit Agreement.

Where, by the terms of a distribution to which Section 4.1, 4.2 or 4.3 applies, or an offering to which Section 4.4 applies, or for any other reason, that distribution or offering may not be made available to Owners, and the Depositary may not dispose of that distribution or offering on behalf of Owners and make the net proceeds available to Owners, then the Depositary shall not make that distribution or offering available to Owners, and shall allow any rights, if applicable, to lapse.

SECTION 5.3. Obligations of the Depositary and the Company.

The Company assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Owner or Holder, except that the Company agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

The Depositary assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Owner or Holder (including, without limitation, liability with respect to the validity or worth of the Deposited Securities), except that the Depositary agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith, and the Depositary shall not be a fiduciary or have any fiduciary duty to Owners or Holders.

Neither the Depositary nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the American Depositary Shares on behalf of any Owner or Holder or any other person.

Each of the Depositary and the Company may rely, and shall be protected in relying upon, any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Neither the Depositary nor the Company shall be liable for any action or non-action by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or any other person believed by it in good faith to be competent to give such advice or information.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary shall not be liable for the acts or omissions of any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of American Depositary Shares or Deposited Securities or otherwise.

In the absence of bad faith on its part, the Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any such vote is cast or the effect of any such vote.

The Depositary shall have no duty to make any determination or provide any information as to the tax status of the Company. Neither the Company nor the Depositary shall have any liability for any tax consequences that may be incurred by Owners or Holders as a result of owning or holding American Depositary Shares. None of the Company, the Depositary or the Custodian shall be liable for the inability or failure of an Owner or Holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

No disclaimer of liability under the Securities Act of 1933 is intended by any provision of this Deposit Agreement.

SECTION 5.4. Resignation and Removal of the Depositary.

The Depositary may at any time resign as Depositary hereunder by written notice of its election so to do delivered to the Company, to become effective upon the appointment of a successor depositary and its acceptance of that appointment as provided in this Section. The effect of resignation if a successor depositary is not appointed is provided for in Section 6.2.

The Depositary may at any time be removed by the Company by 120 days' prior written notice of that removal, to become effective upon the later of (i) the 120th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depositary and its acceptance of its appointment as provided in this Section.

If the Depositary resigns or is removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, The City of New York. Every successor depositary shall execute and deliver to the Company an instrument in writing accepting its appointment under this Deposit Agreement. If the Depositary receives notice from the Company that a successor depositary has been appointed following its resignation or removal, the Depositary, upon payment of all sums due it from the Company, shall deliver to its successor a register listing all the Owners and their respective holdings of outstanding American Depositary Shares and shall deliver the Deposited Securities to or to the order of its successor. When the Depositary has taken the actions specified in the preceding sentence (i) the successor shall become the Depositary and shall have all the rights and shall assume all the duties of the Depositary under this Deposit Agreement and (ii) the predecessor depositary shall cease to be the Depositary and shall be discharged and released from all obligations under this Deposit Agreement, except for its duties under Section 5.8 with respect to the time before that discharge. A successor Depositary shall notify the Owners of its appointment as soon as practical after assuming the duties of Depositary.

Any corporation or other entity into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

SECTION 5.5. The Custodians.

The Custodian shall be subject at all times and in all respects to the directions of the Depositary and shall be responsible solely to it. The Depositary in its discretion may at any time appoint a substitute or additional custodian or custodians, each of which shall thereafter be one of the Custodians under this Deposit Agreement. If the Depositary receives notice that a Custodian is resigning and, upon the effectiveness of that resignation there would be no Custodian acting under this Deposit Agreement, the Depositary shall, as promptly as practicable after receiving that notice, appoint a substitute custodian or custodians, each of which shall thereafter be a Custodian under this Deposit Agreement. The Depositary shall notify the Company of the appointment of a substitute or additional Custodian as promptly as practicable. The Depositary shall require any Custodian that resigns or is removed to deliver all Deposited Securities held by it to another Custodian.

SECTION 5.6. Notices and Reports.

If the Company takes or decides to take any corporate action of a kind that is addressed in Sections 4.1 to 4.4, or 4.6 to 4.8, or that effects or will effect a change of the name or legal structure of the Company, or that effects or will effect a change to the Shares, the Company shall notify the Depositary and the Custodian of that action or decision as soon as it is lawful and practical to give that notice. The notice shall be in English and shall include all details that the Company is required to include in any notice to any governmental or regulatory authority or securities exchange or is required to make available generally to holders of Shares by publication or otherwise.

The Company will arrange for the translation into English, if not already in English, to the extent required pursuant to any regulations of the Commission, and the prompt transmittal by the Company to the Depositary and the Custodian of all notices and any other reports and communications which are made generally available by the Company to holders of its Shares. If requested in writing by the Company, the Depositary will Disseminate, at the Company's expense, those notices, reports and communications to all Owners or otherwise make them available to Owners in a manner that the Company specifies as substantially equivalent to the manner in which those communications are made available to holders of Shares and compliant with the requirements of any securities exchange on which the American Depositary Shares are listed. The Company will timely provide the Depositary with the quantity of such notices, reports, and communications, as requested by the Depositary from time to time, in order for the Depositary to effect that Dissemination.

The Company represents that as of the date of this Deposit Agreement, the statements in Article 11 of the Receipt with respect to the Company's obligation to file periodic reports under the United States Securities Exchange Act of 1934, as amended, are true and correct. The Company agrees to promptly notify the Depositary upon becoming aware of any change in the truth of any of those statements.

SECTION 5.7. Distribution of Additional Shares, Rights, etc.

If the Company or any affiliate of the Company determines to make any issuance or distribution of (1) additional Shares, (2) rights to subscribe for Shares, (3) securities convertible into Shares, or (4) rights to subscribe for such securities (each a "Distribution"), the Company shall notify the Depositary in writing in English as promptly as practicable and in any event before the Distribution starts and, if requested in writing by the Depositary, the Company shall promptly furnish to the Depositary either (i) evidence satisfactory to the Depositary that the Distribution is registered under the Securities Act of 1933 or (ii) a written opinion from U.S. counsel for the Company that is reasonably satisfactory to the Depositary, stating that the Distribution does not require, or, if made in the United States, would not require, registration under the Securities Act of 1933.

The Company agrees with the Depositary that neither the Company nor any company controlled by, controlling or under common control with the Company will at any time deposit any Shares that, at the time of deposit, are Restricted Securities.

SECTION 5.8. Indemnification.

The Company agrees to indemnify the Depositary, its directors, employees, agents and affiliates and each Custodian against, and hold each of them harmless from, any liability or expense (including, but not limited to any fees and expenses incurred in seeking, enforcing or collecting such indemnity and the fees and expenses of counsel) that may arise out of or in connection with (a) any registration with the Commission of American Depositary Shares or Deposited Securities or the offer or sale thereof in the United States or (b) acts performed or omitted, pursuant to the provisions of or in connection with this Deposit Agreement and the American Depositary Shares, as the same may be amended, modified or supplemented from time to time, (i) by either the Depositary or a Custodian or their respective directors, employees, agents and affiliates, except for any liability or expense arising out of the negligence or bad faith of either of them, or (ii) by the Company or any of its directors, employees, agents and affiliates.

The Depositary agrees to indemnify the Company, its directors, employees, agents and affiliates and hold them harmless from any liability or expense that may arise out of acts performed or omitted by the Depositary or any Custodian or their respective directors, employees, agents and affiliates due to their negligence or bad faith.

SECTION 5.9. Charges of Depositary.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering American Depositary Shares or to whom American Depositary Shares are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the American Depositary Shares or Deposited Securities or a delivery of American Depositary Shares pursuant to Section 4.3), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable (including SWIFT) and facsimile transmission fees and expenses as are expressly provided in this Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.5, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the delivery of American Depositary Shares pursuant to Section 2.3, 4.3 or 4.4 and the surrender of American Depositary Shares pursuant to Section 2.5 or 6.2, (6) a fee of $.05 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to this Deposit Agreement, including, but not limited to Sections 4.1 through 4.4 and Section 4.8, (7) a fee for the distribution of securities pursuant to Section 4.2 or of rights pursuant to Section 4.4 (where the Depositary will not exercise or sell those rights on behalf of Owners), such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities under this Deposit Agreement (for purposes of this item 7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Owners, (8) in addition to any fee charged under item 6 above, a fee of $.05 or less per American Depositary Share (or portion thereof) per annum for depositary services, which will be payable as provided in item 9 below, and (9) any other charges payable by the Depositary or the Custodian, any of the Depositary's or Custodian’s agents or the agents of the Depositary's or Custodian’s agents, in connection with the servicing of Shares or other Deposited Securities (which charges shall be assessed against Owners as of the date or dates set by the Depositary in accordance with Section 4.6 and shall be payable at the sole discretion of the Depositary by billing those Owners for those charges or by deducting those charges from one or more cash dividends or other cash distributions).

The Depositary may collect any of its fees by deduction from any cash distribution payable, or by selling a portion of any securities to be distributed, to Owners that are obligated to pay those fees.

In performing its duties under this Deposit Agreement, the Depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the Depositary and that may earn or share fees, spreads or commissions.

The Depositary, subject to Section 2.9, may own and deal in any class of securities of the Company and its affiliates and in American Depositary Shares.

SECTION 5.10. Retention of Depositary Documents.

The Depositary is authorized to destroy those documents, records, bills and other data compiled during the term of this Deposit Agreement at the times permitted by the laws or regulations governing the Depositary.

SECTION 5.11. Exclusivity.

Without prejudice to the Company's rights under Section 5.4, the Company agrees not to appoint any other depositary for issuance of depositary shares, depositary receipts or any similar securities or instruments so long as The Bank of New York Mellon is acting as Depositary under this Deposit Agreement.

SECTION 5.12. Information for Regulatory Compliance.

Each of the Company and the Depositary shall provide to the other, as promptly as practicable, information from its records or otherwise available to it that is reasonably requested by the other to permit the other to comply with applicable law or requirements of governmental or regulatory authorities.

ARTICLE 6. AMENDMENT AND TERMINATION

SECTION 6.1. Amendment.

The form of the Receipts and any provisions of this Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Holders in any respect that they may deem necessary or desirable. Any amendment that would impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or that would otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding American Depositary Shares until the expiration of 30 days after notice of that amendment has been Disseminated to the Owners of outstanding American Depositary Shares. Every Owner and Holder, at the time any amendment so becomes effective, shall be deemed, by continuing to hold American Depositary Shares or any interest therein, to consent and agree to that amendment and to be bound by this Deposit Agreement as amended thereby. Upon the effectiveness of an amendment to the form of Receipt, including a change in the number of Shares represented by each American Depositary Share, the Depositary may call for surrender of Receipts to be replaced with new Receipts in the amended form or call for surrender of American Depositary Shares to effect that change of ratio. In no event shall any amendment impair the right of the Owner to surrender American Depositary Shares and receive delivery of the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

SECTION 6.2. Termination.

(a) The Company may initiate termination of this Deposit Agreement by notice to the Depositary. The Depositary may initiate termination of this Deposit Agreement if (i) at any time 60 days shall have expired after the Depositary delivered to the Company a written resignation notice and a successor depositary has not been appointed and accepted its appointment as provided in Section 5.4, (ii) an Insolvency Event or Delisting Event occurs with respect to the Company or (iii) a Termination Option Event has occurred or will occur. If termination of this Deposit Agreement is initiated, the Depositary shall Disseminate a notice of termination to the Owners of all American Depositary Shares then outstanding setting a date for termination (the "Termination Date"), which shall be at least 90 days after the date of that notice, and this Deposit Agreement shall terminate on that Termination Date.

(b) After the Termination Date, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary under Sections 5.8 and 5.9.

(c) At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under this Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will be general creditors of the Depositary with respect to those net proceeds and that other cash. After making that sale, the Depositary shall be discharged from all obligations under this Deposit Agreement, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of such American Depositary Shares in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges) and (ii) for its obligations under Section 5.8 and (iii) to act as provided in paragraph (d) below.

(d) After the Termination Date, the Depositary shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in this Deposit Agreement and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges). After the Termination Date, the Depositary shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depositary may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depositary will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depositary may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under this Deposit Agreement except as provided in this Section.

ARTICLE 7. MISCELLANEOUS

SECTION 7.1. Counterparts; Signatures.

This Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of those counterparts shall constitute one and the same instrument. Copies of this Deposit Agreement shall be filed with the Depositary and the Custodians and shall be open to inspection by any Owner or Holder during regular business hours.

Any manual signature on this Deposit Agreement that is faxed, scanned or photocopied, and any electronic signature valid under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001, *et. seq*., shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature, and the parties hereby waive any objection to the contrary.

SECTION 7.2. No Third Party Beneficiaries.

This Deposit Agreement is for the exclusive benefit of the Company, the Depositary, the Owners and the Holders and their respective successors and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.

SECTION 7.3. Severability.

In case any one or more of the provisions contained in this Deposit Agreement or in a Receipt should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Deposit Agreement or that Receipt shall in no way be affected, prejudiced or disturbed thereby.

SECTION 7.4. Owners and Holders as Parties; Binding Effect.

The Owners and Holders from time to time shall be parties to this Deposit Agreement and shall be bound by all of the terms and conditions of this Deposit Agreement and of the Receipts by acceptance of American Depositary Shares or any interest therein.

SECTION 7.5. Notices.

Any and all notices to be given to the Company shall be in writing and shall be deemed to have been duly given if personally delivered or sent by domestic first class or international air mail or air courier or sent by facsimile transmission or email attaching a pdf or similar bit-mapped image of a signed writing, provided that receipt of the facsimile transmission or email has been confirmed by the recipient, addressed to Opera Limited, _____, Attention: _____, or any other place to which the Company may have transferred its principal office with notice to the Depositary.

Any and all notices to be given to the Depositary shall be in writing and shall be deemed to have been duly given if in English and personally delivered or sent by first class domestic or international air mail or air courier or sent by facsimile transmission or email attaching a pdf or similar bit-mapped image of a signed writing, addressed to The Bank of New York Mellon, 101 Barclay Street, New York, New York 10286, Attention: Depositary Receipt Administration, or any other place to which the Depositary may have transferred its Office with notice to the Company.

Delivery of a notice to the Company or Depositary by mail or air courier shall be deemed effected when deposited, postage prepaid, in a post-office letter box or received by an air courier service. Delivery of a notice to the Company or Depositary sent by facsimile transmission or email shall be deemed effected when the recipient acknowledges receipt of that notice.

A notice to be given to an Owner shall be deemed to have been duly given when Disseminated to that Owner. Dissemination in paper form will be effective when personally delivered or sent by first class domestic or international air mail or air courier, addressed to that Owner at the address of that Owner as it appears on the transfer books for American Depositary Shares of the Depositary, or, if that Owner has filed with the Depositary a written request that notices intended for that Owner be mailed to some other address, at the address designated in that request. Dissemination in electronic form will be effective when sent in the manner consented to by the Owner to the electronic address most recently provided by the Owner for that purpose.

SECTION 7.6. Appointment of Agent for Service of Process; Submission to Jurisdiction; Jury Trial Waiver.

The Company hereby (i) designates and appoints the person named in Exhibit A to this Deposit Agreement, located in the State of New York, as the Company's authorized agent upon which process may be served in any suit or proceeding arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement (a "Proceeding"), (ii) consents and submits to the jurisdiction of any state or federal court in the State of New York in which any Proceeding may be instituted and (iii) agrees that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any Proceeding. The Company agrees to deliver to the Depositary, upon the execution and delivery of this Deposit Agreement, a written acceptance by the agent named in Exhibit A to this Deposit Agreement of its appointment as process agent. The Company further agrees to take any and all action, including the filing of any and all such documents and instruments, as may be necessary to continue that designation and appointment in full force and effect, or to appoint and maintain the appointment of another process agent located in the United States as required above, and to deliver to the Depositary a written acceptance by that agent of that appointment, for so long as any American Depositary Shares or Receipts remain outstanding or this Deposit Agreement remains in force. In the event the Company fails to maintain the designation and appointment of a process agent in the United States in full force and effect, the Company hereby waives personal service of process upon it and consents that a service of process in connection with a Proceeding may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices under this Deposit Agreement, and service so made shall be deemed completed five (5) days after the same shall have been so mailed.

EACH PARTY TO THIS DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH OWNER AND HOLDER) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE AMERICAN DEPOSITARY SHARES OR THE RECEIPTS, THIS DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF, INCLUDING, WITHOUT LIMITATION, ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

SECTION 7.7. Waiver of Immunities.

To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any immunity of that kind and consents to relief and enforcement as provided above.

SECTION 7.8. Governing Law.

This Deposit Agreement and the Receipts shall be interpreted in accordance with and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, OPERA LIMITED and THE BANK OF NEW YORK MELLON have duly executed this Deposit Agreement as of the day and year first set forth above and all Owners and Holders shall become parties hereto upon acceptance by them of American Depositary Shares or any interest therein.

OPERA LIMITED

By:_____
Name:
Title:

THE BANK OF NEW YORK MELLON,
as Depositary

By:_____
Name:
Title:

EXHIBIT A

AMERICAN DEPOSITARY SHARES
(Each American Depositary Share represents
two deposited Shares)

THE BANK OF NEW YORK MELLON
AMERICAN DEPOSITARY RECEIPT
FOR ORDINARY SHARES OF
OPERA LIMITED
(INCORPORATED UNDER THE LAWS OF THE CAYMAN ISLANDS)

The Bank of New York Mellon, as depositary (hereinafter called the "Depositary"), hereby certifies that_____, or registered assigns IS THE OWNER OF _____

AMERICAN DEPOSITARY SHARES

representing deposited ordinary shares (herein called "Shares") of Opera Limited, incorporated under the laws of the Cayman Islands (herein called the "Company"). At the date hereof, each American Depositary Share represents two Shares deposited or subject to deposit under the Deposit Agreement (as such term is hereinafter defined) with a custodian for the Depositary (herein called the "Custodian") that, as of the date of the Deposit Agreement, was The Hongkong and Shanghai Banking Corporation Limited located in Hong Kong. The Depositary's Office is located at a different address than its principal executive office. Its Office is located at 101 Barclay Street, New York, N.Y. 10286, and its principal executive office is located at 225 Liberty Street, New York, N.Y. 10286.

THE DEPOSITARY'S OFFICE ADDRESS IS
101 BARCLAY STREET, NEW YORK, N.Y. 10286

1. THE DEPOSIT AGREEMENT.

This American Depositary Receipt is one of an issue (herein called "Receipts"), all issued and to be issued upon the terms and conditions set forth in the Deposit Agreement dated as of _____, 2018 (herein called the "Deposit Agreement") among the Company, the Depositary, and all Owners and Holders from time to time of American Depositary Shares issued thereunder, each of whom by accepting American Depositary Shares agrees to become a party thereto and become bound by all the terms and conditions thereof. The Deposit Agreement sets forth the rights of Owners and Holders and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other securities, property and cash from time to time received in respect of those Shares and held thereunder (those Shares, securities, property, and cash are herein called "Deposited Securities"). Copies of the Deposit Agreement are on file at the Depositary's Office in New York City and at the office of the Custodian.

The statements made on the face and reverse of this Receipt are summaries of certain provisions of the Deposit Agreement and are qualified by and subject to the detailed provisions of the Deposit Agreement, to which reference is hereby made. Capitalized terms defined in the Deposit Agreement and not defined herein shall have the meanings set forth in the Deposit Agreement.

2. SURRENDER OF AMERICAN DEPOSITARY SHARES AND WITHDRAWAL OF SHARES.

Upon surrender of American Depositary Shares for the purpose of withdrawal of the Deposited Securities represented thereby and payment of the fee of the Depositary for the surrender of American Depositary Shares as provided in Section 5.9 of the Deposit Agreement and payment of all taxes and governmental charges payable in connection with that surrender and withdrawal of the Deposited Securities, and subject to the terms and conditions of the Deposit Agreement, the Owner of those American Depositary Shares shall be entitled to delivery (to the extent delivery can then be lawfully and practicably made), to or as instructed by that Owner, of the amount of Deposited Securities at the time represented by those American Depositary Shares, but not any money or other property as to which a record date for distribution to Owners has passed (since money or other property of that kind will be delivered or paid on the scheduled payment date to the Owner as of that record date), and except that the Depositary shall not be required to accept surrender of American Depositary Shares for the purpose of withdrawal to the extent it would require delivery of a fraction of a Deposited Security. The Depositary shall direct the Custodian with respect to delivery of Deposited Securities and may charge the surrendering Owner a fee and its expenses for giving that direction by cable (including SWIFT) or facsimile transmission. If Deposited Securities are delivered physically upon surrender of American Depositary Shares for the purpose of withdrawal, that delivery will be made at the Custodian's office, except that, at the request, risk and expense of the surrendering Owner, and for the account of that Owner, the Depositary shall direct the Custodian to forward any cash or other property comprising, and forward a certificate or certificates, if applicable, and other proper documents of title, if any, for, the Deposited Securities represented by the surrendered American Depositary Shares to the Depositary for delivery at the Depositary's Office or to another address specified in the order received from the surrendering Owner.

3. REGISTRATION OF TRANSFER OF AMERICAN DEPOSITARY SHARES; COMBINATION AND SPLIT-UP OF RECEIPTS; INTERCHANGE OF CERTIFICATED AND UNCERTIFICATED AMERICAN DEPOSITARY SHARES.

The Depositary, subject to the terms and conditions of the Deposit Agreement, shall register a transfer of American Depositary Shares on its transfer books upon (i) in the case of certificated American Depositary Shares, surrender of the Receipt evidencing those American Depositary Shares, by the Owner or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer or (ii) in the case of uncertificated American Depositary Shares, receipt from the Owner of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.10 of that Agreement), and, in either case, duly stamped as may be required by the laws of the State of New York and of the United States of America. Upon registration of a transfer, the Depositary shall deliver the transferred American Depositary Shares to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of the Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary, upon surrender of certificated American Depositary Shares for the purpose of exchanging for uncertificated American Depositary Shares, shall cancel the Receipt evidencing those certificated American Depositary Shares and send the Owner a statement confirming that the Owner is the owner of the same number of uncertificated American Depositary Shares. The Depositary, upon receipt of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.10 of the Deposit Agreement) from the Owner of uncertificated American Depositary Shares for the purpose of exchanging for certificated American Depositary Shares, shall cancel those uncertificated American Depositary Shares and register and deliver to the Owner a Receipt evidencing the same number of certificated American Depositary Shares.

As a condition precedent to the delivery, registration of transfer, or surrender of any American Depositary Shares or split-up or combination of any Receipt or withdrawal of any Deposited Securities, the Depositary, the Custodian, or Registrar may require payment from the depositor of the Shares or the presenter of the Receipt or instruction for registration of transfer or surrender of American Depositary Shares not evidenced by a Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in the Deposit Agreement, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of the Deposit Agreement.

The delivery of American Depositary Shares against deposit of Shares generally or against deposit of particular Shares may be suspended, or the registration of transfer of American Depositary Shares in particular instances may be refused, or the registration of transfer of outstanding American Depositary Shares generally may be suspended, during any period when the transfer books of the Depositary are closed, or if any such action is deemed necessary or advisable by the Depositary or the Company at any time or from time to time because of any requirement of law or of any government or governmental body or commission, or under any provision of the Deposit Agreement, or for any other reason. Notwithstanding anything to the contrary in the Deposit Agreement or this Receipt, the surrender of outstanding American Depositary Shares and withdrawal of Deposited Securities may not be suspended subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the Foreign Registrar, if applicable, or the deposit of Shares in connection with voting at a shareholders' meeting, or the payment of dividends, (ii) the payment of fees, taxes and similar charges, and (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the American Depositary Shares or to the withdrawal of the Deposited Securities. The Depositary shall not knowingly accept for deposit under the Deposit Agreement any Shares that, at the time of deposit, are Restricted Securities.

4. LIABILITY OF OWNER FOR TAXES.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to or in connection with any American Depositary Shares or any Deposited Securities represented by any American Depositary Shares or in connection with a transaction to which Section 4.8 of the Deposit Agreement applies, that tax or other governmental charge shall be payable by the Owner of those American Depositary Shares to the Depositary. The Depositary may refuse to register any transfer of those American Depositary Shares or any withdrawal of Deposited Securities represented by those American Depositary Shares until that payment is made, and may withhold any dividends or other distributions or the proceeds thereof, or may sell for the account of the Owner any part or all of the Deposited Securities represented by those American Depositary Shares, and may apply those dividends or other distributions or the net proceeds of any sale of that kind in payment of that tax or other governmental charge but, even after a sale of that kind, the Owner shall remain liable for any deficiency. The Depositary shall distribute any net proceeds of a sale made under Section 3.2 of the Deposit Agreement that are not used to pay taxes or governmental charges to the Owners entitled to them in accordance with Section 4.1 of the Deposit Agreement. If the number of Shares represented by each American Depositary Share decreases as a result of a sale of Deposited Securities under Section 3.2 of the Deposit Agreement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

5. WARRANTIES ON DEPOSIT OF SHARES.

Every person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that those Shares and each certificate therefor, if applicable, are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding securities of the Company and that the person making that deposit is duly authorized so to do. Every depositing person shall also be deemed to represent that the Shares, at the time of deposit, are not Restricted Securities. All representations and warranties deemed made under Section 3.3 of the Deposit Agreement shall survive the deposit of Shares and delivery of American Depositary Shares.

6. FILING PROOFS, CERTIFICATES, AND OTHER INFORMATION.

Any person presenting Shares for deposit or any Owner or Holder may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may deem necessary or proper. The Depositary may withhold the delivery or registration of transfer of any American Depositary Shares, the distribution of any dividend or other distribution or of the proceeds thereof or the delivery of any Deposited Securities until that proof or other information is filed or those certificates are executed or those representations and warranties are made. As conditions of accepting Shares for deposit, the Depositary may require (i) any certification required by the Depositary or the Custodian in accordance with the provisions of the Deposit Agreement, (ii) a written order directing the Depositary to deliver to, or upon the written order of, the person or persons stated in that order, the number of American Depositary Shares representing those Deposited Shares, (iii) evidence satisfactory to the Depositary that those Shares have been re-registered in the books of the Company or the Foreign Registrar in the name of the Depositary, a Custodian or a nominee of the Depositary or a Custodian, (iv) evidence satisfactory to the Depositary that any necessary approval has been granted by any governmental body in each applicable jurisdiction and (v) an agreement or assignment, or other instrument satisfactory to the Depositary, that provides for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property, that any person in whose name those Shares are or have been recorded may thereafter receive upon or in respect of those Shares, or, in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

7. CHARGES OF DEPOSITARY.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering American Depositary Shares or to whom American Depositary Shares are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the American Depositary Shares or Deposited Securities or a delivery of American Depositary Shares pursuant to Section 4.3 of the Deposit Agreement), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable (including SWIFT) and facsimile transmission fees and expenses as are expressly provided in the Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.5 of the Deposit Agreement, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the delivery of American Depositary Shares pursuant to Section 2.3, 4.3 or 4.4 of the Deposit Agreement and the surrender of American Depositary Shares pursuant to Section 2.5 or 6.2 of the Deposit Agreement, (6) a fee of $.05 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to the Deposit Agreement, including, but not limited to Sections 4.1 through 4.4 and 4.8 of the Deposit Agreement, (7) a fee for the distribution of securities pursuant to Section 4.2 of the Deposit Agreement or of rights pursuant to Section 4.4 of that Agreement (where the Depositary will not exercise or sell those rights on behalf of Owners), such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities under the Deposit Agreement (for purposes of this item 7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Owners, (8) in addition to any fee charged under item 6, a fee of $.05 or less per American Depositary Share (or portion thereof) per annum for depositary services, which will be payable as provided in item 9 below, and (9) any other charges payable by the Depositary or the Custodian, any of the Depositary's or Custodian’s agents or the agents of the Depositary's or Custodian’s agents, in connection with the servicing of Shares or other Deposited Securities (which charges shall be assessed against Owners as of the date or dates set by the Depositary in accordance with Section 4.6 of the Deposit Agreement and shall be payable at the sole discretion of the Depositary by billing those Owners for those charges or by deducting those charges from one or more cash dividends or other cash distributions).

The Depositary may collect any of its fees by deduction from any cash distribution payable, or by selling a portion of any securities to be distributed, to Owners that are obligated to pay those fees.

The Depositary, subject to Article 8 hereof, may own and deal in any class of securities of the Company and its affiliates and in American Depositary Shares.

From time to time, the Depositary may make payments to the Company to reimburse the Company for costs and expenses generally arising out of establishment and maintenance of the American Depositary Shares program, waive fees and expenses for services provided by the Depositary or share revenue from the fees collected from Owners or Holders. In performing its duties under the Deposit Agreement, the Depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the Depositary and that may earn or share fees, spreads or commissions.

8. [RESERVED]

9. TITLE TO AMERICAN DEPOSITARY SHARES.

It is a condition of the American Depositary Shares, and every successive Owner and Holder of American Depositary Shares, by accepting or holding the same, consents and agrees that American Depositary Shares evidenced by a Receipt, when the Receipt is properly endorsed or accompanied by proper instruments of transfer, shall be transferable as certificated registered securities under the laws of the State of New York, and that American Depositary Shares not evidenced by Receipts shall be transferable as uncertificated registered securities under the laws of the State of New York. The Depositary, notwithstanding any notice to the contrary, may treat the Owner of American Depositary Shares as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in the Deposit Agreement and for all other purposes, and neither the Depositary nor the Company shall have any obligation or be subject to any liability under the Deposit Agreement to any Holder of American Depositary Shares, but only to the Owner.

10. VALIDITY OF RECEIPT.

This Receipt shall not be entitled to any benefits under the Deposit Agreement or be valid or obligatory for any purpose, unless this Receipt shall have been (i) executed by the Depositary by the manual signature of a duly authorized officer of the Depositary or (ii) executed by the facsimile signature of a duly authorized officer of the Depositary and countersigned by the manual signature of a duly authorized signatory of the Depositary or the Registrar or a co-registrar.

11. REPORTS; INSPECTION OF TRANSFER BOOKS.

The Company is subject to the periodic reporting requirements of the Securities Exchange Act of 1934 and, accordingly, files certain reports with the Securities and Exchange Commission. Those reports will be available for inspection and copying through the Commission's EDGAR system or at public reference facilities maintained by the Commission in Washington, D.C.

The Depositary will make available for inspection by Owners at its Office any reports, notices and other communications, including any proxy soliciting material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of those Deposited Securities by the Company. The Company shall furnish reports and communications, including any proxy soliciting material to which Section 4.9 of the Deposit Agreement applies, to the Depositary in English, to the extent such materials are required to be translated into English pursuant to any regulations of the Commission.

The Depositary will keep books for the registration of American Depositary Shares and transfers of American Depositary Shares, which shall be open for inspection by the Owners at the Depositary’s Office during regular business hours, provided that such inspection shall not be for the purpose of communicating with Owners in the interest of a business or object other than the business of the Company or a matter related to the Deposit Agreement or the American Depositary Shares.

12. DIVIDENDS AND DISTRIBUTIONS.

Whenever the Depositary receives any cash dividend or other cash distribution on Deposited Securities, the Depositary will, if at the time of receipt thereof any amounts received in a foreign currency can in the judgment of the Depositary be converted on a reasonable basis into Dollars transferable to the United States, and subject to the Deposit Agreement, convert that dividend or other cash distribution into Dollars and distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement) to the Owners entitled thereto; provided, however, that if the Custodian or the Depositary is required to withhold and does withhold from that cash dividend or other cash distribution an amount on account of taxes or other governmental charges, the amount distributed to the Owners of the American Depositary Shares representing those Deposited Securities shall be reduced accordingly. If a cash distribution would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may require surrender of those American Depositary Shares and may require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that cash distribution. A distribution of that kind shall be a Termination Option Event.

Subject to the provisions of Section 4.11 and 5.9 of the Deposit Agreement, whenever the Depositary receives any distribution other than a distribution described in Section 4.1, 4.3 or 4.4 of the Deposit Agreement on Deposited Securities (but not in exchange for or in conversion or in lieu of Deposited Securities), the Depositary will cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary and any taxes or other governmental charges, in any manner that the Depositary deems equitable and practicable for accomplishing that distribution (which may be a distribution of depositary shares representing the securities received); provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Owners of Receipts entitled thereto, or if for any other reason the Depositary deems such distribution not to be lawful and feasible, the Depositary may adopt such other method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and distribution of the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement) to the Owners entitled thereto all in the manner and subject to the conditions set forth in Section 4.1 of the Deposit Agreement. The Depositary may withhold any distribution of securities under Section 4.2 of the Deposit Agreement if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933. The Depositary may sell, by public or private sale, an amount of securities or other property it would otherwise distribute under this Article that is sufficient to pay its fees and expenses in respect of that distribution. If a distribution under Section 4.2 of the Deposit Agreement would represent a return of all of substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may require surrender of those American Depositary Shares and may require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that distribution. A distribution of that kind shall be a Termination Option Event.

Whenever the Depositary receives any distribution consisting of a dividend in, or free distribution of, Shares, the Depositary may, and shall if the Company so requests in writing, deliver to the Owners entitled thereto, an aggregate number of American Depositary Shares representing the amount of Shares received as that dividend or free distribution, subject to the terms and conditions of the Deposit Agreement with respect to the deposit of Shares and issuance of American Depositary Shares, including the withholding of any tax or other governmental charge as provided in Section 4.11 of the Deposit Agreement and the payment of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement (and the Depositary may sell, by public or private sale, an amount of Shares received (or American Depositary Shares representing those Shares) sufficient to pay its fees and expenses in respect of that distribution). In lieu of delivering fractional American Depositary Shares, the Depositary may sell the amount of Shares represented by the aggregate of those fractions (or American Depositary Shares representing those Shares) and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.1of the Deposit Agreement. If and to the extent that additional American Depositary Shares are not delivered and Shares or American Depositary Shares are not sold, each American Depositary Share shall thenceforth also represent the additional Shares distributed on the Deposited Securities represented thereby.

If the Company declares a distribution in which holders of Deposited Securities have a right to elect whether to receive cash, Shares or other securities or a combination of those things, or a right to elect to have a distribution sold on their behalf, the Depositary may, after consultation with the Company, make that right of election available for exercise by Owners any manner the Depositary considers to be lawful and practical. As a condition of making a distribution election right available to Owners, the Depositary may require satisfactory assurances from the Company that doing so does not require registration of any securities under the Securities Act of 1933.

If the Depositary determines that any distribution received or to be made by the Depositary (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge that the Depositary is obligated to withhold, the Depositary may sell, by public or private sale, all or a portion of the distributed property (including Shares and rights to subscribe therefor) in the amounts and manner the Depositary deems necessary and practicable to pay any those taxes or charges, and the Depositary shall distribute the net proceeds of that sale, after deduction of those taxes or charges, to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them respectively.

Each Owner and Holder agrees to indemnify the Company, the Depositary, the Custodian and their respective directors, employees, agents and affiliates for, and hold each of them harmless against, any claim by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced withholding at source or other tax benefit received by it. Services for Owners and Holders that may permit them to obtain reduced rates of tax withholding at source or reclaim excess tax withheld, and the fees and costs associated with using services of that kind, are not provided under, and are outside the scope of, the Deposit Agreement.

13. RIGHTS.

(a) If rights are granted to the Depositary in respect of deposited Shares to purchase additional Shares or other securities, the Company and the Depositary shall endeavor to consult as to the actions, if any, the Depositary should take in connection with that grant of rights. The Depositary may, to the extent deemed by it to be lawful and practical (i) if requested in writing by the Company, grant to all or certain Owners rights to instruct the Depositary to purchase the securities to which the rights relate and deliver those securities or American Depositary Shares representing those securities to Owners, (ii) if requested in writing by the Company, deliver the rights to or to the order of certain Owners, or (iii) sell the rights to the extent practicable and distribute the net proceeds of that sale to Owners entitled to those proceeds. To the extent rights are not exercised, delivered or disposed of under (i), (ii) or (iii) above, the Depositary shall permit the rights to lapse unexercised.

(b) If the Depositary will act under (a)(i) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon instruction from an applicable Owner in the form the Depositary specified and upon payment by that Owner to the Depositary of an amount equal to the purchase price of the securities to be received upon the exercise of the rights, the Depositary shall, on behalf of that Owner, exercise the rights and purchase the securities. The purchased securities shall be delivered to, or as instructed by, the Depositary. The Depositary shall (i) deposit the purchased Shares under the Deposit Agreement and deliver American Depositary Shares representing those Shares to that Owner or (ii) deliver or cause the purchased Shares or other securities to be delivered to or to the order of that Owner. The Depositary will not act under (a)(i) above unless the offer and sale of the securities to which the rights relate are registered under the Securities Act of 1933 or the Depositary has received an opinion of United States counsel that is satisfactory to it to the effect that those securities may be sold and delivered to the applicable Owners without registration under the Securities Act of 1933.

(c) If the Depositary will act under (a)(ii) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon (i) the request of an applicable Owner to deliver the rights allocable to the American Depositary Shares of that Owner to an account specified by that Owner to which the rights can be delivered and (ii) receipt of such documents as the Company and the Depositary agreed to require to comply with applicable law, the Depositary will deliver those rights as requested by that Owner.

(d) If the Depositary will act under (a)(iii) above, the Depositary will use reasonable efforts to sell the rights in proportion to the number of American Depositary Shares held by the applicable Owners and pay the net proceeds to the Owners otherwise entitled to the rights that were sold, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any American Depositary Shares or otherwise.

(e) Payment or deduction of the fees of the Depositary as provided in Section 5.9 of the Deposit Agreement and payment or deduction of the expenses of the Depositary and any applicable taxes or other governmental charges shall be conditions of any delivery of securities or payment of cash proceeds under Section 4.4 of that Agreement.

(f) The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make rights available to or exercise rights on behalf of Owners in general or any Owner in particular , or to sell rights.

14. CONVERSION OF FOREIGN CURRENCY.

Whenever the Depositary or the Custodian receives foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can in the judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary shall convert or cause to be converted by sale or in any other manner that it may determine that foreign currency into Dollars, and those Dollars shall be distributed to the Owners entitled thereto. A cash distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners based on exchange restrictions, the date of delivery of any American Depositary Shares or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.9 of the Deposit Agreement.

If a conversion of foreign currency or the repatriation or distribution of Dollars can be effected only with the approval or license of any government or agency thereof, the Depositary may, but will not be required to, file an application for that approval or license.

If the Depositary determines that in its judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof that is required for such conversion is not filed or sought by the Depositary or is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Owners entitled to receive the same.

If any conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make that conversion and distribution in Dollars to the extent practicable and permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold that balance uninvested and without liability for interest thereon for the account of, the Owners entitled thereto.

The Depositary may convert currency itself or through any of its affiliates and, in those cases, acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the Deposit Agreement and the rate that the Depositary or its affiliate receives when buying or selling foreign currency for its own account. The Depositary makes no representation that the exchange rate used or obtained in any currency conversion under the Deposit Agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to Owners, subject to the Depositary's obligations under Section 5.3 of that Agreement. The methodology used to determine exchange rates used in currency conversions is available upon request.

15. RECORD DATES.

Whenever a cash dividend, cash distribution or any other distribution is made on Deposited Securities or rights to purchase Shares or other securities are issued with respect to Deposited Securities (which rights will be delivered to or exercised or sold on behalf of Owners in accordance with Section 4.4 of the Deposit Agreement) or the Depositary receives notice that a distribution or issuance of that kind will be made, or whenever the Depositary receives notice that a meeting of holders of Shares will be held in respect of which the Company has requested the Depositary to send a notice under Section 4.7 of the Deposit Agreement, or whenever the Depositary will assess a fee or charge against the Owners, or whenever the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary otherwise finds it necessary or convenient, the Depositary shall fix a record date, which shall be the same as, or as near as practicable to, any corresponding record date set by the Company with respect to Shares, (a) for the determination of the Owners (i) who shall be entitled to receive the benefit of that dividend or other distribution or those rights, (ii) who shall be entitled to give instructions for the exercise of voting rights at that meeting, (iii) who shall be responsible for that fee or charge or (iv) for any other purpose for which the record date was set, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.1 through 4.5 of the Deposit Agreement and to the other terms and conditions of the Deposit Agreement, the Owners on a record date fixed by the Depositary shall be entitled to receive the amount distributable by the Depositary with respect to that dividend or other distribution or those rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by them respectively, to give voting instructions or to act in respect of the other matter for which that record date was fixed, or be responsible for that fee or charge, as the case may be.

16. VOTING OF DEPOSITED SHARES.

(a) Upon receipt of notice of any meeting of holders of Shares at which holders of Shares will be entitled to vote, if requested in writing by the Company, the Depositary shall, as soon as practicable thereafter, Disseminate to the Owners a notice, the form of which shall be in the sole discretion of the Depositary, that shall contain (i) the information contained in the notice of meeting received by the Depositary, (ii) a statement that the Owners as of the close of business on a specified record date will be entitled, subject to any applicable provision of Cayman Islands law and of the articles of association or similar documents of the Company, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Shares represented by their respective American Depositary Shares, (iii) a statement as to the manner in which those instructions may be given and (iv) the last date on which the Depositary will accept instructions (the "Instruction Cutoff Date").

(b) Upon the written request of an Owner of American Depositary Shares, as of the date of the request or, if a record date was specified by the Depositary, as of that record date, received on or before any Instruction Cutoff Date established by the Depositary, the Depositary may, and if the Depositary sent a notice under the preceding paragraph shall, endeavor, in so far as practicable, to vote or cause to be voted the amount of deposited Shares represented by those American Depositary Shares in accordance with the instructions set forth in that request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the deposited Shares other than in accordance with instructions given by Owners and received by the Depositary.

(c) There can be no assurance that Owners generally or any Owner in particular will receive the notice described in paragraph (a) above in time to enable Owners to give instructions to the Depositary prior to the Instruction Cutoff Date.

(d) In order to give Owners a reasonable opportunity to instruct the Depositary as to the exercise of voting rights relating to Shares, if the Company will request the Depositary to Disseminate a notice under paragraph (a) above, the Company shall give the Depositary notice of the meeting, details concerning the matters to be voted upon and copies of materials to be made available to holders of Shares in connection with the meeting not less than 30 days prior to the meeting date.

17. TENDER AND EXCHANGE OFFERS; REDEMPTION, REPLACEMENT OR CANCELLATION OF DEPOSITED SECURITIES.

(a) The Depositary shall not tender any Deposited Securities in response to any voluntary cash tender offer, exchange offer or similar offer made to holders of Deposited Securities (a "Voluntary Offer"), except when instructed in writing to do so by an Owner surrendering American Depositary Shares and subject to any conditions or procedures the Depositary may require.

(b) If the Depositary receives a written notice that Deposited Securities have been redeemed for cash or otherwise purchased for cash in a transaction that is mandatory and binding on the Depositary as a holder of those Deposited Securities (a "Redemption"), the Depositary, at the expense of the Company, shall (i) if required, surrender Deposited Securities that have been redeemed to the issuer of those securities or its agent on the redemption date, (ii) Disseminate a notice to Owners (A) notifying them of that Redemption, (B) calling for surrender of a corresponding number of American Depositary Shares and (C) notifying them that the called American Depositary Shares have been converted into a right only to receive the money received by the Depositary upon that Redemption and those net proceeds shall be the Deposited Securities to which Owners of those converted American Depositary Shares shall be entitled upon surrenders of those American Depositary Shares in accordance with Section 2.5 or 6.2 of the Deposit Agreement and (iii) distribute the money received upon that Redemption to the Owners entitled to it upon surrender by them of called American Depositary Shares in accordance with Section 2.5 of that Agreement (and, for the avoidance of doubt, Owners shall not be entitled to receive that money under Section 4.1 of that Agreement). If the Redemption affects less than all the Deposited Securities, the Depositary shall call for surrender a corresponding portion of the outstanding American Depositary Shares and only those American Depositary Shares will automatically be converted into a right to receive the net proceeds of the Redemption. The Depositary shall allocate the American Depositary Shares converted under the preceding sentence among the Owners pro-rata to their respective holdings of American Depositary Shares immediately prior to the Redemption, except that the allocations may be adjusted so that no fraction of a converted American Depositary Share is allocated to any Owner. A Redemption of all or substantially all of the Deposited Securities shall be a Termination Option Event.

(c) If the Depositary is notified of or there occurs any change in nominal value or any subdivision, combination or any other reclassification of the Deposited Securities or any recapitalization, reorganization, sale of assets substantially as an entirety, merger or consolidation affecting the issuer of the Deposited Securities or to which it is a party that is mandatory and binding on the Depositary as a holder of Deposited Securities and, as a result, securities or other property have been or will be delivered in exchange, conversion, replacement or in lieu of, Deposited Securities (a "Replacement"), the Depositary shall, if required, surrender the old Deposited Securities affected by that Replacement of Shares and hold, as new Deposited Securities under the Deposit Agreement, the new securities or other property delivered to it in that Replacement. However, the Depositary may elect to sell those new Deposited Securities if in the opinion of the Depositary it is not lawful or not practical for it to hold those new Deposited Securities under the Deposit Agreement because those new Deposited Securities may not be distributed to Owners without registration under the Securities Act of 1933 or for any other reason, at public or private sale, at such places and on such terms as it deems proper and proceed as if those new Deposited Securities had been Redeemed under paragraph (b) above. A Replacement shall be a Termination Option Event.

(d) In the case of a Replacement where the new Deposited Securities will continue to be held under the Deposit Agreement, the Depositary may call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing the new Deposited Securities and the number of those new Deposited Securities represented by each American Depositary Share. If the number of Shares represented by each American Depositary Share decreases as a result of a Replacement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

(e) If there are no Deposited Securities with respect to American Depositary Shares, including if the Deposited Securities are cancelled, or the Deposited Securities with respect to American Depositary Shares become apparently worthless, the Depositary may call for surrender of those American Depositary Shares or may cancel those American Depositary Shares, upon notice to Owners, and a Termination Option Event occurs.

18. LIABILITY OF THE COMPANY AND DEPOSITARY.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Owner or Holder:

(i) if by reason of (A) any provision of any present or future law or regulation or other act of the government of the United States, any State of the United States or any other state or jurisdiction, or of any governmental or regulatory authority or stock exchange; (B) (in the case of the Depositary only) any provision, present or future, of the articles of association or similar document of the Company, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof; or (C) any event or circumstance, whether natural or caused by a person or persons, that is beyond the ability of the Depositary or the Company, as the case may be, to prevent or counteract by reasonable care or effort (including, but not limited to earthquakes, floods, severe storms, fires, explosions, war, terrorism, civil unrest, labor disputes or criminal acts; interruptions or malfunctions of utility services, Internet or other communications lines or systems; unauthorized access to or attacks on computer systems or websites; or other failures or malfunctions of computer hardware or software or other systems or equipment), the Depositary or the Company is, directly or indirectly, prevented from, forbidden to or delayed in, or could be subject to any civil or criminal penalty on account of doing or performing and therefore does not do or perform, any act or thing that, by the terms of the Deposit Agreement or the Deposited Securities, it is provided shall be done or performed;

(ii) for any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement (including any determination by the Depositary to take, or not take, any action that the Deposit Agreement provides the Depositary may take);

(iii) for the inability of any Owner or Holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Owners or Holders; or

(iv) for any special, consequential or punitive damages for any breach of the terms of the Deposit Agreement.

Where, by the terms of a distribution to which Section 4.1, 4.2 or 4.3 of the Deposit Agreement applies, or an offering to which Section 4.4 of that Agreement applies, or for any other reason, that distribution or offering may not be made available to Owners, and the Depositary may not dispose of that distribution or offering on behalf of Owners and make the net proceeds available to Owners, then the Depositary shall not make that distribution or offering available to Owners, and shall allow any rights, if applicable, to lapse.

Neither the Company nor the Depositary assumes any obligation or shall be subject to any liability under the Deposit Agreement to Owners or Holders, except that they agree to perform their obligations specifically set forth in the Deposit Agreement without negligence or bad faith. The Depositary shall not be a fiduciary or have any fiduciary duty to Owners or Holders. The Depositary shall not be subject to any liability with respect to the validity or worth of the Deposited Securities. Neither the Depositary nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit, or other proceeding in respect of any Deposited Securities or in respect of the American Depositary Shares, on behalf of any Owner or Holder or other person. Neither the Depositary nor the Company shall be liable for any action or non-action by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or Holder, or any other person believed by it in good faith to be competent to give such advice or information. Each of the Depositary and the Company may rely, and shall be protected in relying upon, any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with a matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises, the Depositary performed its obligations without negligence or bad faith while it acted as Depositary. The Depositary shall not be liable for the acts or omissions of any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of American Depositary Shares or Deposited Securities or otherwise. In the absence of bad faith on its part, the Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities or for the manner in which any such vote is cast or the effect of any such vote. The Depositary shall have no duty to make any determination or provide any information as to the tax status of the Company. Neither the Company nor the Depositary shall have any liability for any tax consequences that may be incurred by Owners or Holders as a result of owning or holding American Depositary Shares. None of the Company, the Depositary or the Custodian shall be liable for the inability or failure of an Owner or Holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit. No disclaimer of liability under the Securities Act of 1933 is intended by any provision of the Deposit Agreement.

19. RESIGNATION AND REMOVAL OF THE DEPOSITARY; APPOINTMENT OF SUCCESSOR CUSTODIAN.

The Depositary may at any time resign as Depositary under the Deposit Agreement by written notice of its election so to do delivered to the Company, to become effective upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by 120 days' prior written notice of that removal, to become effective upon the later of (i) the 120th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depositary and its acceptance of its appointment as provided in the Deposit Agreement. The Depositary in its discretion may at any time appoint a substitute or additional custodian or custodians.

20. AMENDMENT.

The form of the Receipts and any provisions of the Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Holders in any respect which they may deem necessary or desirable. Any amendment that would impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable, telex or facsimile transmission costs, delivery costs or other such expenses), or that would otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding American Depositary Shares until the expiration of 30 days after notice of that amendment has been Disseminated to the Owners of outstanding American Depositary Shares. Every Owner and Holder, at the time any amendment so becomes effective, shall be deemed, by continuing to hold American Depositary Shares or any interest therein, to consent and agree to that amendment and to be bound by the Deposit Agreement as amended thereby. Upon the effectiveness of an amendment to the form of Receipt, including a change in the number of Shares represented by each American Depositary Share, the Depositary may call for surrender of Receipts to be replaced with new Receipts in the amended form or call for surrender of American Depositary Shares to effect that change of ratio. In no event shall any amendment impair the right of the Owner to surrender American Depositary Shares and receive delivery of the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

21. TERMINATION OF DEPOSIT AGREEMENT.

(a) The Company may initiate termination of the Deposit Agreement by notice to the Depositary. The Depositary may initiate termination of the Deposit Agreement if (i) at any time 60 days shall have expired after the Depositary delivered to the Company a written resignation notice and a successor depositary has not been appointed and accepted its appointment as provided in Section 5.4 of that Agreement, (ii) an Insolvency Event or Delisting Event occurs with respect to the Company or (iii) a Termination Option Event has occurred or will occur. If termination of the Deposit Agreement is initiated, the Depositary shall Disseminate a notice of termination to the Owners of all American Depositary Shares then outstanding setting a date for termination (the "Termination Date"), which shall be at least 90 days after the date of that notice, and the Deposit Agreement shall terminate on that Termination Date.

(b) After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement except for its obligations to the Depositary under Sections 5.8 and 5.9 of that Agreement.

(c) At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under the Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will be general creditors of the Depositary with respect to those net proceeds and that other cash. After making that sale, the Depositary shall be discharged from all obligations under the Deposit Agreement, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of such American Depositary Shares in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges) and (ii) for its obligations under Section 5.8 of that Agreement and (iii) to act as provided in paragraph (d) below.

(d) After the Termination Date, the Depositary shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in the Deposit Agreement and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges). After the Termination Date, the Depositary shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depositary may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depositary will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depositary may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under the Deposit Agreement except as provided in Section 6.2 of that Agreement.

22. DTC DIRECT REGISTRATION SYSTEM AND PROFILE MODIFICATION SYSTEM.

(a) Notwithstanding the provisions of Section 2.4 of the Deposit Agreement, the parties acknowledge that DTC's Direct Registration System ("DRS") and Profile Modification System ("Profile") apply to the American Depositary Shares upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC that facilitates interchange between registered holding of uncertificated securities and holding of security entitlements in those securities through DTC and a DTC participant. Profile is a required feature of DRS that allows a DTC participant, claiming to act on behalf of an Owner of American Depositary Shares, to direct the Depositary to register a transfer of those American Depositary Shares to DTC or its nominee and to deliver those American Depositary Shares to the DTC account of that DTC participant without receipt by the Depositary of prior authorization from the Owner to register that transfer.

(b) In connection with DRS/Profile, the parties acknowledge that the Depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an Owner in requesting registration of transfer and delivery described in paragraph (a) above has the actual authority to act on behalf of that Owner (notwithstanding any requirements under the Uniform Commercial Code). For the avoidance of doubt, the provisions of Sections 5.3 and 5.8 of the Deposit Agreement apply to the matters arising from the use of the DRS/Profile. The parties agree that the Depositary's reliance on and compliance with instructions received by the Depositary through the DRS/Profile system and otherwise in accordance with the Deposit Agreement, shall not constitute negligence or bad faith on the part of the Depositary.

23. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS; SUBMISSION TO JURISDICTION; JURY TRIAL WAIVER; WAIVER OF IMMUNITIES.

The Company has (i) appointed Cogency Global Inc., 10 E. 40th Street, 10th Floor, New York, New York 10016, located in the State of New York, as the Company's authorized agent upon which process may be served in any suit or proceeding arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Agreement, (ii) consented and submitted to the jurisdiction of any state or federal court in the State of New York in which any such suit or proceeding may be instituted, and (iii) agreed that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding.

EACH PARTY TO THE DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH OWNER AND HOLDER) THEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE AMERICAN DEPOSITARY SHARES OR THE RECEIPTS, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF, INCLUDING WITHOUT LIMITATION ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

To the extent that the Company or any of its properties, assets or revenues may have or hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or the Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity and consents to such relief and enforcement.

24. DISCLOSURE OF INTERESTS.

When required in order to comply with applicable laws and regulations or the articles of association or similar document of the Company, the Company may from time to time request each Owner and Holder to provide to the Depositary information relating to: (a) the capacity in which it holds American Depositary Shares, (b) the identity of any Holders or other persons or entities then or previously interested in those American Depositary Shares and the nature of those interests and (c) any other matter where disclosure of such matter is required for that compliance. Each Owner and Holder agrees to provide all information known to it in response to a request made pursuant to Section 3.4 of the Deposit Agreement. Each Holder consents to the disclosure by the Depositary and the Owner or other Holder through which it holds American Depositary Shares, directly or indirectly, of all information responsive to a request made pursuant to that Section relating to that Holder that is known to that Owner or other Holder.

Exhibit 10.4

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH THREE ASTERISKS [***].

AMENDMENT AND RESTATEMENT AGREEMENT

This amendment and restatement agreement ("**Amendment Agreement"**), effective as of 31 December 2017, is made by and between Opera Software AS, a company incorporated under the laws of Norway whose registered office is at Gjerdrums vei 19, 0484, Oslo, Norway ("**Opera"**), and Google Ireland Limited, a company incorporated under the laws of Ireland whose principal place of business is at Gordon House, Barrow Street, Dublin 4 ("**Google**").

INTRODUCTION

(A) Google and Opera are parties to a Google Distribution Agreement, with an effective date of 1 August 2012 (as amended and novated to date, the "**Agreement**").

(B) The parties now wish to amend and restate the Agreement in the manner set out in this Amendment Agreement.

AGREED TERMS

1. **Definitions and interpretation**

1.1 Capitalised terms used but not defined in this Amendment Agreement shall have the same meaning as in the Agreement.

1.2 Unless the context otherwise requires, references in the Agreement to "this Agreement" shall be to the Agreement as amended and restated by this Amendment Agreement.

2. **Amendment and restatement**

With effect on and from the 1 January 2018 (the "**2018 Renewal Date"**), the Agreement shall be amended and restated in the form set out in the Appendix to this Amendment Agreement such that, on and from that date, the rights and obligations of the parties shall be governed by and construed in accordance with the provisions of the Appendix to this Amendment Agreement.

3. **Continuation**

The Agreement shall remain in full force and effect unchanged except as modified by this Amendment Agreement.

4. **Governing Law and Jurisdiction**

This Amendment Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Amendment Agreement.

Signed by the parties on the dates stated below

OPERA	**GOOGLE**
By: /s/ Joakim Kasbohm	By: /s/ Fionnuala Meehan
Name: Joakim Kasbohm	Name: Fionnuala Meehan
Title: VP Finance	Title: Board Director
Date: December 21, 2017	Date: December 22, 2017

APPENDIX

GOOGLE DISTRIBUTION AGREEMENT

This Distribution Agreement including all schedules and exhibits (collectively referred to as the "**Agreement**"), effective as of 1 August 2012 (the "**Effective Date**"), is made by and between **Opera Software AS**, a company incorporated under the laws of Norway whose registered office is at Gjerdrums vei 19, 0484, Oslo, Norway ("**Opera**"), and **Google Ireland Limited**, a company incorporated under the laws of Ireland whose principal place of business is at Gordon House, Barrow Street, Dublin 4 ("**Google**").

1. **Definitions**

1.1 **"2015 Renewal Date"** means 1 May 2015.

1.1A "**2018 Renewal Date**" means 1 January 2018.

1.1 **Not used.**

1.2 "**Ad**" means an individual advertisement provided by Google in response to a query entered into a Search Access Point.

1.3 "**Ad Deduction**" means [***].

1.4 "**Ad Revenues**" means for any period during the Term, revenues that are recognised by Google from clicks on Ads on Search Results Pages in that period.

1.5 "**Amendment Effective Date**" means 1 June 2013.

1.6 **Not used.**

1.7 **Not used.**

1.8 **Not used.**

1.9 **Not used.**

1.10 "**Brand Features**" means trade names, trademarks, logos and other distinctive brand features of the relevant entity.

1.11 "**Client ID**" means a unique alpha numeric code provided by Google to Opera to be used by Opera to identify Payable Desktop Queries, Payable Smartphone Queries and/or Payable Feature Phone Queries made under Schedule One. Client IDs may be modified by Google from time to time in its sole discretion upon not less than fourteen (14) days' written notice to Opera.

1.12 **Not used.**

1.13 "**Confidential Information**" means information disclosed by (or on behalf of) one party to the other party under or in connection with this Agreement that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential ([***]). It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

1.14 "**Contract Year**" means one year commencing on the Effective Date and then on each anniversary of that date.

1.15 "**Default Search Provider**" means that the Google Search Service will be pre-set and automatically used as the internet search service when an End User conducts a search from the applicable Search Access Point unless the End User actively selects another internet search service.

1.16 "**Desktop Search Bookmark Territories**" means [***].

1.17 "**Destination Page**" means any web page which may be accessed by clicking on any portion of an Ad or Search Result served by Google under this Agreement.

1.18 "**Device**" means a Feature Phone or a Smartphone.

1.19 **Not used.**

1.20 **Not used.**

1.21 **Not used.**

1.22 **Not used.**

1.23 "**End User**" means an individual human end user of the applicable browser, using the browser by non-automated means.

1.24 **Not used.**

1.25 "**Excluded Opera Browser**" means [***].

1.26 "**Excluded Opera Desktop Browser**" means [***].

1.27 "**Excluded Opera Mini Browser**" means [***].

(a) [***]

(b) [***]

(c) [***]

1.28 "**Excluded Opera Mobile Browser**" means [***].

(a) [***]

(b) [***]

(c) [***]

1.29 "**Excluded Search Access Points**" has the meaning [***].

1.30 **Not used.**

1.31 "**Existing Install Base**" means any Opera Desktop Browser, Opera Mini Browser or Opera Mobile Browser which was distributed by Opera or any Third Party Distributor in the Territory before the Effective Date which, had it been distributed during the Term, would be an Included Opera Browser.

1.32 "**Feature Phone**" means any mobile wireless device that is not a Smartphone.

1.33 **Not used.**

1.34 **Not used.**

1.35 "**g**" means the Google Product known as at the Effective Date as 'Google+' and all successors, updates and/or replacements of such product from time to time.

1.36 **Not used.**

1.37 "**Google Account**" means the unified sign-in system in the form of an account created by an End User that provides access to a variety of Google Products.

1.38 "**Google Brand Features**" means the Brand Features of Google or any Google Group Company.

1.39 "**Google Branding Guidelines**" means the applicable Google branding guidelines located at http://www.google.com/permissions/guidelines.html and the Google mobile branding guidelines located at http://www.google.com/wssynd/mobile_guidelines.html (or such different URLs as Google may provide to Opera from time to time), together with such additional brand treatment guidelines as Google may make available to Opera from time to time.

1.40A "**Google Extension**" has the meaning given in clause 9.1 of this Agreement.

1.40 "**Google Opera Browser**" means each:

(a) Included Opera Desktop Browser; Included Opera Mini Browser; and Included Opera Mobile Browser, which has Google set as the Default Search Provider for all Search Access Points in accordance with clause 2 of Schedule One.

(b) Not used.

1.41 **Not used.**

1.42 "**Google Product**" means any products, services and/ or technology (including any API) provided or being developed by or on behalf of Google and/ or any Google Group Company from time to time (including but not limited to the Google Search Service).

1.43 "**Google Search Service**" means the algorithmic web search and search-based advertising service made generally available by Google at www.google.com and its international and mobile equivalents.

1.44 "**Google Technical Protocols**" means the Google technical protocols and other technical requirements and specifications applicable to the Google Search Service as notified by Google to Opera from time to time.

1.45 "**Group Company**" means in relation to each of the parties: (a) any parent company of that party; and (b) any corporate body of which that party directly or indirectly has control or which is directly or indirectly controlled by the same person or group of persons as that party.

1.46 **Not used.**

1.47 "**Included Opera Browser**" means [***].

1.48 "**Included Opera Desktop Browser**" means [***].

1.49 "**Included Opera Mini Browser**" means [***].

1.50 "**Included Opera Mobile Browser**" means [***].

1.51A "**Initial Term**" means the period beginning on the Effective Date and ending on 31 December 2020.

1.51 "**Intellectual Property Rights**" means all copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

1.52 **Not used.**

1.53 "**Material Change**" means a change to the user interface of a browser which could reasonably be expected to affect usage of the Google Search Services in a Search Access Point, including (but not limited to): any changes to the format, size or placement of any Search Access Point; any change in the usage of Google Brand Features or other attribution or similar wording; or any change to the list of options which is displayed after an End User has typed a query into a Search Access Point.

1.54 **Not used.**

1.55 "**Mobile Fixed Fee Period**" means the period from the Effective Date until the date which is 18 (eighteen) months after the Effective Date.

1.56 "**Mobile Next Searches**" means any of the following End User actions occurring within the same user session (as determined by Google) following any Valid Search Query submitted into any Payable Mobile Search Access Point: (i) the End User selects the "next" link at the bottom of a Search Results Page in order to display a subsequent Search Results Page; (ii) the End User selects a numerically identified results page in order to display a subsequent Search Results Page; or (iii) End User enters and submits a new query into the Google search box appearing on a Search Results Page, in each case provided that a Valid Search Query is generated.

1.57 "**Mobile Operator**" means any mobile network operator with whom Opera has a written agreement in place (which is in effect at any time during the Term) pursuant to which Opera customises certain elements of the Opera Mini Browser and/or Opera Mobile Browser. (For the avoidance of doubt, a Mobile Operator may be a Third Party Distributor).

1.58 "**Navigational Error Page**" means a page displayed by Opera as a result of an end user entering a URL into the address field which does not get a server response and triggers a domain name resolution failure, as shown in Exhibit A (part g).

1.59 "**Net Ad Revenue**" means for any period during the Term, Ad Revenues for that period minus the Ad Deduction for that period.

1.60 "**New Tab Page**" means any new tab page of the type shown in Exhibit A (part f).

1.61 "**Next Searches**" means any of the following End User actions occurring within the same user session (as determined by Google) following any Valid Search Query submitted into any Payable Desktop Search Access Point: (i) the End User selects the "next" link at the bottom of a Search Results Page in order to display a subsequent Search Results Page; (ii) the End User selects a numerically identified results page in order to display a subsequent Search Results Page; or (iii) End User enters and submits a new query into the Google search box appearing on a Search Results Page, in each case provided that a Valid Search Query is generated.

1.62 **Not used.**

1.63 "**Opera Desktop Browser"** means any browser released by Opera (alone or in conjunction with one or more third parties) which is Opera branded, Opera co-branded or third party branded and which is a browser for desktop computers (including laptop computers and equivalent machines) or televisions, including but not limited to: (i) the browser known as at the Effective Date as 'Opera Desktop' (as such browser may be re-branded, updated or succeeded from time to time); (ii) any version of 'Opera Desktop' or any other desktop browser which has been customised as a result or an arrangement or agreement between Opera and a Third Party Distributor; and (iii) the 'Opera TV' browser (as such browser may be re-branded, updated or succeeded from time to time), until Opera notifies Google in writing that it wishes to remove the same from the scope of the Agreement.

1.64 "**Opera Mini Browser**" means Opera's web browser known as at the Effective Date as 'Opera Mini' (as such browser may be re-branded, updated or succeeded from time to time), where the full version of Opera's web browser is on the server side and a thin client in Java, Brew or similar programming language is located in an End User's Device, including but not limited to any version of 'Opera Mini' which has been customised as a result of an arrangement or agreement between Opera and a Mobile Operator.

1.65 "**Opera Mobile Browser**" means any browser released by Opera (alone or in conjunction with one or more third parties) which is Opera branded, Opera co-branded or third party branded and which is a browser for Devices or any other wireless mobile device, excluding any Opera Mini Browser and including but not limited to: (i) the browser known as at the Effective Date as 'Opera Mobile' (as such browser may be re-branded, updated or succeeded from time to time); (ii) the browser known as 'Opera Coast' (as such browser may be re-branded, updated or succeeded from time to time); and (iii) any version of 'Opera Mobile' or 'Opera Coast' which has been customised as a result of an arrangement or agreement between Opera and a Mobile Operator.

1.66 "**Payable Desktop Query**" means: (a) a Search Query submitted into any Payable Desktop Search Access Point which has been implemented in accordance with this Agreement and which is a Valid Search Query; and (b) Next Searches.

1.67 "**Payable Desktop Search Access Point**" means the Search Access Points listed in Exhibit A on any Included Opera Desktop Browser or any Opera Desktop browser which forms part of the Existing Install Base, other than any Excluded Search Access Point.

1.68 "**Payable Mobile Query**" means a Search Query submitted into any Payable Mobile Search Access Point which has been implemented in accordance with this Agreement and which is a Valid Search Query and Mobile Next Searches.

1.69 "**Payable Smartphone Query**" means a Payable Mobile Query made on a Smartphone.

1.70 "**Payable Feature Phone Query**" means a Payable Mobile Query made on a Feature Phone.

1.71 "**Payable Mobile Search Access Point**" means the Search Access Points listed in Exhibit B (part a through to part d) on: any Included Opera Mobile Browser; or any Included Opera Mini Browser or any Opera Mobile Browser or Opera Mini Browser which forms part of the Existing Install Base.

1.72 "**Payable Search Access Point**" means the Payable Desktop Search Access Points and the Payable Mobile Search Access Points.

1.73 "**Quarter**" means each consecutive 3 (three) month period during the Term, commencing on and from the Effective Date.

1.74 "**Relevant Fees**" has the meaning given in clause 7.4 of this Agreement.

1.75 "**Result**" means Search Results or Ads.

1.75A "**Revenue Share Distributor**" has the meaning [***].

1.76 "**Scraping**" means the use of any automated means (for example scraping or robots) to access, query or otherwise to generate traffic in order to collect information from or relating to the Google Search Service or any other Google Product or from any website owned or operated by Google.

1.77 "**Search Access Point**" means:

(a) [***]

(i) [***]

(ii) [***]

(b) [***]

(i) [***]

(ii) [***]

(iii) [***]

(c) [***]

1.78 "**Search Result**" means any search result provided by Google in response to a query submitted by an End User into a Search Access Point.

1.79 "**Search Results Page**" means the Google hosted web page on Google.com or the country equivalent (e.g. Google.ru) containing Search Results and/or Ads that is made available in response to a Search Query.

1.80 "**Search Query**" means a text query submitted by an End User into a Search Access Point for the purpose of receiving Search Results.

1.81 **Not used.**

1.82 "**Smartphone**" means any mobile wireless device running the Android or iOS operating system, including tablets.

1.83 **Not used.**

1.84 "**Term**" means the Initial Term and any Google Extension.

1.85 "**Territory**" means [***].

1.86 "**Third Party Distributor"** means any individual or entity that directly or indirectly distributes and/or promotes any Opera Desktop Browser, Opera Mini Browser or Opera Mobile Browser.

1.87 "**Updates**" means updates, refreshes, corrections and modifications.

1.88 "**User Personal Data**" means any personal data (as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as updated, amended and replaced from time to time) relating to an End User.

1.89 **Not used.**

1.90 **Not used.**

1.91 "**Valid Search Query**" means a Search Query or Next Search or Mobile Next Search (as applicable) received by Google which: (i) conforms to the applicable Google Technical Protocols; (ii) is not generated by any automated, deceptive, fraudulent or other invalid means (including robots, macro programs, and internet agents) as reasonably determined by Google; and (iii) contains the applicable Client ID.

2. **Google as Default Search Provider**

2.1 Schedule One (Search Distribution) of this Agreement shall apply.

3. **Not used.**

4. **Payment**

4.1 **Schedule One Payments.** Google shall pay Opera any payments due pursuant to clause 6.1 of Schedule One on a calendar monthly basis, within forty five (45) days following the last day of the calendar month for which the payments are applicable.

4.2 **Not used.**

4.3 Notwithstanding any other provision of this Agreement, Google reserves the right to suspend any payments to Opera for one (1) month if Google reasonably suspects, in its sole discretion, artificially high performance or invalid generation of Payable Desktop Queries and/or Payable Mobile Queries. At the expiry of such one (1) month period Google will by the end of the next calendar month either (i) pay the amount accrued up until the last calendar month concluded under this Agreement, or (ii) terminate this Agreement if permitted pursuant to clause 9 below.

4.4 If, at any point during the Term, any taxes (other than taxes based on Google's net income) are, or become, payable in relation to the distribution of the Google Products pursuant to this Agreement, Opera will be responsible for paying such taxes. All payments to Opera from Google under this Agreement will be treated as exclusive of VAT (if applicable). If Google is obliged to withhold any taxes from such payments to Opera, Google will notify Opera of this and will make such payments net of the withheld amounts. Google will provide Opera with original or certified copies of tax payments (or other sufficient evidence of tax payments) if any of these payments are made by Google.

4.5 All payments due to Google or to Opera will be in United States Dollars and made by electronic transfer to the account notified to the paying party by the other party for that purpose. In all cases, the party receiving payment will be responsible for any bank charges assessed by the recipient's bank.

4.6 The party to whom any payment is owed may charge interest at the rate of 2% per annum above the base rate of Barclays Bank PLC from time to time, from the due date until the date of actual payment, whether before or after judgment, on any fee which is overdue pursuant to this Agreement.

4.7 In addition to other rights and remedies Google may have, Google may offset any payment obligations to Opera that Google may incur under this Agreement against any product or service fees owed to Google and not yet paid by Opera under any other agreement between Opera and Google.

4.8 If Google overpays Opera for any reason, Google will, unless it has notified Opera otherwise, set off the overpaid amounts against Google's payment obligations to Opera under this Agreement to which the overpaid amounts related, or require Opera to pay to Google within thirty (30) days of an invoice, any such overpaid amounts.

4.9 Opera may not charge any fees to End Users or Third Party Distributors in connection with the Google Products or any other Google applications or services made available under this Agreement. In the event that at any time during the Term, Opera becomes aware that any of its Third Party Distributors are charging any fees (except for data roaming fees and similar data charges) to End Users in connection with the Google Products or any Google applications or services made available under this Agreement, Opera shall: (a) immediately notify Google by email; and (b) if so requested by Google, work with Google to stop such actions and to prevent any further use of or access to the Google Products or other Google application or service through the applicable Included Opera Desktop Browser, Included Opera Mini Browser, Included Opera Mobile Browser or browser forming part of the Existing Install Base by such Third Party Distributor or further distribution by such Third Party Distributor of any versions of such Included Opera Desktop Browser, Included Opera Mini Browser or Included Opera Mobile Browser.

5. **Warranties**

5.1 Google and Opera each warrant to the other that it shall use reasonable care and skill in complying with its obligations under this Agreement.

5.2 No conditions, warranties or other terms apply to the Google Products or to any other goods or services supplied by Google or Opera under this Agreement unless expressly set out in this Agreement. Subject to clause 7.1(b) no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6. **Indemnity**

6.1 Subject to clause 6.2, Opera shall indemnify Google against all damages, liabilities costs and expenses (including settlement costs and reasonable legal fees) suffered by Google and/or any Google Group Company arising from any of the following (each a "**Claim**"): (i) Opera's improper or unauthorised replication, packaging, marketing, distribution, implementation or installation of any Google Product or the Default Search Provider placement, including without limitation claims based on representations, warranties, or misrepresentations made by Opera; (ii) any claim that the Included Opera Desktop Browser, Included Opera Mini Browser, Included Opera Mobile Browser, the Existing Install Base and/or Opera Brand Features infringe(s) any Intellectual Property Rights of a third party (an "**IP Claim**"); and (iii) any End User claim arising out of or resulting from such End User's use of the Included Opera Desktop Browser, Included Opera Mini Browser, Included Opera Mobile Browser or the Existing Install Base (save to the extent any such claim arises due to any Google Product), including without limitation any actions or claims in product liability, tort, contract or equity.

6.2 Google shall: (a) notify Opera of the Claim promptly after becoming aware of it; (b) provide Opera with reasonable information, assistance and cooperation in responding to and, where applicable, defending such Claim; and (c) give Opera full control and sole authority over the defence and settlement of such Claim. Google may appoint its own supervising counsel of its choice at its own expense.

7. **Limitation of Liability**

7.1 Nothing in this Agreement shall exclude or limit either party's liability for:

(a) death or personal injury resulting from the negligence of either party or their servants, agents or employees;

(b) fraud or fraudulent misrepresentation;

(c) misuse of Confidential Information; and/or

(d) payment of sums properly due and owing to the other in the course of normal performance of this Agreement.

7.2 Subject to clause 7.1, neither party shall be liable under or in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) for any:

(a) loss of anticipated savings;

(b) loss of business opportunity;

(c) loss of or corruption of data; or

(d) indirect or consequential losses;¶

suffered or incurred by the other party, (whether or not such losses were within the contemplation of the parties at the date of this Agreement).

7.3 Subject to clause 7.1, Google will not have any obligations or liability under or in connection with this Agreement (whether in contract, tort or otherwise) in relation to any:

(a) content, information or data provided toGoogle by Opera, End Users or any other third parties; or

(b) Results or any third party web sites or content to which such Results may link.

7.4 Subject to clauses 7.1, 7.2 and 7.3, each party's total aggregate liability under or in connection with this Agreement (whether in contract, tort or otherwise) is limited to the greater of:

(a) 250% of the Relevant Fees; and

(b) US$5 million (five million United States Dollars).

The "Relevant Fees" means X/Y x Z. Where:

X = the fees paid and payable pursuant to Schedule One to Opera in the relevant Contract Year prior to the Applicable Time;

Y = the number of days elapsed in the relevant Contract Year prior to the Applicable Time; and

Z= 365

The "Applicable Time" means the time the relevant liability is to be assessed.

7.5 Subject to clause 7.1, Opera's total aggregate liability to Google under clause 6.1(ii) (IP Indemnity) in connection with an IP Claim is limited to US$10 million. For the avoidance of doubt, any liability incurred by Opera under clause 6.1(ii) (IP Indemnity) shall not be applied against the liability cap specified in clause 7.4.

8. **Confidentiality and Publicity**

8.1 The recipient of any Confidential Information shall not disclose that Confidential Information, except to Group Companies, employees, agents and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient shall ensure that those people and entities: (a) use such Confidential Information only to exercise rights and fulfil obligations under this Agreement; and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, such notice to be sufficient to give the discloser the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

8.2 Neither party may issue any press release regarding or in connection with this Agreement without the other party's prior written approval. Google agrees that Opera may issue public announcements when required by law, including announcements to the Oslo stock exchange, without having to obtain Google's prior consent, provided always that Opera provides Google with prior notice of any announcement required by law unless it is not possible for Opera to provide advance notice in the circumstances in which case Opera shall provide notice as soon as the announcement has occurred (notice by email being acceptable). [***]

8.3 [***]

9. **Term and Termination**

9.1 Unless terminated earlier in accordance with its terms, this Agreement will begin on the Effective Date and continue for the Term. Google may extend the Initial Term by a one off 12 month period (the "**Google Extension**") by providing at least 30 (thirty) days written notice before the end of the Initial Term.

9.2 Either Google or Opera may suspend performance and/or terminate this Agreement with immediate effect, if the other party: (a) is in material breach of this Agreement where the breach is incapable of remedy; or (b) is in material breach of this Agreement where the breach is capable of remedy and fails to remedy that breach within thirty (30) days after receiving written notice of such breach.

9.3 Either Google or Opera may suspend performance and/or terminate this Agreement with immediate effect, if in respect of the other party or any Group Company of the other party any of the following events occur:

(a) it is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due for payment;

(b) a petition is presented or documents filed with a court or any registrar or any resolution is passed for its winding-up, administration or dissolution or for the seeking of relief under any applicable bankruptcy, insolvency, company or similar law;

(c) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, supervisor, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets;

(d) any event analogous to the events listed in (a) to (c) above takes place in respect of it in any jurisdiction.

9.4 Notwithstanding any other provision of this Agreement, Google may terminate this Agreement immediately upon written notice to Opera if:

(a) Opera is in breach (whether or not material) of clause 14 (Prohibited Actions), provided that Google provides such written notice of termination to Opera within thirty (30) days of the date on which Google became aware of the relevant breach (and such termination right shall be without prejudice to Google's rights under clause 9.2);

(b) if Opera is in material breach of any Termination Trigger Clause (as defined below) and, where such breach is capable of remedy, fails to remedy that breach within fourteen (14) days after receiving written notice of the breach; or

(c) if Opera is in breach (whether or not material) of a Termination Trigger Clause and fails to remedy that breach within thirty (30) days after receiving written notice of the breach.

9.5 For the purposes of this clause 9, a “Termination Trigger Clause” means each of the following clauses:

(a) Clause 13 (Third Party Distribution); and

(b) [***]

9.6 Notwithstanding any other provision of this Agreement, Google may terminate this Agreement immediately upon notice to Opera if Opera is in material breach of this Agreement more than twice notwithstanding any cure of such breaches.

9.7 Notwithstanding any other provision of this Agreement, in the event that the government or controlling body of any country or territory in which Google Products are distributed imposes any law, restriction or regulation that makes it illegal to distribute the Google Products, or any portion thereof, into such country or territory, or if any such law, restriction or regulation places a substantial burden on Google, where substantial is measured with respect to Google’s economic benefit under this Agreement, as determined by Google in its reasonable and good faith judgment (such substantial burden, a “**Substantial Burden**”), then Google may require Opera to suspend all distributions of Google Products in such country or territory until such time as such law, restriction or regulation is repealed or nullified or modified such that it is no longer illegal or a Substantial Burden, as applicable, for Google Products to be distributed in such country or territory (“**Google Special Suspension**”). If a Google Special Suspension occurs, Parties will negotiate in good faith to lower the Minimum Query Thresholds set out in clause 7 of Schedule One as well as the payments due under clause 6 of Schedule One. Notwithstanding any other provision of this Agreement, in the event that the government or controlling body of any country or territory in which Opera Browsers are distributed imposes any law, restriction or regulation that makes it illegal to distribute the Opera Browsers, or any portion thereof, into such country or territory, or if any such law, restriction or regulation places a substantial burden on Opera, where substantial is measured with respect to Opera’s economic benefit under this Agreement, as determined by Opera in its reasonable and good faith judgment (such substantial burden, a “ **Substantial Burden**”), then Opera may suspend all distributions of Opera Desktop Browsers, Opera Mini Browsers or Opera Mobile Browsers in such country or territory until such time as such law, restriction or regulation is repealed or nullified or modified such that it is no longer illegal or a Substantial Burden, as applicable, for such browsers to be distributed in such country or territory (“**Opera Special Suspension**”). If an Opera Special Suspension occurs, Parties will negotiate in good faith to lower the Minimum Query Threshold of clause 7 in Schedule One as well as the payments due under clause 6 of Schedule One.

9.8 Upon the expiration or termination of this Agreement for any reason: (a) all rights and licences granted by each party under this Agreement shall cease immediately; (b) if requested, each party shall use its reasonable endeavours to promptly return to the other party, or destroy and certify the destruction of, all Confidential Information disclosed to it by the other party; (c) the fees payable to Opera hereunder will immediately cease accruing following such expiration or termination of this Agreement, and Google will within sixty (60) days pay to Opera any undisputed amounts which have accrued from the time of the most recent payment to Opera through the date of termination or expiration of this Agreement; (d) Opera will promptly pay to Google any amounts owed to Google; and (e) if requested by Google, Opera will immediately stop marketing and distributing the Google Products to the extent technically possible.

9.9 Neither party will be liable to the other for any damages resulting solely from termination of this Agreement as permitted for under this Agreement.

10. The rights and obligations of any clauses which under their terms or by implication ought to survive, shall survive the expiration or termination of this Agreement.

11. **Intellectual Property Rights**

11.1 Opera acknowledges that Google and/or its licensors own all right, title and interest, including without limitation all Intellectual Property Rights in and to the Google Products, the Google Brand Features, and all improvements thereof. Google will not be restricted from selling, licensing, modifying, or otherwise distributing the Google Products and/or the Google Brand Features to any third party.

11.2 Except to the extent expressly stated otherwise in this Agreement, neither Google nor Opera shall acquire any right, title, or interest in any Intellectual Property Rights belonging to the other party, or the other party's licensors. Any rights not expressly granted herein are deemed withheld.

12. **Trade Mark Licence**

12.1 Google grants to Opera a non-exclusive, non-transferable and non-sublicensable licence during the Term to use Google's Brand Features solely to fulfil Opera's obligations under this Agreement in accordance with its terms, subject to compliance with the Google Branding Guidelines as notified by Google to Opera from time to time. Any use of Google's Brand Features pursuant to this Agreement is subject to Google's prior written permission (including via email).

12.1A If permitted by Google in writing, in its sole discretion (which may be revoked by written notice at any time), Opera may pre load bookmarks to Google Products into such Opera Mini Browsers and/or Opera Mobile Browsers as Google may specify, in accordance with the licence in clause 12.1 of this Agreement.

12.2 All goodwill arising from the use by Opera of Google's Brand Features shall belong to Google. Opera acknowledges that the Google Brand Features are owned solely by Google and Google Group Companies.

12.3 Opera grants to Google and each Google Group Company a non-exclusive licence during the Term to: (a) use Opera Brand Features to exercise its rights and fulfil its obligations under this Agreement and in its marketing material and both internal and external presentations, subject to compliance with the then current Opera trademark branding guidelines (currently located at www.opera.com/portal/contract/trademark) as notified by Opera to Google from time to time; and (b) sub-licence the rights granted in this clause to Mobile Operators. All goodwill arising from the use by Google of Opera Brand Features and trademarks shall belong to Opera.

13. **Third Party Distribution**

13.1 Subject to compliance with the remainder of this clause 13, Opera may distribute Google Opera Browsers to Third Party Distributors, provided that such Google Opera Browsers are not modified in any way prior to use by End Users.

13.2 Opera shall, and shall ensure that each Third Party Distributor shall, distribute Google Opera Browsers in a manner that is no less protective of the Google Products and Google than the terms of this Agreement and shall include at a minimum and without limitation, contractual provisions which disclaim, to the extent permitted by applicable law:

(a) Google's liability for any damages, whether direct, indirect, incidental or consequential; and

(b) all warranties with respect to Google, including warranties of merchantability, fitness for a particular purpose, and non-infringement (for avoidance of doubt, these disclaimers may be accomplished using a phrase such as "Opera's suppliers" and need not specify Google by name).

13.3 During the Term, Opera shall, and shall require each Third Party Distributor to, comply with the following in respect of their distribution of any Google Opera Browser:

(a) Google's client application guidelines, a current version of which is attached hereto as Exhibit F, as may be updated by Google from time to time (the "**Client Application Guidelines**"); and

(b) Google's mobile browser guidelines, a current version of which is attached hereto as Exhibit G, as may be updated by Google from time to time (the "**Mobile Browser Guidelines**").

13.4 Google in its sole discretion may direct Opera to cease distributing Google Opera Browsers to or through any Third Party Distributor that, in Google's sole discretion:

(a) is not compliant with the Client Application Guidelines and/or the Mobile Browser Guidelines;

(b) would harm or devalue Google's business, brand or name; and/or

(c) violate Google's privacy policy.

In such circumstances, as soon as reasonably practicable (but in no event longer than fourteen (14) days following receipt of Google?s notice), Opera shall cause the relevant Third Party Distributor(s) to cease distribution of such Google Opera Browser and Google will have no obligation under clause 6.1 of Schedule One of this Agreement with respect to any Search Queries submitted to Google from any such Google Opera Browser. Any such Opera Desktop Browser, Opera Mobile Browser or Opera Mini Browser that Opera subsequently allows such Third Party Distributor to distribute shall not include any of the Google Products and/or Brand Features (and, for the purposes of this Agreement, shall be deemed to be an Excluded Opera Browser).

13.5 Opera shall ensure that no Third Party Distributor bundles any software or browser extensions in or with Google Opera Browsers without Google's prior written approval, and if Google grants its approval, Opera shall provide Google with information about any such bundling arrangements at Google's request.

13.6 [***]

(a) [***]

(b) [***]

(c) [***]

[***]

13.7 [***]

13.8 [***]

14. **Prohibited Actions.**

14.1 Opera shall not, and shall not knowingly allow any third party to (and shall require that Third Party Distributors do not, and do not knowingly allow any third party to):

(a) modify, obscure or prevent the display of all, or any part of, any Results;

(b) edit, filter, truncate, append terms to or otherwise modify any search query entered into a Search Access Point;

(c) implement any click tracking or other monitoring of Results;

(d) display any Results in pop-ups, pop-unders, exit windows, expanding buttons, animation or other similar methods;

(e) interfere with the display of or frame any Search Results Page or any page accessed by clicking on any Results;

(f) (without prejudice to the generality of clause 14.1(e) above) edit, modify, truncate, filter or change the order of the information contained on any Search Results Page, including but not limited to commingling any Search Results and/or Ads with search and/or advertising results provided by a third party;

(g) (without prejudice to the generality of clause 14.1(e) above) minimise, remove or otherwise inhibit the full and complete display of any Search Results Page (including any Search Results and/or Ads) and/or the corresponding Destination Pages;

(h) display any content between any Results and the corresponding Destination Page or place any interstitial content immediately before any Search Results Page;

(i) save to the extent permitted pursuant to clause 13.6 of this Agreement above, enter into any type of co-branding, white labelling, syndication or subsyndication arrangement with any third party in connection with any Google Product, any Results or Ad Revenue (including any arrangement under which a third party pays to or receives from Opera any fees, revenue share or other amounts in return for the display of Results and/or access to Google Products);

(j) transfer, sell, lease, lend or use for timesharing, service bureau or other unauthorised purposes, the Google Products or access thereto (including, but not limited to Search Results and/or Ads, or any part, copy or derivative thereof);

(k) directly or indirectly, (i) offer incentives to End Users or any other persons to generate Search Queries or clicks on Results, (ii) fraudulently (or through any automated, deceptive or other invalid means, including, but not limited to, click spam, robots, macro programs, and Internet agents) generate Search Queries or clicks on Results or (iii) modify Search Queries or clicks on Results;

(l) “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from the Google Search Service (including any Results);

(m) redirect an End User away from a Search Results Page and/or a Destination Page;

(n) remove, deface, obscure, or alter Google's copyright notice, trademarks or other proprietary rights notices affixed to or provided as a part of the Google Products (including on any Search Results Page), or any other Google technology, software, materials and documentation provided to Opera in connection with this Agreement;

(o) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Google Search Service, Google data protocols or any other Google Product or Google technology, content, data, routines, algorithms, methods, ideas design, user interface techniques, software, materials and documentation;

(p) place or associate anything on or near any Search Access Point or the Google Search Service that in any way implies that Google is responsible for any content, information or web site accessed via any Google products or services;

(q) create or attempt to create a substitute or similar service or product through use of or access to any of the Google Products or proprietary information related thereto;

(r) provide End Users with access (directly or indirectly) to any Results or Google Products using any application, plug-in, helper, component or other executable code that runs on a user's computer. For the avoidance of doubt, an End User using any browser add-ons or third party extension hosted by Opera (prior to such add-on or extension being taken down pursuant to Opera's standard take-down procedure) to access such Results or Google Products shall not be considered a Prohibited Action;

(s) display on any web site which is distributed by Opera with an Included Opera Browser, the Existing Install Base, or otherwise promoted by Opera to End Users of an Included Opera Browser and/or the Existing Install Base in connection with their use of the Included Opera Browser, the Existing Install Base and/or any content that violates or encourages conduct that would violate any applicable laws, any third party rights or the Google Technical Protocols;

(t) distribute the Google Products, either in whole or in part, in any way or to any other person, other than as permitted by this Agreement, without the prior written consent of Google or for unauthorised purposes;

(u) serve or otherwise place any advertisements within or on top of any Search Access Point;

(v) block or otherwise take any action to prevent or hinder access by End Users to the Google Products, Search Access Points or to any information required to use Google applications or services, except to the extent that standard content filtering solutions such as IWF filtering and filtering solutions required by Opera's Third Party Distributors or by regulatory authorities would filter any such information;

(w) enable or allow any third party to access or use any User Personal Data related to Google's Products (unless aggregated and anonymised) or any Client ID;

(x) enable or permit Scraping; or

(y) insert into the Included Opera Browser or the Existing Install Base any viruses, worms, date bombs, time bombs, or other code that is specifically designed to cause a Google Product to cease operating, or to damage, interrupt, allow access to or interfere with a Google Product.

14.2 Opera shall, and shall require that Third Party Distributors, take appropriate measures to prevent any third party from carrying out any of the activities in clause 14.1, where it is reasonably possible for such measures to be implemented.

15. **Other Agreements**

15.1 With effect from the Effective Date, this Agreement replaces and supersedes the agreements between the parties listed at (a) to (c) below (the "**Original Agreements**"). Nothing in this Agreement shall affect the rights, obligations and liabilities of the parties arising under the Original Agreements prior to the Effective Date:

(a) strategic affiliate agreement dated as of September 5, 2001 (as amended by amendments one to twelve) which is hereby terminated with effect on and from the Effective Date and notwithstanding the foregoing the parties agree that Google's obligation to continue to pay Opera a "Referral Traffic Payment" following termination of the agreement shall not apply following termination of such agreement;

(b) Google distribution agreement with an effective date of 1 November 2009 (as amended by amendments one to seven) which is hereby terminated with effect on and from the Effective Date; and

(c) promotion and distribution agreement effective as of 1 November 2011, which is hereby terminated with effect on and from the Effective Date.

16. **Technical Implementation.**

16.1 Upon Google's request, Opera shall provide Google with the latest version of the Opera Desktop Browser, Opera Mini Browser and/or the Opera Mobile Browser for testing and evaluation purposes [***].

16.2 Google will assign a technical representative to Opera, who will provide reasonable assistance to Opera with the implementation of the Opera Desktop Browser, Opera Mini Browser and/or Opera Mobile Browser in accordance with this Agreement. The Google technical representative will only be responsible for providing assistance to Opera, and will not provide any direct support to End Users or any other third party. Opera will assign a technical representative to Google who will act as the primary contact for Google in any technical or support issues. Each party shall use reasonable endeavours to respond to technical and support queries within seven (7) days of receiving the query.

16.3 Opera shall provide support services with respect to each Included Opera Browser and/or the Existing Install Base to End Users as generally available at its own expense. Google will make available support to End Users as generally available for all users of the same Google Products, applications or services distributed organically by Google.

16.4 If Google modifies the Google Branding Guidelines, the Google Technical Protocols or any other technical requirements and such modification requires action by Opera, Opera will implement the applicable changes no later than thirty (30) days from receipt of notice from Google, or such longer time frame as may be agreed by Google in writing (including by email).

16.5 Google may require Opera to make immediate fixes or changes to the implementation of any Included Opera Browser, the Existing Install Base or Search Access Point if a fault in such implementation could reasonably cause or is causing an interruption or degradation of the applicable Google Product and Opera shall make such fixes or changes as soon as reasonably possible.

17. **General**

17.1 The words "include" and "including" will not limit the generality of any words preceding them.

17.2 All notices of termination or breach must be in English, in writing, addressed to the other party's legal department and: (a) if for Opera, sent to Opera's address or fax number, Attn. General Counsel; and (b) if for Google [***], or such other address as either party has notified to the other in accordance with this clause. All other notices must be in English, in writing, addressed to the other party's primary contact and sent to their then current postal address or email address. All notices shall be deemed to have been given on receipt as verified by written or automated receipt or electronic log (as applicable).

17.3 Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other, except that Google may assign its rights and/or obligations under this Agreement to any Google Group Company without Opera's consent. Any other attempt to transfer or assign is void.

17.4 A party may terminate this Agreement immediately upon written notice if there is a Change of Control of the other party, other than in the context of an internal solvent restructuring or reorganisation of its Group Companies. In this clause the term "Control" shall mean the possession by any person(s) directly or indirectly of the power to direct or cause the direction of another person and "Change of Control" is to be construed accordingly. The party experiencing such Change of Control will notify the other party in writing of this within thirty (30) days after the Change of Control. If the terminating party has not exercised its right of termination under this clause within thirty (30) days following receipt of notice of the other party's Change of Control, that right of termination will expire.

17.5 Opera will comply with all applicable export and re-export control laws and regulations ("**Export Laws**"), which the parties agree include: (i) the Export Administration Regulations maintained by the U.S. Department of Commerce, (ii) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (iii) the International Traffic in Arms Regulations maintained by the U.S. Department of State. Google will provide Opera with reasonable assistance in providing information pertaining to the Google technologies made available to Opera pursuant to this Agreement as is required by Opera to meet its obligations under this clause.

17.6 Opera will comply with all applicable anti-bribery laws, including the US Foreign Corrupt Practices Act of 1977, 15 U.S.C. Section 78dd-1, et seq ("**Anti-Bribery Laws**"), which prohibits corrupt offers of anything of value to a government official to obtain or keep business. Opera will not engage in any conduct that could create l for Google under any Anti-Bribery Laws. If Opera does not comply with this Section, such non-compliance will be considered a material breach of this Agreement and Google may terminate this Agreement immediately.

17.7 Opera may not sub-contract its obligations under this Agreement, in whole or in part, without the prior written consent of Google.

17.8 Except as expressly stated otherwise, nothing in this Agreement shall create or confer any rights or other benefits in favour of any person other than the parties to this Agreement.

17.9 Except as expressly stated otherwise, nothing in this Agreement shall create an agency, partnership or joint venture of any kind between the parties.

17.10 Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control.

17.11 Failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such (or any other) right or remedy.

17.12 The invalidity, illegality or unenforceability of any term (or part of a term) of this Agreement shall not affect the continuation in force of the remainder of the term (if any) and this Agreement.

17.13 Subject to clause 7.1(b), this Agreement sets out all terms agreed between the parties in relation to its subject matter and supersedes all previous agreements between the parties relating to the same. In entering into this Agreement neither party has relied on any statement, representation or warranty not expressly set out in this Agreement.

17.14 This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement, except that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights. If this Agreement is translated into any other language, if there is conflict the English text will take precedence.

SCHEDULE ONE – SEARCH DISTRIBUTION

1. **Distribution**

1.1 Subject to the terms and conditions of this Agreement, Google hereby grants to Opera a nontransferable, non-sublicensable, royalty-free, nonexclusive license to distribute the Google Search Service in the manner set forth in this Agreement.

2. **Default Search Provider for Search Access Points**

2.1 Subject to clause 3 of this Schedule One below, Opera shall set Google as the Default Search Provider for all Search Access Points on all Included Opera Browsers distributed in the Territory during the Term by Opera or any Third Party Distributor.

2.2 Subject to clause 3 of this Schedule One below, within thirty (30) days of the Effective Date, Opera shall (to the extent it has not already done so and to the extent that it is technically possiblem) set Google as the Default Search Provider for all Search Access Points on those browsers in the Existing Install Base where the applicable End User has not previously actively selected a default search provider in their settings.

3. [***]

3.1 [***]

(a) [***]

(b) [***]

(c) [***]

(d) [***]

(e) [***]

(f) [***]

3.2 [***]

3.3 [***]

4. **[***]**

4.1 [***]

(a) [***]

(b) [***]

[***]

5. [***]

5.1 [***]

5.2 [***]

5.3 [***]

6. [***]

6.1 [***]

(a) [***]

(b) [***]

(c) [***]

(i) [***]

(ii) [***]

(iii) [***]

6.2 [***]

6.3 [***]

6.4 Google will pay to Opera the payments stated in this clause 6 of this Schedule One subject to the following provisions:

(a) Google may send uncompensated test Search Queries to the Google Search Service or make uncompensated clicks on Ads or generate uncompensated impressions of or action regarding Ads at any time where reasonably required to monitor or test the Google Search Service;

(b) notwithstanding any other provision of this Agreement, until Google notifies Opera in writing to the contrary, no payments shall become due under this Agreement for: (i) any Search Queries which are made through the 'Opera TV' browser (as such browser may be re-branded, updated or succeeded from time to time), or (ii) any Ad Revenues that result from such Search Queries; and

(c) notwithstanding any other provision of this Agreement, no payments shall become due under this Agreement for: (i) any Search Queries which are not made through a Payable Search Access Point, or (ii) any Ad Revenues that result from such Search Queries, irrespective of any use of the Google Search Service for any such Search Query. In accordance with clause 9.4 of this Schedule One, Opera shall ensure that a Client ID is not included in any such Search Query.

6.5 Other than as expressly set out in this clause 6 of this Schedule One or elsewhere in this Agreement, Google and Opera will each retain all revenue generated from the provision of their respective products and services without further accounting to any other party (including any revenue generated by Google or any Google Group Company from Ads.)

7. [***]

7.1 [***]

(a) [***]

(b) [***]

(c) [***]

7.2 [***]

(a) [***]

(b) [***]

[***]

(c) [***]

8. **Reporting**

8.1 On a monthly basis during the Term, in respect of the previous month, Google will provide Opera with the following reports:

(a) Not used.

(b) Not used.

(c) Not used.

(d) In respect of each month in the period commencing on and from the 2015 Renewal Date until the expiry or termination of this Agreement: the Net Ad Revenues generated from all Payable Feature Phone Queries, all Payable Smartphone Queries, and all Payable Desktop Queries, each attributable to the applicable month.

(e) In respect of each month in the period commencing on and from the 2018 Renewal Date: the Net Ad Revenues attributable to the applicable month, generated from each Client ID assigned in respect of a Revenue Share Distributor.

9. **Implementation and Maintenance**

9.1 During the Term, Opera will ensure that the Google Search Service on Included Opera Browsers and the Existing Install Base, is implemented and maintained in accordance with (a) the Google Branding Guidelines, (b) the screenshots and specifications set forth in Exhibits A and B; (c) the Google Technical Protocols (if any) and any other technical requirements and specifications applicable to the Google Search Service that are provided to Opera by Google from time to time.

9.2 Opera shall only implement Navigational Error Pages client-side without changing or obscuring server error codes. Opera shall ensure that the Navigational Error Page does not include any advertisements and that an End User can opt-out of the Navigational Error Page handling by Opera through a link on the Navigational Error Page.

9.3 Opera shall ensure that the correct Client IDs are implemented in accordance with instructions from Google and that every Payable Desktop Query and every Payable Mobile Query entered by an End User includes the correct Client ID. For the avoidance of doubt, Google understands and acknowledges that Opera shall not be required to update the Client ID in the Existing Install Base where it is not technically possible to do so.

9.4 Opera shall ensure that Client IDs are only implemented in respect of Payable Search Access Points. Without prejudice to the generality of the forgoing, Opera shall ensure that Client IDs are not included in:

(a) any location or Search Access Point other than a Payable Search Access Point;

(b) any Excluded Opera Desktop Browsers, Excluded Opera Mobile Browsers or Excluded Opera Mini Browsers (even if such browsers contain an option to select the Google Search Service in a menu of search providers);

(c) any Excluded Search Access Points (even if such Excluded Search Access Points contain an option to select the Google Search Service in a menu of search providers).

9.5 Opera shall provide such information to Google as Google may reasonably request with respect to the use and application of any Client IDs.

9.6 On and from the Amendment Effective Date, Opera shall ensure that: (a) Payable Smartphone Queries and Payable Feature Phone Queries are identified by separate and distinct Client IDs; and (ii) only versions of the Opera Mini Browser and Opera Mobile Browser that are installed on Smartphones will contain Client IDs associated with Payable Smartphone Queries. Google and Opera acknowledge that prior to the Amendment Effective Date, Client IDs associated with Payable Smartphone Queries may have been included in some Opera Mini Browsers and Opera Mobile Browsers that are installed on Devices that are not Smartphones. On and from the Amendment Effective Date, the Client IDs which Opera shall implement in respect of Payable Smartphone Queries shall be the following, as applicable: ms-opera-mobile, ms-opera-mini-android, ms-opera-mini-iphone, ms-opera-mobile-android and ms-opera-coast (together with such additional alpha numeric codes as Google may specify to Opera).

9.7 [***]

(a) [***]

(b) [***]

9.8 [***]

10. **Changes and Modification**

10.1 With regards to Included Opera Desktop Browsers and those Opera Desktop Browsers which form part of the Existing Install Base, Opera shall where technically possible make changes to the user interface of the default search box within thirty (30) days of the Effective Date to comply with the mock-up in Exhibit A (part c). Opera shall not implement such changes into live use until Google has provided written confirmation of its approval of such changes (such approval to be at Google's absolute discretion and which may be by email). Google shall provide its written confirmation or rejection within fourteen (14) days from Opera's request. Failure to notify shall not constitute approval by Google. In the event that the changes are not approved by Google, Opera shall, within fourteen (14) days of notice from Google that the changes are not approved, make further changes to achieve compliance with Exhibit A (part c) and the process in this clause 10.1 of this Schedule One shall again apply.

10.2 In respect of: (a) any new browser that Opera plans to release during the Term which, if released, would be an Included Opera Browser; and (b) any proposed Material Change to an Included Opera Browser or any browser which forms part of the Existing Install Base during the Term (save those changes approved pursuant to clause 10.1 of this Schedule One above), Opera will:

(i) notify Google of this in writing (including by email) at least thirty (30) days' prior to the expected launch of such new browser or Material Change and submit a mock up and any other relevant details of the proposed new browser or Material Change for approval by Google; and

(ii) not implement the proposed Material Change or launch the new browser into live use (as applicable) until Google has provided written confirmation of its approval of such new browser or Material Change (such approval not to be unreasonably withheld and which may be by email) at least fourteen (14) days before the expected launch of such new browser or Material Change, provided that failure to notify shall not constitute approval by Google. Any new mock-ups agreed shall be treated as forming part of Exhibit A and/ or Exhibit B (where applicable, replacing any relevant old mock-ups).

10.3 If at any time during the Term, Opera would like to add additional Search Access Point(s) on any Included Opera Browser or any browser which forms part of the Existing Install Base beyond those listed in Exhibit A and/ or Exhibit B, Opera shall notify Google and the parties shall work together in good faith for the purpose of determining the feasibility of implementing such new Search Access Point. Opera shall not add any new Search Access Point(s) to any Included Opera Browsers or any browsers which form part of the Existing Install Base beyond those listed in Exhibit A and/ or Exhibit B, unless the parties execute a written amendment to this Agreement which permits the same.

10.4 Opera shall ensure that any proposed changes to the user interface for the g of any Search Access Point comply with the requirements at clause 9 of this Schedule One.

11. **Promotion of Google Accounts and Google Products.**

11.1 Opera shall use its reasonable endeavours to:

(a) where Google makes available an API or other reasonable means for Opera to determine whether an End User is signed in to a Google Account or not, prompt any End User who is not signed in to a Google Account to sign in to or register for a Google Account; and

(b) subject to clause 11.2 of this Schedule One, promote such Google Products as Google nominates from time to time (or failing such nomination, such Google Products as Opera reasonably nominates): (i) by including links and Brand Features relating to those products in the "Speed Dial" screen of Opera Desktop Browsers, Opera Mini Browsers and Opera Mobile Browsers; and (ii) as otherwise agreed between the parties in writing,

provided in each case that Opera reasonably considers that such prompts or promotions (as applicable) would not have a material detrimental impact on the relevant End User's experience or Opera's commercial or business interests.

11.2 Google may from time to time notify Opera in writing if Google does not wish Opera to promote certain Google Products under clause 11.1(b). Opera shall cease to promote any Google Products that are the subject of any such notice within 7 days of its receipt of that notice.

12. **Compliance with Google Product Terms.**

Without prejudice to Google's (or the relevant Google Group Company's) rights and remedies under the terms applicable to any Google Product, Opera shall ensure that, within 60 days from the 2015 Renewal Date, its and its Group Companies' use of any Google Product (including Google Play and YouTube) is and will thereafter remain in accordance with the terms that apply to that Google Product.

EXHIBIT A

[***]

EXHIBIT B

[***]

EXHIBIT C

Not used.

EXHIBIT D

Not used.

EXHIBIT E

Not used.

Exhibit F

Client Application Guidelines

Client Application Guidelines for Applications Bundled With Google Products

1. Introduction. People using Google's services or products distributed with Google Products should have clear disclosure, meaningful choice and the best experience possible. Users should not have to deal with illegal, misleading, deceptive, harmful or hard-to-uninstall software. Google's "**Software Principles**" (available at http://www.google.com/about/company/software-principles.html) and "**Unwanted Software Policies**" (available at http://www.google.com/about/company/unwantedsoftwarepolicy.html) and these Client Application Guidelines ("**Guidelines**") govern any applications bundled with a Google Product for distribution (each a "**Distributor App**") and any Third Party Bundled Apps (as defined in Section 7 of these Guidelines). Collectively, the Software Principles and the Unwanted Software Policies shall constitute the "**Policies**".

Capitalized terms not defined in these Guidelines are defined in the Google Distribution Agreement between Distributor and Google ("**Agreement**"). If these Guidelines conflict with the terms of the Agreement, the Agreement will control. Any reference in these Guidelines to an "application" means an application, plug-in, extension, helper, component or other executable code.

2. Compliance.

2.1. Bundle Distribution. Bundling and distribution of the Google Products together with the Distributor Apps must be performed in accordance with the Agreement. Distributor must ensure that the Distributor Apps (and any updated or subsequent versions of those applications) comply at all times with these Guidelines and the Policies, each of which may be amended from time to time.

2.2. Enforcement. At any time during the Term, Google may re-examine a Distributor App for compliance with these Guidelines and the Policies, and Distributor agrees to fully cooperate with Google in any such reexamination. In addition to any other right of suspension or termination in the Agreement, (a) Google may suspend bundling and distribution of the Google Products in association with any Distributor App that is not in compliance with these Guidelines or the Policies until such noncompliance has been cured (as determined by Google in its sole discretion); and (b) if Distributor does not remedy any such noncompliance within 30 days of notice or is not in compliance with these Guidelines or the Policies more than twice during the Term, regardless of cure, Google may terminate the Agreement (in whole or in part).

3. End User Choice. For purposes of these Guidelines, "**User Choice**" means an option that can be switched between "on", "yes" or something similar and "off", "no" or something similar by the End User with a single action (e.g. a click on a button). Except as permitted under Section 5 of these Guidelines, during the download, installation or update of a Distributor App, End Users must be presented a separate User Choice for each installation option, user selection or user consent, and each such User Choice (a) must be displayed as a separate line item with a separate checkbox or similar acknowledgement, and (b) must be selectable without having to take any other action (e.g. no inactive checkboxes). Distributor must not mislead the End User into selecting or accepting a particular User Choice.

4. No Misleading, Deceptive or Harmful Practices.

4.1. Clear Download and Installation Choices.

(a) A Distributor App may not be downloaded to an End User's computer without full, accurate, clear and conspicuous disclosure and End User consent to the download (i.e. no "drive-by" downloads).

(b) Installation screens for Distributor Apps must ensure that the End User consents to the installation. The first installation screen upon downloading a Distributor App must fully, accurately, clearly and conspicuously disclose to the End User the name of the Distributor App, the entities responsible for it, the principal and significant features of the Distributor App, and the end user license agreement and privacy policy applicable to such Distributor App. The first installation screen must also conform to the installation screen mockup(s) attached to the Agreement, if any.

(c) A Distributor App must not use, or permit a third party to use, an End User's computer for any purpose unless (i) such use is fully, accurately, clearly and conspicuously disclosed to the End User, and (ii) the End User consents to such use.

(d) Distributor must not induce an End User to install a software component by intentionally misrepresenting that it is necessary for security or privacy, or in order to open, view or play a particular type of content.

4.2. Prohibited Behavior. A Distributor App must not engage in illegal, misleading, deceptive, harmful, harassing, or otherwise annoying practices, or practices that tend to degrade the speed or overall quality of an End User's experience (in each case, as determined by Google in its sole discretion). For example, a Distributor App may not do any of the following:

(a) Intentionally create, facilitate the creation of, or exploit any security vulnerabilities in an End User's computer.

(b) Trigger pop-ups, pop-unders, exit windows, or similar obstructive or intrusive functionality that materially interferes with an End User's web navigation or browsing or the use of his or her computer.

(c) For a period of six months after an End User declines to take (or reverses) an action with respect to that Distributor App (including, without limitation, during installation, use, update or uninstallation of a Distributor App), re-prompt the End User to take, or try to deceive the End User into taking, such action.

(d) Redirect browser traffic away from valid DNS entries.

(e) Interfere with or bypass general browser messaging, functionality or performance, including without limitation general rendering of web pages (for example, by injection of html code into web pages viewed by the End User on a browser, where such html code is not provided specifically for the purpose of enhancing either (i) the quality of rendering or (ii) the speed of rendering of the page called by the End User).

(f) Engage in an activity that violates any applicable law or regulation.

(g) Contain any viruses, worms, trojan horses, or the like.

4.3. Personally Identifiable Information. If a Distributor App collects an End User's personally identifiable information or transmits such information to any entity other than the End User, or collects or transmits information related to an End User's computer, or Internet usage or activity in a manner that could collect or transmit such End User's personally identifiable information (such as through keystroke logging), prior to the first occurrence of any such collection or transmission, Distributor must (a) fully, accurately, clearly and conspicuously disclose: (i) the type of information collected (described with specificity in the case of personally identifiable information), (ii) the method of collection (e.g. by registration, etc.) and (iii) the location of (i.e. a link to) the privacy policy that governs the collection, use and disclosure of the information, and (b) obtain the End User's consent to such collection and/or transmission.

4.4. Transparency.

(a) Any disclosure made in connection with a Distributor App must be designed so that it will be read by and adequately inform a typical user. The appearance (e.g. font size, color, shading) of any such disclosure should be as prominent as other information on the same screen or page.

(b) Neither Distributor nor any of its distribution or bundling partners may mislead End Users or create End User confusion with regard to the source, owner, purpose, functionality or features of Distributor Apps. Every Point of Contact for a Distributor App must clearly, conspicuously, accurately and consistently identify the Distributor as the source of that application and the associated functionality. A "**Point of Contact**" is any point of contact with an End User that is related to a Distributor App, including without limitation (i) web pages promoting the Distributor App or from which the Distributor App is made available for download, (ii) the Distributor App offer and installation screens, (iii) the Distributor App user interface, and (iv) information regarding the Distributor App in the operating system menu of an End User's computer.

4.5. No Misleading Google Branding or Attribution. Distributor Apps, and any related collateral material, must not claim endorsement or support from Google or use Google branding to mislead or confuse End Users regarding the source or owner of the Distributor Apps.

5. Changes to an End User's Settings.

5.1. Restriction. A Distributor App may not (a) make changes to the operating system or application or data settings on an End User's computer ("**End User Settings**"); or (b) modify the operation or display of other applications or websites (other than websites that Distributor owns) on an End User's computer.

5.2. Expected Changes to End User Settings. Notwithstanding Section 5.1 of these Guidelines, a Distributor App may make changes to End User Settings, so long as (a) the End User could reasonably expect such changes to be made in connection with his or her use of the Distributor App (as determined by Google in its sole discretion), (b) Distributor fully, accurately, clearly and conspicuously discloses the changes and the practical effect of such changes to the End User, and (c) the End User consents to make such changes.

5.3. Minor Changes to End User Settings. Notwithstanding Section 5.1 of these Guidelines, a Distributor App may make minor changes to an End User's computer, so long as the End User could reasonably expect such changes to be made in connection with his or her use of the Distributor App (as determined by Google in its sole discretion).

6. EULA and Privacy Policy. Each Distributor App must comply with all applicable laws and regulations and must be distributed pursuant to an end user license agreement ("**EULA**") that complies with all applicable laws and regulations. Distributor and its Distributor App(s) must comply with the EULA and Distributor's privacy policy. The applicable EULA and privacy policy must be readily and easily accessible during the download and installation process, as well as from a link in each Distributor App. If a Distributor App collects or transmits any information related to the End User's use of his or her computer that is not required to be disclosed and consented to pursuant to Section 4.3 of these Guidelines, then the collection and use of such other information must be clearly and conspicuously disclosed in the applicable privacy policy.

7. Third Party Bundled Applications.

7.1. Additional Terms for Third Party Bundled Applications. Subject to Google's prior written approval and the terms of the Agreement, Distributor may offer a third party application during the download, installation or update of a Distributor App (each a "**Third Party Bundled App**") so long as any such Third Party Bundled Apps comply with all the requirements applicable to the Distributor Apps set forth in these Guidelines. Without limiting the foregoing, all of Google's rights and Distributor's obligations with respect to Distributor Apps set forth in these Guidelines will apply to all Third Party Bundled Apps. Distributor may distribute Third Party Bundled Apps subject to the following additional terms: (a) Third Party Bundled Apps must not be targeted to minors (as determined by Google in its sole discretion). (b) If Google (i) receives or is otherwise aware of complaints or regulatory inquiries related to a particular Third Party Bundled App or class of applications or (ii) determines that a particular Third Party Bundled App or class of applications is illegal or encourages illegal activity, or is harmful, deceptive or annoying to users, Google may restrict Distributor from distributing the Distributor App bundled with such Third Party Bundled Apps or a class of applications. (c) Every Point of Contact for each Third Party Bundled App must clearly, conspicuously, accurately and consistently identify the applicable third party as the source of that application and the associated functionality.

8. Deactivation and Uninstallation. The uninstallation process for each Distributor App must be simple and easy for a typical End User to understand. Each Distributor App must provide End Users with the option to completely uninstall such application from the customary place for the applicable operating system (e.g. Add/Remove Programs control panel in Windows), except where a Distributor App is preloaded on a mobile phone or tablet by the Original Equipment Manufacturer prior to its initial sale to a consumer. Once a Distributor App is uninstalled, no process, functionality or design elements related to that application should remain. Once an End User disables a Distributor App, such application must not be re-enabled without the End User's consent.

9. Legal. Distributor must ensure that any Distributor Apps and Third Party Bundled Apps comply with the Policies and the applicable provisions of these Guidelines.

10. Updates. Google will provide Distributor with 30 days prior written notice of any updates to these Guidelines.

Exhibit G

Part One

[***]

Exhibit G Part Two

Mobile Browser Guidelines

1. Definitions:

1.1. Approved App Store: Any mobile-device or tablet-device application store approved by Google in writing for distribution of the Approved Distribution App.

1.2. Approved Distributor: Any mobile phone or tablet service provider or manufacturer approved in writing by Google for pre-loaded distribution of the Approved Distribution App.

1.3. Approved Distribution App: any Google Opera Browser that has been installed or updated from an Approved App Store or pre-loaded by an Approved Distributor.

2. Software Policies: All Approved Distribution Apps must be compliant with Google's Software Principles (available at: https://www.google.com/about/company/software-principles.html, or any updated URL provided by Google from time to time) and Unwanted Software Policies (available at: https://www.google.com/about/company/unwanted-software-policy.html, or any updated URL provided by Google from time to time).

3. User Acquisition Policies:

3.1. A Google Opera Browser may only be distributed on an Approved App Store or through an Approved Distributor, each of which must be approved by Google in writing prior to launching distribution on such channel.

3.2. Approved Distribution App may only be distributed as a stand-alone application, and may never be bundled with other secondary applications, offers, and/or ads.

3.3. Approved Distribution App may not in any way deceive or confuse users in the process leading to installation. For example, Approved Distribution App may not directly or indirectly engage in or benefit from the following behavior:

3.3.1. Promotion via deceptive ads, websites, apps or other properties, including simulated system, service, or app notifications or alerts;

3.3.2. Promotion or install tactics which cause redirection to Approved App Store or the download of the Approved Distribution App without informed user action;

3.3.3. Unsolicited promotion via SMS services;

3.3.4. Exploitation of device security vulnerabilities in order to initiate download and/or installation of the Approved Distribution App;

3.3.5. Except through Approved Distributors, pre-installation of either the Approved Distribution App or a bookmark to the Approved Distribution App through any means including, but not limited to, OEM, carrier, store-front, or sign-up processes. The only acceptable install path, other than through Approved Distributors, is when a user installs the Approved Distribution App themselves from an Approved App Store; or

3.3.6. Promotion via incentives for installing, including, but not limited to offering money, in-game currencies, or discounts for products, apps, game rewards or services.

3.4. It is the Distributor's responsibility to ensure that no ad network or affiliate uses such methods to direct users to pages that make the Approved Distribution App available for download.

4. Application Content Policies: These content policies apply to any content the Approved Distribution App displays or links to, including any ads it shows to users and any user-generated content it hosts or links to. Further, they apply to any content from the developer account displayed in any Approved App Store, including the developer name and the landing page of the listed developer website.

4.1. Sexually Explicit Material: Approved Distribution Apps that contain or promote pornography are prohibited; this includes sexually explicit or erotic content, icons, titles, or descriptions.

4.2. Child Sexual Abuse Imagery: Google has a zero-tolerance policy against child sexual abuse imagery. If we become aware of content with child sexual abuse imagery, we will report it to the appropriate authorities.

4.3. Violence and Bullying: Approved Distribution Apps should not contain graphic images or accounts of physical trauma, to include gratuitous portrayals of bodily fluids or waste. Approved Distribution Apps should not contain materials that threaten, harass or bully other users.

4.4. Hate Speech: Approved Distribution Apps must not contain content advocating against groups of people based on their race or ethnic origin, religion, disability, gender, age, nationality, veteran status, sexual orientation, or gender identity.

4.5. Sensitive Events: Approved Distribution Apps must not contain content which may be deemed as capitalizing on or lacking reasonable sensitivity towards a natural disaster, atrocity, conflict, death, or other tragic event.

4.6. Impersonation or Deceptive Behavior: Don't pretend to be someone else, and don't represent that your Approved Distribution App is authorized by or produced by another company or organization if that is not the case. Approved Distribution Apps must provide accurate disclosure of their functionality and should perform as reasonably expected by the user.

4.6.1. Approved Distribution Apps or the ads they contain must not mimic functionality or warnings from the operating system or other apps, including without limitation having any app-level or OS-level notification functionality that is false or misleading.

4.6.2. Approved Distribution Apps must not contain false or misleading information or claims in any content, title, icon, description, or screenshots, including without limitation in any app-level or OS-level notifications.

4.6.3. Approved Distribution Apps must not divert users or provide links to any other site that mimics or passes itself off as another app or service.

4.6.4. Approved Distribution Apps must not have names or icons that appear confusingly similar to another product, app, or service, or to apps supplied with the device (such as Camera, Gallery or Messaging).

4.7. Intellectual Property: Approved Distribution Apps must not infringe on the intellectual property rights of others, (including patent, trademark, trade secret, copyright, and other proprietary rights), or encourage or induce infringement of intellectual property rights. In addition:

4.7.1. Approved Distribution App may not include the ability to download music or video content from third party sources (e.g. YouTube, SoundCloud, Vimeo, etc) without explicit authorization from those sources;

4.7.2. Approved Distribution App may not use any form of Google branding without explicit approval from Google.

4.8. Personal and Confidential Information: Approved Distribution Apps may not collect, publish or disclose user’s private and confidential information in ways the user has not consented to. This includes, but is not limited to, credit card numbers, government identification numbers, driver's and other license numbers, non-public contacts, or any other information that is not publicly accessible.

4.9. Illegal Activities: Approved Distribution Apps must not engage in or promote unlawful activities.

4.10. Gambling: We don’t allow content or services that facilitate online gambling, including but not limited to, online casinos, sports betting and lotteries, or games of skill that offer prizes of cash or other value.

4.11. Dangerous Products: Approved Distribution Apps must not contain, promote, or encourage content that harms, interferes with the operation of, or accesses in an unauthorized manner, networks, servers, application programming interfaces (APIs), or other infrastructure. For example:

4.11.1. Don't transmit or link to viruses, worms, defects, Trojan horses, malware, or any other items that may introduce or exploit security vulnerabilities to or harm user devices, apps, or personal data.

4.11.2. Apps that collect information (such as the user's location or behavior) without the user's knowledge (spyware) are prohibited.

4.11.3. Malicious scripts and password phishing scams are also prohibited, as are apps that cause users to unknowingly download or install apps from any source.

4.11.4. Approved Distribution App may not modify, replace or update its own APK binary code using any method other than the Applicable App Store's update mechanism.

4.12. System Interference:

4.12.1. Approved Distribution App (or its components or derivative elements) must not make changes to the user's device outside of the app unless such change is clearly and prominently presented to the user and the user explicitly consents. This includes behavior such as replacing or reordering the default presentation of apps, widgets, or the settings on the device. If an app makes such changes with the user's knowledge and consent, it must be clear to the user which app has made the change and the user must be able to reverse the change easily, or by uninstalling the app altogether.

4.12.2. Approved Distribution App may not request or otherwise obtain admin-access to the End User's device.

4.12.3. Approved Distribution App must not introduce any security vulnerabilities, and must be updated as needed to maintain adequate security.

4.12.4. Approved Distribution Apps and their ads must not modify or add browser settings or bookmarks, add homescreen shortcuts, or icons on the user's device as a service to third parties or for advertising purposes.

4.12.5. Approved Distribution Apps and their ads must not display advertisements through system level notifications on the user's device, unless the notifications derive from an integral feature provided by the installed app (e.g., an airline app that notifies users of special deals, or a game that notifies users of in-game promotions).

4.12.6. Approved Distribution Apps must not encourage, incentivize, or mislead users into removing or disabling third-party apps.

5. Approved Distribution App Prohibited behavior. An Approved Distribution App must not engage in illegal, misleading, deceptive, harmful, harassing, or otherwise annoying practices, or practices that tend to degrade the speed or overall quality of an end user's experience (in each case, as determined by Google in its sole discretion). For example, an Approved Distribution App may not do any of the following:

5.1. Change the appearance and/or content of websites that are not owned by the publisher of the Approved Distribution App (unless otherwise approved by Google)

5.2. Create unpredictable network usage that has an adverse impact on a user's service charges or an authorized carrier's network. Apps also may not knowingly violate an authorized carrier's terms of service for allowed usage or any Google terms of service.

5.3. Send SMS, email, or other messages on behalf of the user without providing the user with the ability to confirm content and intended recipient.

5.4. When posted in an Approved App Store, Approved Distribution App should not:

5.4.1. Post repetitive content

5.4.2. Use irrelevant, misleading, or excessive keywords in apps descriptions, titles, or metadata

5.4.3. Attempt to change the placement of any Product in the Approved App Store, or manipulate any product ratings or reviews by unauthorized means such as fraudulent installs, paid or fake reviews or ratings, or by offering incentives to rate products

5.5. Approved Distribution App may not facilitate the distribution of software applications and games for use on devices outside of the Approved App Store.

6. Ad Policy: The policy below covers all ads that are served in the Approved Distribution App.

6.1. Ads appearing within the Approved Distribution App are considered part of the Approved Distribution App for purposes of content review and compliance with these Terms. Therefore, all of the policies referenced above also apply to ads served in the Approved Distribution App.

6.2. Ads Context: Ads must not simulate or impersonate the user interface of any app, or notification and warning elements of an operating system. It must be clear to the user which app each ad is associated with or implemented in.

6.3. Ad Walls and Interstitial Ads: Interstitial ads may only be displayed inside of the app they came with. Forcing the user to click on ads or submit personal information for advertising purposes in order to fully use an app is prohibited. A prominent and accessible target must be made available to users in any interstitial ad so they may dismiss the ad without penalty or inadvertent click-through.

6.4. Interfering with Apps and Third-party Ads: Ads associated with your app must not interfere with other apps or their ads.

7. Application Removal: Approved Distribution App must be easily removable and/or uninstallable through the customary removal method of the End User’s operating system.

Exhibit 10.5

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH THREE ASTERISKS [***].

Partner Agreement

This Partner Agreement (the "**Agreement**") is entered into as of October 1, 2012 (the "**Effective Date**") by and between

Opera Software ASA, a company organized and existing under the laws of Norway with its principal place of business at Gjerdrums vei 19, 0484 Oslo, Norway ("**Opera**"), and

YANDEX LLC, a company organized and existing under the laws of the Russian Federation with its principal place of business 16 Lva Tolstogo st., Moscow, 119021, Russia ("**Yandex**"), and **Yandex N.V.**, a company incorporated under the laws of the Netherlands with address at Laan Copes van Cattenburch 52, The Hague 2585 GB, Netherlands ("**Yandex N.V.**").

Yandex and Opera may hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS, Opera is a developer of Browser technology and has developed a free standard version of the Opera Browser for desktop, Opera Mini™ and Opera Mobile™ browsers for mobile devices;

WHEREAS, Yandex is a provider of search and other services available at www.vandex.ru and desires to enter into this Partner Agreement to incorporate selected Yandex services into the Opera browsers and grant from Opera certain non-exclusive rights to use the Opera Product in exchange for financial compensation from Yandex;

WHEREAS, the Parties have previously entered into Opera Partner Agreement dated July 13, 2010 as amended by Addendum No. 1 dated February 14, 2012 and Addendum No. 2 dated February 28, 2012, Addendum No. 3 dated April 1, 2012, and Addendum No. 4 dated June 6, 2012 (the "**Previous Agreement**"), which shall be replaced by this Agreement as further described hereunder;

NOW, THEREFORE, in consideration of their mutual promises and covenants, the Parties agree as follows:

1 DEFINITIONS

For the purposes of this Agreement, the following terms will have the indicated meanings:

1.1 "**Opera Products**" means Opera Desktop Browser, Opera Mini Browser, Opera Mobile Browser, Opera Desktop Next Browser, Opera Mini Next Browser, Opera Mobile Next Browser Customized Opera Desktop Browser, and/or Customized Opera Mini Browser, and or Customized Opera Mobile Browser as the context implies.

1.1.1 "**Opera Desktop Browser**" means any standard version of the Opera desktop web browser for Windows, MacOS and/or Linux in the Russian, English or other local language.

1.1.2 "**Opera Mini Browser**" means a version of the standard Opera Mini web browser in the Russian, English or other local language.

1.1.3 "**Opera Mobile Browser**" means a version of the standard Opera Mobile web browser in the Russian, English or other local language.

1.1.4 "**Opera Desktop Next Browser**" means a pre-release (alpha, beta, etc.) version of the Opera Desktop Browser in the Russian, English or other local language under the Opera name.

1.1.5 "**Opera Mini Next Browser**" means a pre-release (alpha, beta, etc.) version of the Opera Mini Browserin the Russian, English or other local language under the Opera name.

1.1.6 "**Opera Mobile Next Browser**" means a pre-release (alpha, beta, etc.) version of the Opera Mobile Browser in the Russian, English or other local language under the Opera name.

1.1.7 "**Customized Opera Desktop Browser**" means a customized version of the Opera Desktop Browser to be distributed by Yandex under this Agreement and by third party distributors of Yandex if Opera provides its prior written approval to distribution such distributors.

1.1.8 "**Customized Opera Mini Browser**" means a customized version of the Opera Mini Browser to be distributed by Yandex under this Agreement and by third party distributors of Yandex if Opera provides its prior written approval to distribution by such distributors.

1.1.9 "**Customized Opera Mobile Browser**" means a customized version of the Opera Mobile Browser version number 12.x (and future versions if agreed by Opera in writing) to be distributed by Yandex under this Agreement and by third party distributors of Yandex if Opera provides its prior written approval to distribution by such distributors.

1.2 "**Yandex Product**" means the Internet search service of Yandex available at www.yandcx.ru, www.yandex.com.tr and other Yandex's websites.

1.3 "**Referral Traffic**" means the users of the Opera Products that access the Yandex Product through referral Links in the Opera Products.

1.4 "**Links**" means the agreed and trackable bookmarks, search boxes and any other links that allow users of the Opera Product to access the Yandex Product.

1.4.1 "**Yandex Search Box**" means a search box Link allowing users to form and submit a search query to the Yandex Product.

1.4.2 "**Error Page Search Box**" means a Yandex Search Box shown to users when an URL error occurs in the Opera Desktop Browser.

1.4.3 "**Yandex Speed Dial Bookmark**" means a trackable bookmark Link that allows users to directly access a Yandex's website (www.yandex.ru or other Yandex's websites).

1.5 "**User Session**" means click-throughs, "next" queries, and re-write or refinement search queries (i.e., an end user entering a query into the search box located on a results page on the Yandex Site (Yandex Product) generated in response to a click-through or "next" query) conducted during the same user session.

1.6 "**Gross Revenue**" means the total Yandex.Direct (pay per click search advertising system) revenue generated and calculated by Yandex through Referral Traffic during a User Session.

1.7 "**Revenue**" means Gross Revenue that has been reduced by the Russian VAT as well as the lesser of (i) any discounts and agents' and commissioners' remunerations, or (ii) 18,5% (eighteen and a half percent) of Gross Revenue.

1.8 "**Territory**" means [***].

1.9 "**Rest of World**" or "**ROW**" means the rest of the world excluding the Territory.

1.10 "**Embed**," "**Embedded**" or "**Embedding**" means to pre-install the relevant Opera Product on a Device, subject to and in accordance with the procedure described in Appendix A.

1.11 "**Device**" means any device approved by Opera in writing (whether before or after the Effective Date) for Embedding an Opera Product.

1.12 "**Smart Page**" means a dynamic content page in the Opera Mini Browser that can be the default or secondary tab which is shown when an end user opens a new tab and/or starts the browser.

2 YANDEX PRODUCT IMPLEMENTATIONS

2.1 Opera shall distribute the Yandex Product by integrating it into Opera Products as described in the following implementations:

2.1.1 **Implementation in the Opera Desktop Browser.**

(i) Subject to section 2.1.1(ii) below, the Opera Desktop Browser distributed in the Territory from www.opera.com and other affiliated websites controlled by Opera in the Territory in the Russian, English or other local language of the Territory, will include the following Yandex integrations:

(a) [***]

(b) [***]

(c) [***]

(d) [***]

(ii) During the time period from 1 August 2013 to 1 August 2014, Opera will only be required to include the implementations specified in 2.1.1(a) and 2.1.1(d) in Opera Desktop Browsers distributed in the Russian Federation. The Parties shall enter into good faith negotiations concerning, and shall use their commercially reasonable efforts to reach agreement (before 1 August 2013) on, alternative implementations or integrations in the Opera Desktop Browser to be made by Opera to avoid a decrease in traffic to Yandex Product during this time period.

(iii) In the Opera Desktop Browser distributed in the Rest of World, Opera shall be entitled to implement any of the Yandex integrations specified in 2.1.1(i)(a)-(d).

(iv) Opera will use commercially reasonable efforts to include similar integrations as referred to in this Section 2.1.1 in Opera Desktop Next Browsers.

2.1.2 **Implementation in the Opera Mini Browser.**

(i) Subject to section 2.1.2(iv) below, the Opera Mini Browser distributed in Territory from www.opera.com and other affiliated websites controlled by Opera in the Territory in the Russian, English or other local language of the Territory will include the following Yandex integrations:

(a) [***]

(b) [***]

(c) [***]

(d) [***]

(ii) In the Opera Mini Browser distributed in the Rest of World, Opera shall be entitled to implement any of the Yandex integrations specified in 2.1.2(i)(a)-(d).

(iii) Opera will use commercially reasonable efforts to include similar integrations as referred to in this Section 2.1.2 in Opera Mini Next Browsers.

(iv) In versions of the Opera Mini Browser customized for or delivered on behalf of or to Opera's third party customers and partners pursuant to an agreement with such customer or partner, Opera shall not be required to include the implementations specified in this Section 2.1.2 in the event it is prevented from doing so according to written agreement with such customer, partner, or other third party, provided that (i) such an agreement does not provide for a possibility for Opera to obtain a waiver of terms and conditions that prevent it from doing so or (ii) such agreement does provide for a possibility of such a waiver and a request for such waiver has been denied.

2.1.3 **Implementation in Opera Mobile Browser.**

(i) Subject to section 2.1.3(iv) below in the Opera Mobile Browser distributed in the Territory, Opera shall use its commercially reasonable efforts to make available from www.opera.com and other affiliated websites controlled by Opera in the Territory in the Russian, English or other local language of the Territory, the following Yandex integrations:

(a) [***]

(b) [***]

(c) [***]

(ii) In the Opera Mini Browser distributed in the Rest of World, Opera shall be entitled to implement any of the Yandex integrations specified in 2.1.3(i)(a)-(c).

(iii) Opera will use commercially reasonable efforts to include similar integrations as referred to in this Section 2.1.3 in Opera Mobile Next Browsers.

(iv) In versions of the Opera Mobile Browser customized for or delivered on behalf of Opera's third party customers and partners pursuant to an agreement with such customer, partner or another third party, Opera shall not be required to include the implementations specified in this Section 2.1.3 in the event it is prevented from doing so according to the written agreement with such customer, partner or another third party, provided that (i) such an agreement does not provide for a possibility for Opera to obtain a waiver of terms and conditions that prevent it from doing so or (ii) such agreement does provide for a possibility of such a waiver and a request for such waiver has been denied.

2.1.4 **Implementation in the Customized Opera Desktop Browser.**

Opera shall prepare and deliver to Yandex (unless it has already been prepared and delivered under the Previous Agreement) a Customized Opera Desktop Browser to be distributed by Yandex in the Territory. Customized Opera Desktop Browser shall include the following customizations and integrations:

(a) [***]

(b) [***]

(c) [***]

Except in the case of termination due to material breach of the Agreement by Yandex, during the Initial Term and any Additional Terms of this Agreement and 12 (twelve) months thereafter, Opera shall not: [***]

2.1.5 **Implementation in the Customized Opera Mini Browser**

Opera will prepare and deliver to Yandex (unless it has already been prepared and delivered under the Previous Agreement) a Customized Opera Mini Browser for all mobile platforms, where the agreed customizations are possible to be distributed by Yandex in the Territory. Customized Opera Mini Browser shall include the following customizations and integrations:

(a) [***]

(b) [***]

(c) [***]

(d) [***]

(e) [***]

Except in the case of termination due to material breach of the Agreement by Yandex, during the Initial Term and any Additional Terms of this Agreement and 12 (twelve) months thereafter, Opera shall not: [***]

Opera shall provide Yandex with custom download links for the versions of Customized Opera Mini Browser for platforms for which Opera distributes the Customized Opera Mini Browser.

Opera reserves the right to control the remaining speed dial bookmarks on the front page of the Customized Opera Mini Browser for the purpose of performing agreements with its partners effective in the Territory.

2.1.6 **Implementation in the Customized Opera Mobile Browser**

Opera will prepare and deliver to Yandex (unless it has already been prepared and delivered under the Previous Agreement) a Customized Opera Mobile Browser for all mobile platforms where the agreed customizations are possible to be distributed by Yandex in the Territory. Customized Opera Mobile Browser shall include the following customizations and integrations:

(a) [***]

(b) [***]

(c) [***]

(d) [***]

Except in the case of termination due to material breach of the Agreement by Yandex, during the Initial Term and any Additional Terms of this Agreement and 12 (twelve) months thereafter, Opera shall not: [***]

Opera shall provide Yandex with custom download links for the versions of Customized Opera Mobile Browser for platforms for which Opera distributes the Customized Opera Mobile Browser.

Opera reserves the right to control the remaining speed dial bookmarks on the front page of the Customized Opera Mobile Browser for the purpose of performing agreements with its partners effective in the Territory.

2.2 **License**. During the Initial Term and any Additional Terms of this Agreement, Opera grants to Yandex a limited, non-exclusive and right and license effective in the Territory to do the following:

2.2.1 copy, reproduce, display, distribute, make publicly available for download by users on any Yandex's website the Customized Opera Mini Browser, Customized Opera Mobile Browser and Customized Desktop Browser, provided that Yandex shall always use the most recent versions of the Opera Products it has received from Opera;

2.2.2 otherwise provide Opera Products to the public subject to Opera's written consent on a case-by-case basis (email confirmation from Opera's SVP of Mobile Business Development or someone allocated by him is sufficient), provided that such consent may be withdrawn by Opera by email at any time, and provided that Yandex shall always use the most recent versions of the Opera Products it has received from Opera;

2.2.3 Embed, or allow a third party under obligations no less strict than those provided in this Agreement to Embed, Opera Products on Devices and manufacture, market and distribute such Devices to end users subject to the terms and conditions of Appendix A; for the avoidance of doubt, Yandex may grant a sublicense to a third party to Embed the Opera Products, such sublicense to be no less strict than the license provided to Yandex under this Agreement, including its Appendix A.

2.3 Yandex shall provide Opera by e-mail or other method using an Internet connection with the following materials:

(a) tracking URLs for the Yandex Search Box, Error Page Search Box and Yandex Speed Dial Bookmark implementations;

(b) trademark or style guidelines (if any) and logos;

2.4 Opera acknowledges that all materials mentioned in Section 2.3 were provided by Yandex to Opera before the Effective Date. Yandex agrees to use its commercially reasonable efforts to provide updates to such materials as required and also on Opera's reasonable request when available.

2.5 Nothing in this Agreement shall be construed as preventing end users from customizing their own browsers and browser settings or as requiring Opera to override any settings the end user has previously chosen.

2.6 If Yandex or a Yandex partner through any automated process, toolbar, extension, other software or any other means would replace any search functionality in any of Opera Products, Yandex shall guarantee that all queries referred to Yandex from the Opera Products shall continue to be counted as Referral Traffic. Notwithstanding the above, if Yandex or a Yandex partner through any automated process, toolbar, extension, other software or any other means has replaced any search functionality in any of Opera Products after any other search provider and/or its partner has replaced the initial search settings set as default by Opera in the Opera Products, then Yandex may, at its own discretion, not count all queries referred to Yandex from such Opera Products towards Referral Traffic. For the avoidance of doubt, if an end user manually changes the search functionality of an Opera Product through the means available in such Opera Product menus by choosing a different search provider, then all queries referred to Yandex from such Opera Product shall be counted as Referral Traffic.

3 MARKETING

3.1 The Parties may issue simultaneous and mutually agreed upon press releases announcing the integration of the Yandex Product in the Opera Products. The Parties shall coordinate the timing of such releases to the extent practicable. Neither Party shall make any publicity on, press release of or reference to this Agreement, the other Party or the cooperation between the Parties without the prior written approval of the other Party.

4 FEES AND PAYMENT

4.1 In considerations of Opera's services provided to Yandex and any licenses granted by Opera to Yandex under Section 2, Yandex shall pay Opera [***] of the Revenue in any calendar quarter.

4.2 Any amounts payable by Yandex hereunder shall be paid within 30 (thirty) days of the presentation of invoice by Opera.

4.3 Yandex shall, within 5 (five) business days after the end of each quarter (the report period), submit to Opera a report in a reasonable format detailing the Referral Traffic and the calculation of Revenue for such quarter. Yandex shall also provide Opera with an Act of Acceptance substantially in the form provided in Appendix B within 5 (five) business days after the end of each report period. Opera shall, within 5 (five) days from the receipt of the Act of Acceptance, con m it by signing and returning the Act of Acceptance to Yandex, and issue the invoices. Opera shall issue separate invoices for (i) Revenue generated by Referral Traffic in the Opera Desktop Browser, the Opera Desktop Next Browser and the Customized Opera Desktop Browser and (ii) Revenue generated by Referral Traffic in the Opera Mini Browser, the Opera Mobile Browser, the Opera Mini Next Browser, the Opera Mobile Next Browser, the Customized Opera Mini Browser, and the Customized Opera Mobile Browser.

4.4 All payments hereunder shall be calculated and made in US Dollars. If the Revenue was calculated in a different currency, then its amount for the report period shall be specified in US Dollars subject to the exchange rate set by a central bank or a similar authority of the respective country (e.g. the Bank of Russia, the Central Bank of the Republic of Turkey, etc.) for the date of the last day of the report period.

4.5 All amounts payable under this Agreement are exclusive of customs, taxes, duties or excises in any form, all of which shall be borne by the Party which is a tax resident of the country where such taxes, duties etc. apply. Russian VAT at the current applicable rate (at the Effective Date — 18% (eighteen percent)) shall be calculated above the amounts payable by Yandex hereunder, shall be stipulated in Opera's invoices and shall be paid by Yandex directly to the budget of the Russian Federation. Opera shall, before issuing the first invoice in each calendar year, but not more often than once during any applicable annual period hereunder, submit to Yandex an official apostilled certificate as evidence that Opera is a tax resident of Norway. In case Opera fails to supply the aforementioned certificate within 30 (thirty) days of issuing the applicable invoice, Yandex shall promptly pay outstanding Opera invoices but shall deduct and withhold the sum of the Russian non-resident income tax from the amount of payment and pay to the budget of the Russian Federation the relevant taxes,.

4.6 Payments by Yandex that are more than 30 (thirty) days overdue will be subject to a late charge equal to 1 (one) percent per month or, if less, the maximum amount allowed by applicable law, on the overdue balance.

4.7 Payment information:

Payments shall be made via wire transfer to Opera's following account:

[***]

5 INTELLECTUAL PROPERTY RIGHTS

5.1 Opera and its suppliers retain sole and exclusive right, title and interest to the Opera Product and the intellectual property rights (including without limitation, all patent rights, design rights, copyrights, trademark rights and trade secrets) embodied therein.

5.2 Subject to the terms and conditions of this Agreement and solely for the purpose of enabling Yandex to exercise its other rights hereunder, Opera hereby grants to Yandex a non-exclusive, worldwide, royalty-free, revocable permission to use the trademarks specified in the Opera Software Trademark Usage Guidelines found at http://www.opera.com/portal/contract/trademark/, in accordance with said Guidelines as updated by Opera from time to time, solely in connection with the marketing and promotion of the Opera Products. The use of the trademarks hereunder will not vest in or assign to Yandex any right, title or interest in or to the trademarks. Yandex acknowledges that it shall acquire no proprietary rights whatsoever in and to Opera's trademarks, which shall remain Opera's sole and exclusive property for its unlimited exploitation and all use and acquired goodwill arising from such use of the trademarks shall inure to Opera's sole benefit of Opera.

5.3 Yandex and its suppliers retain sole and exclusive right, title and interest to the Yandex Product and the intellectual property rights (including without limitation, all patent rights, design rights, copyrights, trademark rights and trade secrets) embodied therein.

5.4 Subject to the terms and conditions of this Agreement and solely for the purpose of enabling Opera to perform its obligations and exercise its other rights hereunder, Yandex hereby grants to Opera a non-exclusive, worldwide, royalty-free, revocable permission to use the trademarks specified in Yandex's applicable Trademark Usage Guidelines, in accordance with said Guidelines as updated by Yandex from time to time, solely in connection with the marketing and promotion of the Yandex Product. The use of the trademarks hereunder will not vest in or assign to Opera any right, title or interest in or to the trademarks. Opera acknowledges that it shall acquire no proprietary rights whatsoever in and to Yandex's trademarks, which shall remain Yandex's sole and exclusive property for its unlimited exploitation and all use and acquired goodwill arising from such use of the trademarks shall inure to Yandex's sole benefit of Yandex.

6 CONFIDENTIALITY

6.1 The Parties shall maintain in strictest confidence and shall not disclose to any third parties nor use for any purpose other than for the proper fulfillment of the express purpose of this Agreement any non-public information, including without limitation technical or commercial information related to this Agreement ("**Confidential Information**") received from the other Party in whatever form without the permission of the disclosing Party. For purposes of this Agreement, any technical, commercial or other information of a confidential nature delivered by either Party to the other shall always be treated as Confidential Information, whether or not marked with a confidential designator. Neither Party shall duplicate, reverse engineer, disassemble or de-compile any software of the other Party. The Parties shall only disclose the Confidential Information to authorized employees and shall take appropriate steps by instruction, agreement or otherwise to prevent unauthorized disclosure by the receiving Party's officers, employees, agents or consultants.

6.2 Nothing in this Agreement shall prevent the receiving Party from disclosing any information which:

(a) is or becomes public knowledge other than by a breach of this Agreement;

(b) the receiving Party, its officers, employees, agents or consultants may develop independently of the disclosing Party or receive (before or after the Effective Date) without restriction from a third party (other than where the receiving party knew or had reason to believe that the third party disclosed the information in breach of confidence);

(c) is required to be disclosed in accordance with applicable laws, regulations, court, judicial or other government order, provided that the receiving Party shall give the disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order.

7 WARRANTY DISCLAIMER

7.1 The Opera Products are delivered on a strictly «as is» basis. To the extent permitted by law, Opera and its suppliers disclaim all warranties regarding the Opera Products provided hereunder, either express or implied, statutory or otherwise, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement.

7.2 Yandex acknowledges that the Opera Product is not designed or intended for use in (i) online control of aircraft, air traffic, aircraft navigation or aircraft communications; or (ii) in the design, construction, operation or maintenance of any nuclear facility. Opera and its suppliers disclaim any expressed or implied warranty of fitness for such uses.

8 INDEMNIFICATION

8.1 Opera will settle and/or defend at its own expense and indemnify Yandex against any cost, loss or damage arising out of any claim, demand, suit or action brought against Yandex to the extent that such claim, demand, suit or action is based on a claim that an Opera Product infringes upon any intellectual property right of any third party, provided that (i) Yandex promptly informs Opera in writing of any such claim, demand, action or suit, (ii) Opera is given control over the defense or settlement thereof and that Yandex co- operates in the defense or settlement. Yandex shall have the right to be represented by a counsel of its own choice at its own expense. Opera agrees that in negotiating any settlement pursuant to this clause, it shall act reasonably and shall consult with Yandex before agreeing any settlement. If a claim, demand, suit or action alleging infringement is brought or Opera believes one may be brought, Opera shall have the option at its expense to (x) modify the Opera Product to avoid the allegation of infringement, (y) obtain for Yandex at no cost to Yandex a license to continue the partnership set forth in this Agreement free of any liability or restriction or (z) if neither of the previous options are commercially feasible in Opera’s reasonable opinion, Opera may terminate this Agreement with respect to the relevant Opera Product immediately upon notice to Yandex. Opera shall have no responsibility for claims arising from (i) unauthorized modifications of the Opera Product by Yandex or any third party; (ii) combination or use of the Opera Product with Yandex or third party hardware or software not supplied by Opera if such claim would not have arisen but for such combinations or use; (iii) Opera’s modification of the Opera Product in compliance with written specifications provided by Yandex or any third party, (iv) use of other than the latest version of the Opera Product provided to Yandex by Opera if the use of the latest version would have avoided the infringement, or (v) use of the Opera Product outside the scope of the rights granted to Yandex in this Agreement. This Section 8.1 state the sole liability of Opera and the exclusive remedy of Yandex for infringement of third party intellectual property rights.

8.2 Yandex will settle and/or defend at its own expense and indemnify Opera against any cost, loss or damage arising out of any claim, demand, suit or action brought against Opera to the extent that such claim, demand, suit or action is based on a claim that the Yandex Product infringes upon any intellectual property right of any third party, provided that (i) Opera promptly informs Yandex in writing of any such claim, demand, action or suit, (ii) Yandex is given control over the defense or settlement thereof and that Opera co- operates in the defense or settlement. Opera shall have the right to be represented by a counsel of its own choice at its own expense. Yandex agrees that in negotiating any settlement pursuant to this clause, it shall act reasonably and shall consult with Opera before agreeing any settlement. If a claim, demand, suit or action alleging infringement is brought or Yandex believes one may be brought, Yandex shall have the option at its expense to (x) modify the Yandex Product to avoid the allegation of infringement, (y) obtain for Opera at no cost to Opera a license to continue the partnership set forth in this Agreement free of any liability or restriction or (z) if neither of the previous options are commercially feasible in Yandex's reasonable opinion, Yandex may terminate this Agreement immediately upon notice to Opera. Yandex shall have no responsibility for claims arising from (i) modifications of the Yandex Product by Opera or any third party; (ii) combination or use of the Yandex Product with Opera or third party hardware or software not supplied by Yandex if such claim would not have arisen but for such combinations or use; (iii) Yandex's modification of the Yandex Product in compliance with written specifications provided by Opera or any third party, (iv) use of other than the latest version of the Yandex Product provided to Opera by Yandex if the use of the latest version would have avoided the infringement, or (v) use of the Yandex Product outside the scope of the rights granted to Opera in this Agreement. This Section 8.2 state the sole liability of Yandex and the exclusive remedy of Opera for infringement of third party intellectual property rights.

9 LIMITATION OF LIABILITY

9.1 Neither Party shall be liable to the other Party in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill or any indirect cost damages or expense of any kind, howsoever arising under or in connection with this Agreement, except for injury to persons or attributable to breach of Section 6 (Confidentiality) or to intentional misconduct or gross negligence.

9.2 The total and maximum liability of either Party under any provision of this Agreement or any transaction contemplated by this Agreement shall in no event exceed an amount equal to the total amounts paid by Yandex under this Agreement or the Previous Agreement, whichever is greater. Notwithstanding the above, this limitation of liability shall not apply to damages attributable to breaches of Section 6 (Confidentiality) or to damages attributable to gross negligence or intentional misconduct.

9.3 In consideration of Opera entering into this Agreement and as a material inducement to Opera to execute this Agreement, Yandex N.V. guarantees to Opera and its successors and permitted transferees and assigns, the due and punctual payment by Yandex of all such amounts as Yandex is obliged to pay to Opera pursuant to a final award of the arbitral panel referred to in Section 13.6 but only if and to the extent that (i) a legal opinion from Opera's legal counsel at a reputable Russian law firm confirms that the award granted in favor of Opera is unenforceable as a legal or procedural matter in Russia or that enforcing the award in Russia would be unreasonably burdensome for Opera; or (ii) a period of 12 (twelve) months after an award in Opera's favor pursuant to Section 13.6 has elapsed, without Opera having been able to enforce such award in full and recover all amounts due to Opera pursuant to the award, and provided Opera has made good faith efforts to enforce such award against Yandex in Russia. In addition to the arbitral award, Opera shall be entitled to collect all costs and expenses (including legal fees) related to the enforcement of the arbitral award in Russia and collection in the Netherlands.

10 TERM AND TERMINATION

10.1 This Agreement shall commence on Effective Date and continue for a term of 5 (five) years ("**Initial Term**") unless earlier terminated in accordance with the provisions set forth below.

10.2 This Agreement shall automatically renew for additional 2 (two) year periods ("**Additional Terms**") unless either Party gives the other Party notice of non-renewal at least 30 (thirty) days before the expiration of the Initial Term or any Additional Term.

10.3 This Agreement may be terminated by either Party if the other Party fails to make any payment hereunder when due and such failure to pay continues unremedied for a period of 30 (thirty) days after being notified of such non-payment.

10.4 This Agreement may be terminated by either Party prior to the end of its term if the other Party is in material breach of any term or condition of this Agreement and such breach continues unremedied for a period of 30 (thirty) days after the Party in breach has been notified of such breach by the other Party.

10.5 This Agreement terminates automatically, with no further act or action of either Party, if a receiver is appointed for Yandex or Opera or its property related to this Agreement, Yandex or Opera makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against Yandex or Opera under any bankruptcy, insolvency or debtor's relief law, or Yandex or Opera is liquidated or dissolved.

11 EFFECTS OF TERMINATION

11.1 Upon termination or expiration of this Agreement:

(a) Opera will disable or remove the Yandex Product in/from the Opera Products in an agreed timeline that is reasonable to Opera.

(b) Yandex shall de-install the Opera Product from the Yandex Product in an agreed timeline that is reasonable to Yandex.

(c) each Party shall return all copies of any Confidential Information of the other Party that it has in its possession or control, and cause an officer to certify in writing to the other Party that it has done so;

(d) each Party shall forthwith cease all use of all trademarks of the other Party and its suppliers, and will not thereafter use any mark which is confusingly similar to any trademark associated with any trademark of the other Party or its suppliers;

(e) Yandex shall continue to pay Opera the amounts specified in Section 4 with respect to any Revenue occurring through the end of the 12 (twelve) month period following expiration or termination of this Agreement;

(f) Yandex will promptly return to Opera all copies of all the software, including all Opera Products, provided to Yandex by Opera under this Agreement and/or the Previous Agreement.

11.2 Opera's rights and Yandex's obligations to pay Opera all amounts due hereunder, as well as Sections 5, 6, 7, 8, 9, 11, 12, and 13 shall survive termination of this Agreement. Except in the case of termination due to Yandex's material breach of this Agreement, Opera's obligations related to updating Opera Products in Sections 2.1.4, 2.1.5 and 2.1.6, and Appendix A, Section 8 shall survive termination or expiration of this Agreement to the extent specified in such provisions.

12 RECORDS AND AUDITS

12.1 Each Party agrees to keep accurate books of account and records in sufficient detail to properly determine that amounts payable to the other Party under this Agreement have been paid correctly.

12.2 Each Party shall keep such books and records for at least 2 (two) years following the end of the calendar quarter to which they pertain, and each Party agrees to make available such books and records for inspection during such period by a certified public auditor commissioned by the other Party for such purpose, solely for the purpose of verifying the correctness of the respective Party's payments hereunder.

12.3 Inspections may be made no more than once in each calendar year at reasonable times mutually agreed upon by the parties upon 5 (five) business days' notice to the respective Party. If an inspection reveals discrepancies additional inspections may be held during the following calendar year. The certified public accountant will execute a reasonable confidentiality agreement prior to commencing any such inspection.

12.4 The inspected Party will pay the inspecting Party the full amount of any underpayment revealed by the audit plus interest from the date such payment were due under the terms of Section 4. If such audit reveals an underpayment by the inspected Party of more than 5% (five percent), the inspected Party shall also promptly reimburse the inspecting Party for the auditor firm's fees.

13 MISCELLANEOUS

13.1 Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond that Party's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such circumstances, the defaulting Party shall be excused for a period equal to the time of the delay caused thereby.

13.2 This Agreement may not be assigned or transferred by either Party without the other party's written consent, which shall not be unreasonably withheld.

13.3 If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the provision held to be invalid. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

13.4 All notices hereunder shall be given by e-mail and confirmed by international air mail or internationally recognized express service mailed the same date, and will be deemed to be received on the first business day following receipt. The Parties contact details for the purposes of giving notices shall be as follows:

Opera:	Yandex:
Opera Software ASA	YANDEXLLC
Gjerdrums vei 19	16 Lva Tolstogo St.
0484 Oslo, Norway	119021 Moscow, Russia
[***]	[***]

13.5 This Agreement, including the Appendices, constitutes the entire Agreement between the parties hereto, and supersedes all other agreements or arrangements between the parties in relation to the subject matter hereof. The Agreement cannot be modified, supplemented or rescinded except by a single document made in writing and signed by both Pa s. For the avoidance of doubt, upon the execution of this Agreement by authorized representatives of both Opera and Yandex, the Previous Agreement shall terminate and be replaced by this Agreement, however, any payment due from Yandex to Opera under the Previous Agreement, which arose before the execution of this Agreement, shall survive.

13.6 This Agreement shall be governed by the state and federal laws of the State of California, U.S. (but not the law of conflicts) and the stipulations set forth herein to be construed in accordance with same. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be resolved by final and binding arbitration in accordance with the JAMS International Arbitration Rules before a panel of three (3) arbitrators, each of whom will have specialized expertise in the field of computer technology selected from and administered by JAMS. In the event of a conflict between the JAMS International Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement will control. The arbitration hearing will be held in Santa Clara County, California and will be conducted in the English language. Either Party shall have the right to discovery of evidence. The arbitrators shall supervise discovery and discovery matters shall be governed by the Federal Rules of Civil Procedure as applicable to civil actions in the United States District Court in San Francisco, California. The Parties agree that the arbitrators shall have the authority to issue interim orders for provisional relief, including, but not limited to, orders for injunctive relief, attachment or other provisional remedy, as necessary to protect either Party's name, proprietary information, trade secrets, know-how or any other proprietary right. The Parties agree that any order of the arbitrator(s), including any orders for provisional relief, for any injunctive or other preliminary relief, shall be enforceable in any court of competent jurisdiction. The award of the arbitrator will be binding on the Parties, and judgment on the award may be entered in any court of competent jurisdiction over the Party against which an award is entered or the location of such Party's assets, and the Parties hereby irrevocably waive any objections to jurisdiction of such court based on any ground, including without limitation, improper venue or forum. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator(s) determine a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. Notwithstanding the foregoing, nothing in this Agreement will be deemed as preventing either Party from seeking relief (or any provisional remedy) from any court having jurisdiction over the Parties and the subject matter of the dispute as is necessary to protect such Party's name, proprietary information, trade secrets, know-how, or any other intellectual property rights. Because both Parties to this Agreement have had the opportunity to negotiate individual provisions of this Agreement, the Parties agree that any arbitrator or court shall not construe any ambiguity that may exist in this Agreement against a Party on the basis of that Party having drafted the Agreement.

SCHEDULE OF APPENDICES:

APPENDIX A: PROCEDURES FOR EMBEDDING OPERA PRODUCTS ON DEVICES

APPENDIX B: ACT OF ACCEPTANCE TEMPLATE

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

OPERA SOFTWARE ASA:

/s/ Lars Boilesen

Name: Lars Boilesen

Title: Chief Executive Officer

Date: September 21, 2012

YANDEX LLC:

/s/ Kiseler

Name: Kiseler

Title: Business Developement Director

Date: September 21, 2012

YANDEX N.V.:

/s/ Volozh Arkady

Name: Volozh Arkady

Title: Chief Executive Officer

Date: September 21, 2012

APPENDIX A

PROCEDURES FOR EMBEDDING OPERA PRODUCTS ON DEVICES

1. Yandex or a third party authorized by Yandex shall be entitled to Embed Opera Products only on such Devices that are agreed in writing (e-mail from Opera's SVP of Mobile Business Development or someone allocated by him is sufficient) on a case-by-case basis with Opera. Opera may provide or withhold its consent in its sole discretion. Opera's consent may be withdrawn by email at any time, and such withdrawal shall become effective within forty-five days after receipt of the withdrawal e-mail.

2. For the purpose of obtaining Opera's consent to Embed an Opera Product on a Device, if requested by Opera, Yandex may, or may cause a third party to, send Device prototypes to Opera for Opera's internal testing.

3. Yandex shall, and shall require each third party authorized to Embed Opera Products on Devices to:

   (i) ensure that Opera Products at all times function optimally when Embedded on the Devices;

   (ii) Embed the latest version of the Opera Product provided to Yandex by Opera, as soon as reasonably possible, and

   (iii) in case where Opera Products to be Embedded are for Java, Android, Symbian platforms and other platforms where technically possible, ensure that the application icon is located no more than two clicks from the Device's home screen (for example, all the programs on Android devices are by default located no more than 2 clicks away from the home screen (click on "Apps" and then on chosen App)).

   Yandex agrees to enforce such provisions against third parties mentioned herein and shall be liable towards Opera if such third party violates the terms and conditions of this Agreement to the same extent as if Yandex had violated the terms and conditions itself, and shall inform Opera of any case of breach of the mentioned provisions by a third party in Yandex's knowledge.

4. If Yandex wishes to Embed or have a third party Embed the Opera Products on any Devices, Yandex shall, if it is reasonably possible and upon Opera's request, provide estimated sales forecasts for such Devices on a quarterly basis to Opera in the form agreed by the Parties.

5. Opera shall not be obligated to perform any professional services related to Embedding of Opera Products on Devices or to optimize or improve the performance of Opera Product on Devices.

6. End users of the Opera Product Embedded on a Device shall always be subject to Opera's end user license agreement included with the Opera Product.

7. Neither Yandex nor any third party authorized by it may change the Opera Products in any way, including by (i) removing, altering or destroying at any time (including before, during or after the Embedding of the Opera Products) any proprietary, trademark or copyright markings or notices placed upon or contained with the Opera Product or (ii) adding, changing or deleting any Links, speed dials/bookmarks, IDs (including search referral IDs or other IDs), or search engines/means, search boxes at any time except for the cases when Yandex or a Yandex partner through any automated process, toolbar, extension, other software or any other means has replaced any search functionality in any of Opera Products after any other search provider and/or its partner has replaced the initial search settings set as default by Opera in the Opera Products.

8. Unless Opera's consent has been withdrawn pursuant to this Appendix A, Section 1, following any expiration or termination of the Agreement or the license provided in its Section 2.2.3, except in the case of material breach of the terms and conditions of this Agreement by Yandex or the third party in question, Yandex and any third parties authorized by Yandex to Embed the Opera Products on Devices shall have the right, which shall be effective for up to 1 (one) year after the termination of this Agreement, to continue to market, distribute and support any versions of Devices with Embedded Opera Products that were manufactured and Embedded with Opera Products prior to the effective expiration or termination date, and any such Devices that start shipping within 3 (three) months of the effective date of the expiration or termination. Furthermore, Yandex or the third party may provide minor releases or bug fix updates thereto for the remainder of the life cycle of such Devices, to the extent Opera has made such releases available to Yandex.

APPENDIX B
ACT OF ACCEPTANCE TEMPLATE

ACT OF ACCEPTANCE
to the Partner Agreement dated [ ] of [ ] 2012

Moscow

_____th of_____201__

Opera Software ASA, a company organized and existing under the laws of Norway with its principal place of business at Gjerdrums vei 19, 0484 Oslo, Norway ("**Opera**") and YANDEX LLC, a company organized and existing under the laws of the Russian Federation with its principal place of business 16 Lva Tolstogo St., Moscow, 119021, Russia ("**Yandex**"), following the terms and conditions of the Partner Agreement dated [ ] of [ ] 2012 (the "Agreement"), have stated the following:

1. The Parties herewith confirm that Opera has provided to Yandex services in full accordance with terms and conditions of Agreement for the period from **____th of _____ 201 _____ till _____th of _____ 201** (the "**Report Period**" .

2. The Parties have no claims in respect of the abovementioned services.

3. Revenue generated by Referral Traffic in the Opera Desktop Browser, the Opera Desktop Next Browser and the Customized Opera Desktop Browser during the Report Period amounts to [ ] ([ ]) **US Dollars**. Fee to be paid by Yandex to Opera according to Section 4.1 of the Agreement is_% (percent) of such Revenue which amounts to [ ] ([ ]) **US Dollars**. Russian VAT at the rate of 18% (eighteen percent) calculated above such fee amounts to the equivalent of [ ] ([ ]) **US Dollars** and is payable by Yandex directly to the budget of the Russian Federation.

4. Revenue generated by Referral Traffic in the Opera Mini Browser, the Opera Mobile Browser, the Opera Mini Next Browser, the Opera Mobile Next Browser, the Customized Opera Mini Browser, and the Customized Opera Mobile Browser during the Report Period amounts to [ ] ([ ]) **US Dollars**. Fee to be paid by Yandex to Opera according to Section 4.1 of the Agreement is _ % (percent) of such Revenue which amounts to [ ] ([ ]) **US Dollars**. Russian VAT at the rate of 18% (eighteen percent) calculated above such fee amounts to the equivalent of [ ] ([ ]) **US Dollars** and is payable by Yandex directly to the budget of the Russian Federation.

5. This Act of Acceptance is executed in English in two counterparts, both of equal legal force, one copy for each Party.

OPERA SOFTWARE ASA:

Name:

Title:

Date:

YANDEX LLC:

/s/ Kiseler

Name: Kiseler

Title: Business Development Director

Date: September 21, 2012

YANDEX N.V.:

/s/ Volozh Arkady

Name: Volozh Arkady

Title: Chief Executive Officer

Date: September 21, 2012

ДОПОЛНИТЕЛЬНОЕ СОГЛАШЕНИЕ № 1
ОТ «01» ОКТЯБРЯ 2012 г.

К СОГЛАШЕНИЮ О ПАРТНЕРСТВЕ
ОТ «01» ОКТЯБРЯ 2012 г.

Настоя щее Дополнительное соглашение (далее -«**Дополнительное соглашение**») к Соглашению о партнерстве от « О 1 » октября 2012 г. (далее - «**Договор**») заключено « О 1 » октября 2012 г. («**Дата вступления Дополнительного соглашения в силу**»), между Опера Софтвэйр АСА, компанией, учрежденной и действующей согласно законодательству Норвегии, в лице Генерального директора Ларса Бойлесена, действующего на основании Устава, находя щейся по ад ресу : Гжердрамс вей 19 0484 Осло , Норвегия , («**Опера**»), и ООО «ЯНДЕКС», компанией, учрежденной и действующей согласно зако нодательству Российской Федерации, в л ице Руководителя направления дистрибуции Вечера Ю. Н., действующего на основании доверенности №57 от 18 июня 2012, находящейся по адресу Россия, 119021, Москва, ул . Льва Толстого , 16 («**Яндекс**») . и Яндекс Н.В., компанией, учрежденной и действую щей согласно зако нодательству Нидерландов, в лице Исполнительного директора Во ложа А. находящейся по адресу Лаан Ко упс ван Каттенбург 52, Гаага 2585 ГБ, Голландия., действующего на основании Устава («**Яндекс И.В.**») . Яндек с, Яндекс Н.В. и Опера далее вместе именуются « Стороны », по отдельности « **Сторона** ».

1. С целью сделать отсылку к Договору в документах более удобной, Стороны настоящим пришли к соглашению присвоить Договору номер DS-0965-10/12.

2. Настоящее Допо л нитель ное соглашение вступает в силу в Дату вступления Допо лнитель ного соглашения в силу как указано выше.

ADDENDUM No. 1 DATED OCTOBER 01, 2012

TO THE PARTNER AGREEMENT DATED OCTOBER 01, 2012

This Addendum (hereinafter "**Addendum**") to the Partner Agreement dated October 01, 2012 (hereinafter "**Agreement**") is made as of October 01 , 2012 ("**Addendum Effective Date**"), by and between Opera Software ASA, a company organized and existing under the laws of Norway with its principal place of business at Gjerdrums vei 19 0484 Oslo, Norway, represented by its CEO Lars Boilesen acting on the basis of the Articles of Association ("**Opera**"); and YANDEX LLC, a a company organized and existing under the laws of the Russian Federation with its principal place of business 16 Lva Tolstogo st., Moscow, 119021, Russia, represented by its Head of Software Distribution Y.N.Vecher acting on the basis of the Power of Attorney No. 57 dated June 18, 2012 ("**Yandex**"); and Yandex N.V., a company incorporated under the laws of the Netherlands with address at Laan Copes van Cattenburch 52, The Hague 2585 GB, Netherlands, represented by its Executive Director Volozh A. acting on basis of the Articles of Association ("**Yandex N.V.**"). Yandex, Yandex N.V. and Opera may hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

1. In order to make it more convenient to refer to the Agreement in documents , the Parties hereby agree to assign the number to the Agreement which shall be DS- 0965-10/12.

2. This Addendum shall come into effect on the Addendum Effective Date as indicated above.

3. Все положения и условия Договора и любого и каждого При ложе ния к нему остаются неизменными .

4. Настоящее Дополнитель ное соглашение составлено на русском и английском языках в двух экзем п ля рах , имеющих одинаковую юрид ическую силу, по одному для каждой из Сторон. В случае любых противоречий между текстами Допо лн ителя ного соглашения на русском и английском языках, текст Дополнительного соглашения на английском языке будет иметь преимущественную силу .

3. All terms and conditions of the Agreement and any and all Appendices thereto shall remain unamended.

4. This Addendum is executed in in Russian and English in two copies of equal legal force, one copy for each of the Parties. In case of any discrepancies between the Russian and English text of this Addendum, the English text of this Addendum shall prevail.

Opera Software ASA

/s/ Lars Boilesen
Lars Boilesen

Yandex N.V.

/s/ Arkady Volozh
Arkady Volozh

YANDEX LLC

/s/ Y.N. Vecher
Y.N. Vecher

ADDENDUM NO 2

This Addendum (hereinafter "**Addendum No 2**"), including its exhibits, effective as of 02 June 2014 ("**Addendum Effective Date**") shall serve to supplement and amend, the Partner Agreement entered into on October l, 2012 ("Agreement"), by and between:

Opera Software ASA, a Norwegian company with its principal place of business at Gjerdrums vei 19, No-0484 Oslo ("**Opera**"); and

Yandex LLC, a company organized under the laws of the Russian Federation with its principal place of business at 16 Lva Tolstogo st., Moscow, 119021, Russia ("**Yandex**").

The parties are collectively referred to herein as " Parties", or each individually as a " Party".

WHEREAS, the Parties entered into the Agreement whereby Opera licensed to Yandex the right to distribute certain Opera Products to the public; and

WHEREAS, the Parties now wish to extent that license grant to permit Yandex to distribute the public versions of certain Opera Products via Yandex's mobile applications store.

NOW, THEREFORE, the Parties mutually agree as follows:

1 DEFINITIONS

The following definitions are hereby added to Section 1 of the Agreement:

"1.13 "**Yandex Mobile Store**" means the digital storefront service currently available via store.yandex.com, store.yandex.ru as well as the Yandex.Store mobile application which are owned and operated by Yandex (or any company within the Yandex Group).

1.14 "**Yandex Group**" means Yandex, Yandex Inc. (USA), Yandex N.V. (Netherlands), Yandex Europe AG (Switzerland) or any other company under direct or indirect control by Yandex N.V. (Netherlands).

1.15 "**Retail Store**" means physical, non-online retail stores owned and/or operated by third parties in particular without limitation for selling or otherwise procuring or promoting devices to end users."

2 ADDITIONAL DISTRIBUTION CHANNELS

2.1 Section 2.2 of the Agreement is hereby replaced in the part prior to the first colon by the following:

"2.2. **License**. During the Initial Term and any Additional Terms of this Agreement, Opera grants to Yandex a limited, non-exclusive right and license effective in the Territory (unless otherwise expressly provided in this Agreement) to do the following:"

For the avoidance of doubt, Sections 2.2.1 to 2.2.3 shall continue in full force and effect.

2.2 The following Section 2.7 is hereby added to the Agreement:

"2.7. Pursuant to Section 2.2.2 of the Agreement, Opera hereby consents to distribution of the following Opera Products via the Yandex Mobile Store: the Opera Mini Browser, Opera Mobile Browser, Opera Mini Next Browser, and Opera Mobile Next Browser. For the purposes of such distribution, Yandex shall have the respective company from the Yandex Group allow Opera to create an account within the Yandex Mobile Store from which the distribution may be controlled by Opera. As set forth in Section 2.2.2 of the Agreement, Opera's consent may be withdrawn in whole or in part at any time by removing the respective Opera Products from the Yandex Mobile Store via its Yandex Mobile Store account and/ or by deactivating its Yandex Mobile Store account, and Yandex shall ensure that it always uses the most recent versions of the Opera Products it has received from Opera. Notwithstanding any provision of Section 2.2 to the contrary, Opera's consent granted hereunder shall be considered effective worldwide."

2.3 The following Section 2.2.4 is hereby added to the Agreement:

"2.2.4. [***]"

3 APPLICABLE PROVISIONS

All provisions of the Agreement shall continue in full force and effect unless modified by this Addendum No 2. All terms defined in the Agreement shall have the same meaning when used herein as given therein. In case of conflict between the Agreement and Addendum No 2, the latter shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No 2:

OPERA SOFTWARE ASA:		YANDEX LLC:	
/s/ Baard F. Andresen		/s/ Yury Vecker	
Name:	Baard F. Andresen	Name:	Yury Vecker
Title:	VP Global Accounting	Title:	Head of Distribution
Date:	June 16, 2014	Date:	June 2, 2014

ADDENDUM NO 3

This Addendum (hereinafter "**Addendum No 3**"), including its exhibits, effective as of October I, 2014 ("**Addendum Effective Date**") shall serve to supplement and amend, the Partner Agreement #DS-0965-10/12 entered into on October 1, 20 I 2 ("**Agreement**"), by and between:

Opera Software ASA, a Norwegian company with its principal place of business at Gjerdrums vei 19, No-0484 Oslo ("**Opera**"); and

Yandex LLC, a company organized under the laws of the Russian Federation with its principal place of business at 16 Lva Tolstogo st., Moscow, 119021, Russia ("**Yandex**").

The parties are collectively referred to herein as "**Parties**", or each individually as a "**Party**".

WHEREAS, the Parties entered into the Agreement whereby Opera agreed to distribute the Yandex Product by integrating it into Opera Products, and Yandex agreed to pay Opera a share of its Revenue; and

WHEREAS, the Parties now wish amend the mechanics of conversion of the amounts of Revenue into US Dollars for the purposes of calculation of payments due to Opera under the Agreement;

NOW, THEREFORE, the Parties mutually agree as follows:

1 CONVERSION OF REVENUE

Section 4.4 is hereby removed from the Agreement in its entirety and replaced by the following:

"4.4. All payments hereunder shall be calculated and made in US Dollars. If the Revenue was calculated in a different currency, then its amount for the report period shall be specified in US Dollars subject to the exchange rate set by a central bank or a similar authority of the respective country (e.g. the Central Bank of the Russian Federation, the Central Bank of the Republic of Turkey, etc.) for the date when Revenue was earned by Yandex."

2 APPLICABLE PROVISIONS

All provisions of the Agreement shall continue in full force and effect unless modified by this Addendum No 3. All terms defined in the Agreement shall have the same meaning when used herein as given therein. In case of conflict between the Agreement and Addendum No 3, the latter shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No 3: Opera

OPERA SOFTWARE ASA:	YANDEX LLC:
/s/ Joakim Kasbohm	/s/ Yury Vecker
Name: Joakim Kasbohm	Name: Yury Vecker
Title: Senior Director FP&A	Title: Head of Distribution
Date: October 10, 2014	Date: October 10, 2014

ADDENDUM NO 4

This Addendum (hereinafter "**Addendum No 4**"), including its exhibits, effective as of June 30, 2015 ("**Addendum Effective Date**") shall serve to supplement and amend, the Partner Agreement #DS-0965-10/12 entered into on October 1, 2012 ("**Agreement**"), by and between:

Opera Software ASA, a Norwegian company with its principal place of business at Gjerdrums vei 19, No-0484 Oslo ("**Opera**"); and

Yandex LLC, a company organized under the laws of the Russian Federation with its principal place of business at 16 Lva Tolstogo st., Moscow, 119021, Russia ("**Yandex**")

The parties are collectively referred to herein as "**Parties**", or each individually as a "**Party**".

WHEREAS, the Parties entered into the Agreement whereby Opera agreed to distribute the Yandex Product by integrating it into Opera Products, and Yandex agreed to pay Opera a share of its Revenue; and

WHEREAS, the Parties now wish amend the terms of the Agreements regarding distribution of Yandex Product integrated into Opera Products;

NOW, THEREFORE, the Parties mutually agree as follows:

1 DEFINITIONS

Section 1.1 is hereby removed from the Agreement in its entirety and replaced by the following:

"1.1. "**Opera Products**" means Opera Desktop Browser, Opera Mini Browser, Opera Mobile Browser, Opera Desktop Next Browser, Opera Mini Next Browser, Opera Mobile Next Browser Customized Opera Desktop Browser, Customized Opera Mini Browser, Customized Opera Mobile Browser, Opera Coast Browser and/or any Future Opera Product, as the context implies, including but not limited to any Third Party Customized Versions of said products.

Sections 1.1.1 through 1.1.3 are hereby removed from the Agreement in its entirety and replaced by the following:

"1.1.1. "**Opera Desktop Browser**" means any standard version of the desktop web browser for Windows, MacOS and/or Linux in the Russian, English or other local language and named "Opera" as of the Effective Date. For the avoidance of doubt, the term "Opera Desktop Browser" would also include any standard version of Opera's desktop web browser for Windows, MacOS and/or Linux in the Russian, English or other local language however re-named or re-branded, that replaces or is intended to replace the web browser described in the first sentence of this section 1.1.1."

"1.1.2. "**Opera Mini Browser**" means any standard version of the standard Opera Mini web browser in the Russian, English or other local language and named "Opera Mini" as of the Effective Date. For the avoidance of doubt, the term "Opera Mini Browser" would also include any standard version of the Opera Mini web browser however re-named or re-branded, that replaces or is intended to replace the web browser described in the first sentence of this section 1.1.2."

“1.1.3. “**Opera Mobile Browser**” means any standard version of the mobile web browser in the Russian, English or other local language and named “Opera Mobile” as of the Effective Date. For the avoidance of doubt, the term “Opera Mobile Browser” would also include any standard version of any mobile web browser, however re-named or re-branded, that replaces or is intended to replace the web browser described in the first sentence of this section 1.1.3.”

The following definitions are hereby added to the Section 1 of the Agreement and shall be read as follows:

“1.1.10. “**Opera Coast Browser**” means the standard version of the standard Opera Coast web browser in the Russian, English or other local language named “Opera Coast” as of June 30, 2015. For the avoidance of doubt, the term “Opera Coast Browser” would also include any standard version of any mobile web browser however re-named or re-branded, that replaces or is intended to replace the web browser described in the first sentence of this section 1.1. l O.”

“1.1.11. “**Future Opera Product**” means a version of any web browser for any desktop or mobile platform in the Russian, English or other local language developed, distributed or made available by Opera and/or its contractors in the Territory after June 30, 2015.”

“1.16. “**Third Party Customized Version**” means a version of the respective Opera Product, as the case may be, customized for or delivered on behalf of or to Opera’s third party customers and partners pursuant to an agreement with such customer or partner. For avoidance of doubt nothing in this Agreement obliges Opera to include the Yandex Product in Third Party Customized Versions.

“1.17. “**Control**” means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise, including but not limited to: (a) the legal power to direct or cause the direction of its general management and policies; or (b) the ability to appoint, directly or indirectly, the majority of its directors or its executive officers; or (c) the ability to exercise, directly or indirectly, a majority of the votes exercisable at a general meeting; or (d) the right to receive, directly or indirectly, a majority of the proceeds arising from any declaration of a dividend or any distribution arising in the course of winding up, whether solvent or insolvent, or any return of capital to shareholders or members; and the expressions “Controls” and “Controlled” shall be construed accordingly.

“1.18. “**Change of Control**” means the occurrence of any of the following events: (a) a person who Controls any other person ceases to do so; and/or (b) a person who did not previously Control another person acquires Control of it.”

2 IMPLEMENTATION IN THE OPERA DESKTOP BROWSER

Section 2.1.1(i) is hereby removed from the Agreement in its entirety and replaced by the following:

“(i) Subject to section 2.1.1(ii) below, the Opera Desktop Browser distributed in the Territory from websites controlled by Opera, and/or its contractors in the Territory in the Russian, English or other local language of the Territory, will include the following Yandex integrations:

a) [***]

b) [***]

c) [***]

d) [***]”

3 IMPLEMENTATION IN THE OPERA MINI BROWSER

Section 2.1.2(i) is hereby removed from the Agreement in its entirety and replaced by the following:

“(i) Subject to section 2.1.2(iv) below, the Opera Mini Browser distributed in Territory from websites controlled by Opera and/or its contractors in the Territory in the Russian, English or other local language of the Territory will include the following Yandex integrations:

a) [***]

b) [***]

c) [***]

d) [***]

e) [***]

f) [***]”

4 IMPLEMENTATION IN THE OPERA MOBILE BROWSER

Section 2.1.3(i) is hereby removed from the Agreement in its entirety and replaced by the following:

“(i) Subject to section 2.1.3(iv) below in the Opera Mobile Browser distributed in the Territory, Opera shall use its commercially reasonable efforts to make available from websites controlled by Opera and/or its contractors in the Territory in the Russian, English or other local language of the Territory, the following Yandex integrations:

a) [***]

b) [***]

c) [***]

d) [***]”

5 IMPLEMENTATION IN THE OPERA COAST BROWSER, OPERA DESKTOP NEXT BROWSER, OPERA MINI NEXT BROWSER AND OPERA MOBILE NEXT BROWSER

Section 2.1.7 is hereby added to the Agreement and shall be read as follows:

“Opera shall use commercially reasonable efforts to use the same or similar implementations of the Yandex Product as described in (i) Section 2.1.1 for the public versions of its Opera Coast Browser and Opera Desktop Next; (ii) Section 2.1.2 - for the public versions of Opera Mini Next; (iii) Section 2.1.3 - for the public version s of Opera Mobile Next. Notwithstanding the foregoing, Yandex acknowledges and understands that these Opera Products are experimental branches of Opera’s product development and such implementations cannot be guaranteed. Opera and Yandex shall work together in good faith to discuss bow to solve any negative impacts of such experiments in such Opera Products.”

6 IMPLEMENTATION IN THE FUTURE OPERA PRODUCTS

Section 2.1 .8 is hereby added to the Agreement and shall be read as follows:

“For each Future Opera Product, Opera shall use commercially reasonable effort to use the same or similar implementations of the Yandex Product as described in (i) Section 2.1.1 - for any Future Opera Product developed, distributed or made available for desktop devices; (ii) Sections 2.1.2 and 2.1.3 for any Future Opera Product developed, distributed or made available for mobile devices. Notwithstanding the foregoing, Yandex acknowledges and understands that Future Opera Products are subject to changes in Opera’s product development plans, and such implementations cannot be guaranteed. Opera and Yandex shall work together in good faith to discuss how to solve any negative impacts of such development in such Opera Products.”

7 RESTRICTIONS ON CHANGES THE OPERA PRODUCTS

Sections 2.8 and 2.9 are hereby added to the Agreement and shall be read as follows:

“2.8. Opera shall not, without the prior written consent of Yandex, make any update, upgrade or other change in the Opera Desktop Browser, that materially changes its default design, user interface and/or functionality in a manner that adversely affects the number of search queries to the Yandex Product and/or other interactions with the Links made by users via the implementations made pursuant to Section 2.1.1.

2.9. In respect of any Opera Products, Opera will not at any time during the Initial Term or any Additional Terms (and will not encourage any third party to, at any time during the Initial Term or any Additional Terms) uninstall, modify or reconfigure the Yandex Product or any Links integrated in the Opera Product or replace the Opera Product with a different Opera Product that does not include the Yandex Product or Links previously included therein.

8 RESTRICTIONS ON YANDEX MARKETING TOWARDS OPERA USERS

Section 2.10 is hereby added to the Agreement and shall be read as follows:

[***]

9 TERM OF THE AGREEMENT IN THE EVENT OF CHANGE OF CONTROL

Section 10.6 is hereby added to the Agreement and shall be read as follows:

“ln the event of any Change of Control of Opera or Yandex, respectively, the other Party shall have the right to extend the Initial Term or the then current Additional Term for an additional six month period, effective immediately upon written notice to the Party affected by the Change of Control, provided such other Party gives written notice within 14 days of the Change of Control becoming publically announced.”

10 APPENDIX C

Appendix C is hereby appended to the Agreement as set forth in Appendix C to this Addendum.

11 APPLICABLE PROVISIONS

All provisions of the Agreement shall continue in full force and effect unless modified by this Addendum No 4. All terms defined in the Agreement shall have the same meaning when used herein as given therein. In case of conflict between the Agreement and Addendum No 4, the latter shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No 4:

OPERA SOFTWARE ASA:		YANDEX LLC:	
/s/ Joakim Kasbohm		/s/ Alexander Shulgin	
Name:	Joakim Kasbohm	Name:	Alexander Shulgin
Title:	Senior Director FP&A	Title:	Chief Executive Officer
Date:	June 30, 2015	Date:	June 30, 2015

APPENDIX C

[***]

ADDENDUM NO 5

This Addendum (hereunder "**Addendum No 5**"), effective as of August 19, 2016 ("**Addendum Effective Date**") shall serve to supplement and amend, the Partner Agreement #DS-0965-10/12 entered into on October 1, 2012 ("**Agreement**"), originally concluded by and between:

Opera Software ASA, a Norwegian company with its principal place of business at Gjerdrums vei 19, NO-0484 Oslo; and

Yandex LLC, a company organized antler the laws of the Russian Federation with its principal place of business at 16 Lva Tolstogo st., Moscow, 119021, Russia ("**Yandex**").

Opera Software ASA and Yandex arc collectively referred to herein as "**Original Parties**".

WHEREAS, the Original Parties entered into the Agreement whereby Opera Software ASA agreed to distribute the Yandex Product by integrating it into Opera Products, and Yandex agreed to pay Opera Software ASA a share of its Revenue;

WHEREAS, the Parties (as defined below) now wish to amend the terms of the Agreement in order to allow users that prefer to use Yandex to choose Yandex as their default search engine and to gain access to the Yandex website through speed dial like functionality, as well as for Opera products to more accurately remember user settings according to the user's preferences;

WHEREAS Opera Software ASA has completed a total demerger of its business in accordance with Chapter 14 of the Norwegian Public Limited Liability Companies Act and as a result of such demerger, all assets rights and obligations, including all agreements related to desktop and mobile browsers have been transferred to and accepted by Opera Software AS ("**Opera**"), a wholly owned subsidiary of Opera Software ASA;

NOW THEREFORE in consideration of their mutual promises, the Parties hereby agree as follows:

Opera Software AS hereby confirms that it accepts all rights, obligations and liabilities of the Party "Opera" under the Agreement, and Yandex confirms its acknowledgment and consent to the same.

Yandex and Opera are collectively referred to herein as "**Parties**", or each individually as a "**Party**"

The Parties further agree to the following amendments to the Agreement.

1. TERM

Section 10.1 is hereby removed from the Agreement in its entirety and replaced by the following:

"10.1. This Agreement shall commence on Effective Date and continue until April I, 2020 ("**Initial Term**") unless earlier terminated in accordance with the provisions set forth below."

The Parties acknowledge and agree that Section 10.6 docs not apply to the currently contemplated acquisition of Opera by Golden Brick Capital Private Equity Fund I L.P.

2. FEES AND PAYMENT

Section 4.1 is hereby removed from the Agreement in its entirety and replaced by the following:

"4.1 In consideration of Opera's services provides to Yandex and any licenses granted by Opera to Yandex under Section 2. Yandex shall pay Opera the following percentages of Revenue each calendar quarter:

4.1.1 Desktop Revenue

The percentage of Revenue paid to Opera each calendar quarter for Desktop products as specified in the table below shall be linked to the quarterly total query volume in Russia against a baseline threshold. For purposes of this Agreement, the baseline threshold for the specified periods below shall be [***] queries per quarter ("**Desktop Threshold**"). The Desktop Threshold will be calculated based on queries in Russia only (not any other countries in the Territory), excluding any fraudulent and robotic traffic by standard Yandex filtering mechanics. For the avoidance of doubt, if the Desktop Threshold is met the percentages below will apply to all countries in the Territory. Yandex shall provide Opera with the relevant reporting tools to monitor and verify the calculation of the queries. The parties agree to work in good faith to resolve any discrepancies in the Parties' calculation of the queries.

	Percentage of Revenue to be paid to Opera each calendar quarter			
Date	*Base revenue share*	*Total queries< [***] of Desktop Threshold*	*Total queries>[***] of the Desktop Threshold*	*Total queries >[***] of the Desktop Threshold*
2016	[***]	[***]	[***]	[***]
January 1, 2017 -March 1, 2018	[***]	[***]	[***]	[***]
March 1, 2018 -	[***]	[***]	[***]	[***]

4.1.2 Mobile Revenue share

The percentage of Revenue paid Lo Opera each calendar quarter for Mobile products as specified in the table below shall be linked to the quarterly total query volume in Russia against a baseline threshold. For purposes of this Agreement, the baseline threshold for the specified periods below shall be [***] queries per quarter ("**Mobile Threshold**"). The Mobile Threshold will be calculated based on queries in Russia only (not any other countries in the Territory), excluding any fraudulent and robotic traffic by standard Yandex filtering mechanics. For the avoidance of doubt, if the Mobile Threshold is met the percentages below will apply to all countries in the Territory. Yandex shall provide Opera with the relevant reporting tools to monitor and verify the calculation of the queries. The parties agree to work in good faith to resolve any discrepancies in the Parties' calculation of the queries.

	Percentage of Revenue to be paid to Opera each calendar quarter		
Date	*Base revenue share*	*Total queries in Russia* [***] *of the Mobile Threshold*	*Total queries in Russia* [***] *of the Mobile Threshold*
July 1, 2016	[***]	[***]	[***]

3. FUNCTIONALITY IMPLEMENTATIONS FOR YANDEX

The Parties agree to add the following section to the Agreement:

"**2A FORMALIZATION OF CERTAIN FUNCTIONALITY FOR YANDEX TO FULFILL THE PARTIES INTENTIONS IN SECTION 2.1.8 OF THE AGREEMENT**

For purposes of this section 2A, the term "Territory" means [***]

2A.1 Functionality Implementation for Yandex in the Opera Mobile Browser on the Android platform Opera Mini Browser and Opera Desktop Browser.

With reference to clause 2.1.8 of the Agreement, the parties have agreed to this section 2A.1 in order to formalize the Parties' discussion and conclusions during Q1 and Q2 2016 to work together to reprioritize Opera's development plans for versions of Opera Mobile for Android, Opera Mini and Opera Desktop.

For each Future Opera Product, Opera shall use commercially reasonable efforts to use the same or similar implementations of the Yandex Product as described in (i) Sections 2A.1.1 for any future Opera Product developed, distributed or made available for mobile devices; and (ii) Section 2A.2.1 for any Future Opera Product developed, distributed or made available for desktop devices. Notwithstanding the foregoing, Yandex acknowledges and understands that Future Opera Products are subject to changes in Opera's product development plans, and such implementations cannot be guaranteed. Opera and Yandex shall work together in good faith to discuss how to solve any negative impacts of such development in such Opera Products.

2A.1.1 The Opera Mobile Browser on the Android platform and the Opera Mini Browse distributed in the Territory from websites controlled by Opera, and/or it contractors in the Territory in the Russian, English or other local language of the Territory, will include the following functionality customized for Yandex:

a. [***]

b. [***]

c. [***]

d. [***]

2A.1.2 Yandex agrees to pay an Integration Fee for the functionality customized for Yandex as described in 2A.1.1. The Integration Fee is a one-time lump sum fee of [***] ([***] US dollars) that shall become due upon the completion of the functionality modifications made for Yandex as listed in 2A.1.1 with a payment date within 60 days after Opera's invoices and Act of acceptance, which shall be issued upon completion of all the listed functionalities.

2A.1.3 The above functionalities in 2A.1.1 c) and d) which have not already been complete shall be done no later than October, 1 2016. Any future adjustments should be agreed between Parties in advance.

2A.2 Functional it Implementation for Yandex in the Opera Desktop Browser

2A.2.1 The Opera Desktop Browser distributed in the Territory from websites controlled by Opera, and/or its contractors in the Territory in the Russian, English or other local language of the Territory, will include the following functionality customized for Yandex:

a. [***]

b. [***]

c. [***]

2A.2.2 Yandex agrees to pay an Integration Fee. for the functionality customized made for Yandex as described in 2A.2.1 The Integration Fee is a one-time lump sum fee of [***] ([***] US dollars) that shall become due upon the completion of the functionality modifications made for Yandex as listed in 2A.2.1 with a payment date within 60 days after Opera's invoices and Act of acceptance, which shall be issued upon completion of all the listed functionalities.

2A.2.3 The above functionality outlined in 2A.2.1 c) which has not already been completed shall be done no later than October, 1 2016. Any future adjustments should be agreed between Parties in advance."

4. APPLICABLE PROVISIONS

All provisions of the Agreement shall continue in full force and effect unless modified by this Addendum No 5. All terms defined in the Agreement shall have the same meaning when used herein as given therein. In case of conflict between the Agreement and Addendum No 5, the latter shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No 5:

OPERA SOFTWARE ASA:	YANDEX LLC:
/s/ Joakim Kasbohm	/s/ llya Karpu Khin
Name: Joakim Kasbohm	Name: llya Karpu Khin
Title: VP Global FP&A	Title: Head of Desktop Distribution
Date:	Date:

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Opera Limited (formerly Kunhoo Software LLC):

We consent to the use of our report dated May 8, 2018 with respect to the consolidated statements of financial position of Kunhoo Software LLC and subsidiaries as of December 31, 2017 and 2016 (Successor), and the related consolidated statements of operations, total comprehensive income (loss), changes in equity, and cash flows for the year ended December 31, 2017 (Successor) and for the period from July 26, 2016 to December 31, 2016 (Successor), and for the period from January 1, 2016 to November 3, 2016 (Predecessor), and the related notes, included herein and to the reference to our firm under the heading "Experts" in the prospectus.

Our report contains an emphasis of matter paragraph that states the Predecessor financial statements have been prepared on a carve-out basis.

/s/ KPMG AS

Oslo, Norway

July 23, 2018

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Opera Limited:

We consent to the use of our report dated June 29, 2018, with respect to the statement of financial position of Opera Limited as of March 31, 2018 included herein and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG AS

Oslo, Norway

July 23, 2018

Exhibit 99.2

WIKBORG | REIN

July 23, 2018

By Email

Opera Limited

Maples Corporate Services Limited,
PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

LEGAL OPINION

Dear Sirs

RE: Offering of American Depositary Shares Representing Ordinary Shares of Opera Limited

We are qualified lawyers of the Kingdom of Norway ("Norway") and, as such, are qualified to issue this opinion on the laws and regulations of Norway.

1 PURPOSE

We act as the Norwegian Counsel to Opera Limited (the "Issuer"), a company incorporated under the laws of the Cayman Islands, and this opinion is delivered to you solely for your benefit in connection with (i) the proposed initial public offering (the "Offering") of American depositary shares (the "ADSs"), each ADS representing two ordinary shares of the Issuer, by the Issuer as set forth in the Issuer's registration statement on Form F-1, including all amendments or supplements thereto (the "Registration Statement"), filed by the Issuer with the U.S. Securities and Exchange Commission under the U.S. Securities Act of 1933, as amended, in relation to the Offering, and (ii) the Issuer's proposed listing of the ADSs on the NASDAQ.

2 DEFINITIONS

As used in this opinion:

"Norwegian laws" means all laws, regulations, statutes, orders, decrees, guidelines, notices, circulars, notifications, judicial interpretations and subordinate legislations of Norway currently in effect.

3 SCOPE OF OPINION

3.1 We express no opinion on the laws of any jurisdiction other than Norway. This Letter and the opinions set out hereunder is to be governed by and construed in accordance with the laws of Norway and is given on the basis of the current laws in Norway.

3.2 This Letter is being addressed to the Company in relation to the Listing at their request subject to the condition that nothing in this Letter shall be seen in any way as giving rise to a solicitor-client relationship between ourselves and any other party and upon which they may act (other than the Company and the Operating Company).

3.3 This Letter may only be relied upon by the Company but may be: (i) provided to the extent required by law or regulation, to the relevant governmental or regulatory authorities; (ii) shared with the respective affiliates and legal advisors of the Company; and (iii) extracted and referred in the documents related to the Listing, including but not limited to any document that may be posted publicly ("**Public Documents**") provided that, in each case, that this opinion shall not be relied upon by any recipient of this Letter other than the Company. This Letter may not, without our prior written consent, be relied on by any other person or for any other purpose.

3.4 To the extent permitted by applicable law and regulation, the Company may rely on this opinion only on condition that any recourse to us in respect of the matters addressed in this opinion is against the firm's assets only and not against the personal assets of any individual partner. The firm's assets for this purpose consist of all assets of the firm's business, including any right of indemnity of the firm or its partners under the firm's professional indemnity insurance policies, but exclude any right to seek contribution or indemnity from or against any partner of the firm or person working for the firm or similar right. Our aggregate liability under this legal opinion shall in no event exceed the total net fee in connection with the Listing. We accept no liability in respect of this opinion to any person other than the addressees. This opinion is governed by our standard terms of business, attached hereto.

3.5 The opinions given herein are as of the date hereof, and we assume no obligation to update or supplement this Letter to reflect any facts or circumstances which may hereafter come to our attention or to any changes in law which may occur.

3.6 We express no opinion on the laws of any jurisdiction other than Norway. We have made no investigation of the laws of any other jurisdiction as a basis for this opinion and do not purport to express or imply any opinion thereon. No opinion is expressed as to matters of fact or commercial matters.

4 OPINION

Based on the foregoing and subject to the qualifications set out herein, our views follow below:

All statements set forth in the Registration Statement under the captions "Enforceability of Civil Liabilities", "Business" and "Taxation", in each case insofar as such statements describe or summarize Norwegian Laws or proceedings referred to therein, are true and accurate in all material respects, and fairly present and summarize in all material respects the Norwegian Laws or proceedings referred to therein, and nothing has been omitted from such statements which would make the same misleading in any material respects. The disclosures containing our opinions in the Registration Statement under the captions "Enforceability of Civil Liabilities", "Business" and "Taxation" constitute our opinions.

* * * *

We hereby consent to the use of this opinion in, and the filing hereof as an exhibit to, the Registration Statement, and to the references to our name in such Registration Statement. 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 U.S. Securities Act of 1933, as amended, or the rules and regulations of the U.S. Securities and Exchange Commission thereunder.

Yours faithfully,

Wikborg Rein Advokatfirma AS

Appendix: Standard terms of business