

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

**FORM 8-K**

**CURRENT REPORT PURSUANT TO  
SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): February 6, 2005

**SOHU.COM INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**0-30961**  
(Commission File Number)

**98-0204667**  
(I.R.S. Employer  
Identification No.)

**Level 12, Vision International Center  
No. 1 Unit Zhongguancun East Road, Haidian District  
Beijing 100084  
People's Republic of China  
(011) 8610-6272-6666**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Items 1.01 and 1.02 Entry into a Material Definitive Agreement and Termination of a Material Definitive Agreement.

On November 18, 2004, we announced that Victor Koo, our President and Chief Operating Officer, would resign from the company effective March 31, 2005 to pursue entrepreneurial business opportunities. In connection with the resignation, on February 6, 2005, we entered into a resignation letter agreement with Mr. Koo after our Board of Directors approved the agreement. The agreement, which is filed herewith as Exhibit 10.1 and is incorporated herein by reference, provides for the following:

- Except for certain specified provisions, Mr. Koo's January 2003 employment agreement with us will terminate on March 31, 2005;
- Mr. Koo will serve as a part-time consultant (on strategic and major partnership matters) to us from April 1, 2005 until September 1, 2005 for an aggregate of \$68,000 in fees;
- Mr. Koo agrees not to compete with us or solicit any of our employees until the end of the consulting period. These provisions replace the non-competition and non-solicitation provisions of Mr. Koo's confidentiality, non-competition and non-solicitation agreement with us, but the remaining provisions of that agreement remain in effect;
- Mr. Koo's health benefits and life insurance will be continued through December 31, 2005;
- Mr. Koo will continue to receive his base annual salary and housing allowance, as provided in his employment agreement, through September 30, 2005;
- Mr. Koo's options will continue to vest through September 30, 2005 in accordance with the applicable vesting schedules and his options, to the extent vested, will be exercisable until March 31, 2006; and
- Mr. Koo will receive a bonus for the period from January 1, 2005 through March 31, 2005, pro-rated for such period, to the extent of any bonus that he would have received for the entire 2005 fiscal year.

Item 9.01. Financial Statements and Exhibits

(c) Exhibits.

10.1 Resignation letter agreement between Sohu.com Inc. and Victor Koo

SIGNATURES

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

DATED: February 8, 2005

SOHU.COM INC.

By: /s/ Carol Yu

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Carol Yu  
Chief Financial Officer

As of November 15, 2004

Charles Zhang  
Chairman of the Board  
Sohu.com Inc.  
15F Bright China Chang An Building  
Beijing China

Dear Charles,

Please accept my formal resignation as follows:

a) Effective at the close of business on March 31, 2005 (the "Effective Date"), subject to the acceptance of my resignation by the Board of Directors of Sohu.com Inc. ("SOHU"), I hereby resign from all officer, manager and director positions I hold in SOHU and all affiliated and related entities (collectively with SOHU, the "Sohu Group"). Beginning at that time I will cease having any rights to use any titles in such entities or with respect to any of the businesses operated by the Sohu Group.

b) Commencing on April 1, 2005 and ending September 30, 2005 (the "Consulting Period"), I will serve as a part-time consultant to SOHU reporting to Charles Zhang. My consulting fees shall be \$68,000 (gross) in total, which shall be paid on a monthly basis at the rate of \$11,333 (gross) per month. The scope of my consulting services will be limited to strategic and major partnership matters. During the consulting period, I will be free to seek full-time employment or to serve as a board director or to provide consulting services to other entities, provided that I will devote such hours to my consulting duties for SOHU as reasonably requested by SOHU.

c) I agree that, for a period of one year after the end of the Consulting Period (the "Non-compete Period"), I will not, on my own behalf, or as owner, manager, stockholder, consultant, director, officer or employee of or in any other manner connected with any business entity, participate or be involved with any Competitor without the prior written authorization of SOHU. "Competitor" means any horizontal portal business of the type and character of business in which SOHU engages and may include, without limitation, an individual, company, enterprise, partnership enterprise, government office, committee, social organization or other organization that produces, distributes or provides the same or substantially similar kind of product or service to any product or service provided by SOHU and includes, without limitation, Sina, Yahoo, Tom and Netease. SOHU and I agree that this paragraph and the paragraph below will replace Section 1 and Section 2 of the Employee Non-Competition, Non-Solicitation, Confidential Information and Work Product Agreement (the "Employee Obligations Agreement") I entered into with SOHU, but that all other provisions of the Employee Obligations Agreement will survive the termination of my employment in accordance with its terms.

d) I hereby agree that, after the termination of my employment and during the Non-compete Period, I will not, directly or indirectly, by any means, cause other employees at SOHU to resign, or employ other employees at SOHU to serve for me or other entities.

e) SOHU agrees that my health insurance benefits and life insurance at the same level as is described in Section 4(b) and Section 4(c) of the Employment Agreement (the "Employment Agreement"), effective as of January 1, 2003, between SOHU and me will be continued through December 31, 2005.

f) SOHU agrees that I will continue to receive through September 30, 2005 the base annual salary provided in Section 3(a) of the Employment Agreement and the housing allowance provided in Section 4(d) of the Employment Agreement.

g) SOHU agrees that, notwithstanding anything to the contrary in Sohu's 2000 Stock Incentive Plan ("Incentive Plan") or the applicable agreements and certificates, my options to purchase common stock of SOHU will continue to vest through September 30, 2005 in accordance with the vesting schedules provided in the applicable agreements and, to the extent vested, will be exercisable by me through March 31, 2006 in accordance with the Incentive Plan.

h) SOHU agrees that I will receive a bonus for the period from January 1, 2005 through March 31, 2005 pro-rated for such period, to the extent of any bonus that I would have received for the entire 2005 year.

i) Except for Section 6(f), Section 7(c) and Sections 8, 9, 10, 11 and 12 of the Employment Agreement, which will survive indefinitely, SOHU and I hereby agree that the Employment Agreement will be terminated effective as of the Effective Date.

j) I hereby agree, on my own behalf, and on behalf of my heirs, successors and assigns, that the terms of this letter agreement will be in complete and final settlement of any and all claims, rights, interests, demands, compensation and damages ("Claims"), whether known or unknown, of every name and nature, both in law and equity, I have or may have, or have ever had from the beginning of the world to this date, against any member of the Sohu Group, or any director, officer, employee, independent contractor, consultant, stockholder, manager, member, partner, trustee, beneficiary or agent of any of the foregoing through the date hereof, in any way relating to or arising out of my employment with SOHU, and the termination of such employment. This release does not release SOHU from any of its obligations under this letter agreement.

k) In exchange for my promises and agreements contained herein, and subject in all events to the effectiveness of this letter agreement, SOHU agrees that the terms of this letter agreement will be in complete and final settlement of any and all Claims, whether known or unknown, of every name and nature, both in law and equity, it has or may have, or has ever had from the beginning of the world to this date, against me through the date it has signed this letter agreement, in any way related to or arising out of my employment with SOHU and the termination of such employment. This release does not release me from, or waive any of the rights of SOHU or any other member of the Sohu Group with respect to, (i) any of my obligations under this letter agreement or (ii) any act or omission that constitutes gross negligence, intentional misconduct, fraud, bad faith or a knowing material violation of law.

1) I understand and acknowledge that this letter agreement is subject to approval of SOHU's Board of Directors, and will have no force or effect until so approved.

Very truly yours,

/s/ Victor Koo

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Victor Koo

Accepted and agreed to:

By: /s/ Charles Zhang

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Charles Zhang  
Sohu.com Inc.  
Chairman of the Board and Chief Executive Officer