
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): August 23, 2007

INTAC INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or Other jurisdiction of Incorporation)

000-32621
(Commission File Number)

98-0336945
(IRS Employer Identification No.)

Unit 6-7, 32/F., Laws Commercial Plaza
788 Cheung Sha Wan Road
Kowloon, Hong Kong
(Address of principal executive offices, including zip code)

011 (852) 2385-8789
(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:

- Written communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. Entry into a Material Definitive Agreement.

Second Amendment to Agreement and Plan of Merger

On August 23, 2007, INTAC International, Inc. (“INTAC”), HowStuffWorks, Inc., a Delaware corporation (“HSW”), HSW International, Inc., a Delaware corporation (“Parent”) and HSW International Merger Corporation, a Nevada corporation and a wholly owned subsidiary of Parent (“Merger Sub”) entered into a Second Amendment to Agreement and Plan of Merger (the “Amendment to Merger Agreement”), amending the provisions of the Agreement and Plan of Merger dated April 20, 2006 among INTAC, HSW, Parent and the Merger Sub, as amended pursuant to the First Amendment to Agreement and Plan of Merger dated January 29, 2007 (the “Merger Agreement”). Pursuant to the Merger Agreement, as amended, and upon the terms and subject to the conditions set forth therein, the Merger Sub will merge with and into INTAC, with INTAC continuing as the surviving corporation (the “Merger”). As a result of the Merger, (i) INTAC will become a wholly owned subsidiary of Parent, and (ii) each outstanding share of INTAC’s common stock, par value \$0.001 per share (“INTAC Common Stock”) will be converted into the right to receive one share of Parent’s common stock, par value \$0.001 per share (“Parent Common Stock”). The closing of the Merger is subject to customary closing conditions.

The Amendment to Merger Agreement modifies the Merger Agreement to reflect, among other things, the extension of the date following which the parties to the merger agreement may terminate if closing has not occurred from August 31, 2007 to October 31, 2007.

Concurrently with the execution and delivery of the Amendment to Merger Agreement, the following amendments to the stock purchase agreements pursuant to which various institutional investors have agreed to purchase \$22.5 million of Parent Common Stock were executed to extend the date following which those agreements may be terminated if the conditions to closing of those agreements, which include the closing of the merger, have not been satisfied from August 31, 2007 to October 31, 2007:

- the First Amendment to Stock Purchase Agreement among Parent and American Funds Insurance Series - Global Small Capitalization Fund, SMALLCAP World Fund, Inc., Chilton Investment Partners, L.P., Chilton QP Investment Partners, L.P., Chilton International, L.P., Chilton New Era Partners, L.P., Chilton New Era International, L.P., Chilton Small Cap Partners, L.P., Chilton Small Cap International, L.P. and Zeke, LP dated August 23, 2007, amending that certain Stock Purchase Agreement between them dated as of January 29, 2007;
- the First Amendment to Stock Purchase Agreement between Parent and Ashford Capital dated August 23, 2007, amending that certain Stock Purchase Agreement between them dated as of January 29, 2007; and
- the First Amendment to Stock Purchase Agreement between Parent and Harvest 2004, LLC dated August 23, 2007, amending that certain Stock Purchase Agreement between them dated as of January 29, 2007.

First Amendment to Share Purchase Agreement

On August 23, 2007, INTAC, INTAC International Holdings Limited (“INTAC Holdings”), a Hong Kong corporation and wholly owned subsidiary of INTAC, INTAC (Tianjin) International Trading Company, a wholly owned subsidiary of INTAC Holdings incorporated under the laws of the People’s Republic of China (“INTAC Trading”), CyberProof Investments Ltd. (“Cyber”), a British Virgin Islands corporation wholly owned by Wei Zhou, the majority stockholder of INTAC (the “Majority Stockholder”) and the Majority Stockholder entered into the First Amendment to Share Purchase Agreement (the “Amendment to Share Purchase Agreement”), amending the Share Purchase Agreement (the “Share Purchase Agreement”) previously entered into among INTAC, INTAC Holdings, INTAC Trading, Cyber and Wei Zhou on January 29, 2007. Pursuant to the Share Purchase Agreement, as amended, and upon the terms and subject to the conditions set forth therein, INTAC Holdings has agreed to sell all the issued and outstanding shares of Global Creative International Limited, INTAC Telecommunications Limited, INTAC

Deutschland GmbH and FUTAC Group Limited (collectively, the "Distribution Companies"), each a wholly owned subsidiary of INTAC Holdings, to Cyber. The distribution/telecommunication segment of INTAC's business, which consists of the distribution of wireless handset products and the sale of prepaid calling cards, is conducted in whole by the Distribution Companies. In addition, INTAC Trading has agreed to transfer its rights and control with respect to Beijing INTAC Meidi Technology Development Co., Ltd. ("Meidi Technology") to Cyber. In exchange, the Majority Stockholder shall transfer 3,000,000 shares of INTAC Common Stock to INTAC Holdings ("Share Purchase").

The Amendment to Share Purchase Agreement extends the date upon which the parties may terminate if the Share Purchase has not been completed from August 31, 2007 to October 31, 2007.

The foregoing descriptions of the Amendment to Merger Agreement and the Amendment to Share Purchase Agreement are qualified in their entirety by reference to the full text of the Amendment to Merger Agreement and the Amendment to Share Purchase Agreement. The Amendment to Merger Agreement and the Amendment to Share Purchase Agreement have been included to provide investors and stockholders with information regarding their terms. A copy of the Amendment to Merger Agreement is attached hereto as Exhibit 2.1 and is incorporated herein by reference. A copy of the Amendment to Share Purchase Agreement is attached hereto as Exhibit 2.2 and is incorporated herein by reference.

ADDITIONAL INFORMATION RELATING TO THE MERGER AND WHERE TO FIND IT

This document may be deemed to be solicitation material in respect of the proposed business combination of INTAC and Parent, but is not a substitute for the proxy statement/prospectus filed by Parent with the Securities and Exchange Commission ("SEC") in connection with the proposed transaction.

INVESTORS AND STOCKHOLDERS OF INTAC ARE URGED TO READ SUCH PROXY STATEMENT/PROSPECTUS AND ANY OTHER SUCH DOCUMENTS, WHEN AVAILABLE, WHICH WOULD CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. The proxy statement/prospectus, and other documents filed or to be filed by INTAC and Parent with the SEC are or will be, available free of charge at the SEC's website at www.sec.gov, or from INTAC by directing a request to: J. David Damell, Senior Vice President and Chief Financial Officer of INTAC International, Inc. at 469-916-9891 or david.damell@intac-asia.com. Investors and security holders are urged to read the proxy statement, prospectus and other relevant material if and when they become available before making any investment decisions with respect to the Merger.

INTAC is not currently engaged in a solicitation of proxies from the stockholders of INTAC or Parent in connection with the proposed business combination between INTAC and Parent. If a proxy solicitation commences, INTAC, Parent and their respective directors, executive officers and other employees may be deemed to be participants in such solicitation. Information about INTAC's directors and executive officers is available in INTAC's proxy statement, dated January 30, 2006, for its 2006 annual meeting of stockholders. Additional information about the interests of potential participants will be included in the proxy statement/prospectus INTAC would file with the SEC at an appropriate time.

ITEM 8.01. Other Events.

On August 23, 2007, INTAC and HSW International, Inc. issued a joint press release announcing the scheduling of a closing date for the Merger of October 1, 2007.

The full text of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed herewith:

Exhibit No.	Description
2.1	Second Amendment to Agreement and Plan of Merger, dated August 23, 2007 among INTAC International, Inc., HowStuffWorks, Inc., HSW International, Inc. and HSW International Merger Corporation.
2.2	First Amendment to Share Purchase Agreement, dated August 23, 2007, among INTAC International, Inc., INTAC International Holdings Limited, INTAC (Tianjin) International Trading Company, Cyber Proof Investments Ltd. and Wei Zhou.
99.1	Press Release dated August 23, 2007.

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.

INTAC INTERNATIONAL, INC.

By: /s/ J. David Damell

Name: J. David Damell

Title: Senior Vice President and Chief Financial Officer

Dated: August 23, 2007

EXHIBIT INDEX

Exhibit No.	Description
2.1	Second Amendment to Agreement and Plan of Merger, dated August 23, 2007, among INTAC International, Inc., HowStuffWorks, Inc., HSW International, Inc. and HSW International Merger Corporation.
2.2	First Amendment to Share Purchase Agreement, dated August 23, 2007, among INTAC International, Inc., INTAC International Holdings Limited, INTAC (Tianjin) International Trading Company, Cyber Proof Investments Ltd. and Wei Zhou.
99.1	Press Release dated August 23, 2007.

SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS SECOND AMENDMENT TO AGREEMENT AND PLAN OF MERGER is entered into as of this day of August, 2007 (this "Amendment"), by and among **INTAC INTERNATIONAL, INC.**, a Nevada corporation ("Company"), **HOWSTUFFWORKS, INC.**, a Delaware corporation ("HSW"), **HSW INTERNATIONAL, INC.**, a Delaware corporation and a wholly owned subsidiary of HSW ("Parent"), and **HSW INTERNATIONAL MERGER CORPORATION**, a Nevada corporation and a wholly owned subsidiary of Parent ("Merger Sub").

Background

A. The parties have entered into that certain Agreement and Plan of Merger dated as of April 20, 2006, as amended by that First Amendment to Agreement and Plan of Merger dated as of January 29, 2007 (the "Merger Agreement"), pursuant to which, among other things, the parties have agreed to effect the Contribution, the Merger and the Transaction, subject to the terms and conditions thereunder.

B. The parties desire to amend the Merger Agreement as set forth herein. The Board of Directors of each of the parties hereto has approved this Amendment.

C. Company, Intac International Holdings Limited, a Hong Kong corporation, Cyber Proof Investments Ltd., a British Virgin Islands corporation, and Wei Zhou have entered into a First Amendment to Share Purchase Agreement, dated as of the date hereof and attached hereto as Exhibit A (the "Amendment to Distribution Share Purchase Agreement"), amending that certain Share Purchase Agreement among them dated as of January 29, 2007.

D. Parent and American Funds Insurance Series - Global Small Capitalization Fund, SMALLCAP World Fund, Inc., Chilton Investment Partners, L.P., Chilton QP Investment Partners, L.P., Chilton International, L.P., Chilton New Era Partners, L.P., Chilton New Era International, L.P., Chilton Small Cap Partners, L.P., Chilton Small Cap International, L.P. and Zeke, LP have entered into a First Amendment to Stock Purchase Agreement, dated as of the date hereof and attached hereto as Exhibit B (the "Amendment to Stock Purchase Agreement"), amending that certain Stock Purchase Agreement between them dated as of January 29, 2007.

E. Parent and Ashford Capital have entered into a First Amendment to Stock Purchase Agreement, dated as of the date hereof and attached hereto as Exhibit C (the "Amendment to Ashford Purchase Agreement"), amending that certain Stock Purchase Agreement between them dated as of January 29, 2007.

F. Parent and Harvest 2004, LLC have entered into a First Amendment to Stock Purchase Agreement, dated as of the date hereof and attached hereto as Exhibit D (the "Amendment to Harvest Purchase Agreement"), amending that certain Stock Purchase Agreement between them dated as of January 29, 2007.

Agreement

NOW THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Stock Purchase Agreements.**

- (a) Recital G of the Merger Agreement is hereby amended to delete the reference to the word “six” and to substitute the word “seven” in lieu thereof.
- (b) Exhibit C-1 to the Merger Agreement is hereby amended to include the Amendment to Stock Purchase Agreement attached hereto as Exhibit B.
- (c) Exhibit C-3 to the Merger Agreement is hereby amended to include the Amendment to Ashford Purchase Agreement attached hereto as Exhibit C.
- (d) Exhibit C-7 to the Merger Agreement is hereby amended to include the Amendment to Harvest Purchase Agreement attached hereto as Exhibit D.
- (e) Any and all references in the Merger Agreement to the Purchase Agreements shall be deemed to be references to the Purchase Agreements attached as Exhibit C-1, Exhibit C-2, Exhibit C-3, Exhibit C-4, Exhibit C-5, Exhibit C-6 and Exhibit C-7 to the Merger Agreement as hereby amended.

2. **Termination Date.** The reference to “August 31, 2007” in Section 9.1(b) of the Merger Agreement is hereby deleted and a reference to “October 31, 2007” shall be substituted in lieu thereof.

3. **Distribution Share Purchase Agreement.**

- (a) Exhibit N to the Merger Agreement is hereby amended to include the Amendment to Distribution Share Purchase Agreement attached hereto as Exhibit A.
- (b) Any and all references in the Merger Agreement to the Distribution Share Purchase Agreement shall be deemed to be references to the Distribution Share Purchase Agreement attached as Exhibit N to the Merger Agreement as hereby amended.

4. **Board Approval.** Each of the parties hereto represents and warrants that its Board of Directors has approved this Amendment.

5. **Definitions.** Any capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Merger Agreement.

6. **Controlling Effect; Full Force.** The parties acknowledge and agree that to the extent that the terms of this Amendment are in conflict with the terms of the Merger Agreement, this Amendment shall control. Except as modified by this Amendment, all of the terms and conditions of the Merger Agreement shall remain in full force and effect.

7. **Assignments.** Neither this Amendment nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties (and any assignment otherwise shall be void).

8. **No Third Party Beneficiary.** This Amendment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Amendment.

9. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

10. **Severability.** If any term or other provision hereof is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions hereof shall nevertheless remain in full force and effect provided that the economics or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon determination by a court of competent jurisdiction that any term or other provision hereof is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

11. **Counterparts.** This Amendment may be executed in two or more counterparts, including by facsimile, each of which shall be deemed an original but all of which taken together shall constitute a single agreement.

12. **Governing Law.** Except to the extent that the Nevada Merger Statutes are mandatorily applicable to the Merger or to the rights of the Company Stockholders or the parties hereto with respect to the Transaction, this Amendment shall be governed in all respects by the laws of the State of New York applicable to contracts executed in and to be performed in that State (without giving effect to the provisions thereof relating to conflicts of law).

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed and delivered by their respective duly authorized officers as of the date first written above.

INTAC INTERNATIONAL, INC.,
a Nevada corporation

By: /s/ J. David Darnell
Title: Senior VP and CFO

HOWSTUFFWORKS, INC.,
a Delaware corporation

By: /s/ Bradley T. Zimmer
Title: Assistant Secretary

HSW INTERNATIONAL, INC.,
a Delaware corporation

By: /s/ Bradley T. Zimmer
Title: Secretary

HSW INTERNATIONAL MERGER CORPORATION,
a Nevada corporation

By: /s/ Bradley T. Zimmer
Title: Secretary

EXHIBIT A

AMENDMENT TO DISTRIBUTION SHARE PURCHASE AGREEMENT

(Amendment to Exhibit N to Merger Agreement)

EXHIBIT B

AMENDMENT TO STOCK PURCHASE AGREEMENT

(Amendment to Exhibit C-1 to Merger Agreement)

EXHIBIT C

AMENDMENT TO ASHFORD PURCHASE AGREEMENT

(Amendment to Exhibit C-3 to Merger Agreement)

EXHIBIT D

AMENDMENT TO HARVEST PURCHASE AGREEMENT

(Amendment to Exhibit C-7 to Merger Agreement)

FIRST AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO SHARE PURCHASE AGREEMENT is entered into as of this day of August, 2007 (this “Amendment”), by and among INTAC INTERNATIONAL, INC., a Nevada corporation (“Seller Parent”), INTAC International Holdings Limited, a Hong Kong corporation (the “Seller”), Intac (Tianjin) International Trading Company, a wholly owned subsidiary of Seller incorporated under the laws of the People’s Republic of China (“Intac Trading”), Cyber Proof Investments Ltd., a British Virgin Islands corporation (the “Purchaser”) and Wei Zhou, a national of the Federal Republic of Germany and sole shareholder of Purchaser (“Purchaser Shareholder”)

Background

A. The parties have entered into that certain Share Purchase Agreement dated as of January 29, 2007 (the “Purchase Agreement”) pursuant to which, among other things, the Seller Parent and Seller have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Seller Parent and Seller, the Shares (other than the legal interest in the Trust Shares held by Purchaser Shareholder) and, subject to certain contingencies, the Seller Parent, Seller and Intac Trading have agreed to transfer Meidi Tech Control to the Purchaser, and the Purchaser has agreed to acquire such Meidi Tech Control, all upon and subject to the terms and conditions thereunder.

B. The parties desire to amend the Purchase Agreement as set forth herein.

Agreement

NOW THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Termination Date.**

(a) The reference to “August 31, 2007” in the first sentence of Section 5.03(b) of the Purchase Agreement is hereby deleted and a reference to “October 31, 2007” shall be substituted in lieu thereof.

(b) The reference to “August 31, 2007” in Section 8.01(a) of the Purchase Agreement is hereby deleted and a reference to “October 31, 2007” shall be substituted in lieu thereof.

2. **Definitions.** Any capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

3. **Controlling Effect; Full Force.** The parties acknowledge and agree that to the extent that the terms of this Amendment are in conflict with the terms of the Purchase Agreement, this Amendment shall control. Except as modified by this Amendment, all of the terms and conditions of the Purchase Agreement shall remain in full force and effect.

4. **Assignments.** Neither this Amendment nor any of the rights, interests or obligations hereunder may be assigned by operation of law or otherwise without the express written consent of the parties hereto; provided, however, Seller Parent, Seller and Intac Trading may assign this Amendment to any of their Affiliates without the consent of Purchaser or Purchaser Shareholder.

5. **No Third Party Beneficiary.** This Amendment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Amendment.

6. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties hereto with respect to the subject matter hereof.

7. **Counterparts.** This Amendment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

8. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York, as applied to contracts made and performed within the State of New York. All Actions arising out of or relating to this Amendment shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of The City of New York for the purpose of any Action arising out of or relating to this Amendment brought by any party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Amendment or the transactions contemplated by this Amendment may not be enforced in or by any of the above-named courts.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed and delivered by their respective duly authorized officers as of the date first written above.

INTAC INTERNATIONAL, INC.

By: /s/ J. David Damell
Name: J. David Damell
Title: Senior VP and CFO

INTAC INTERNATIONAL HOLDINGS LIMITED

By: /s/ Hans Schuld
Name: Hans Schuld
Title: Director

**INTAC (TIANJIN) INTERNATIONAL
TRADING COMPANY**

By: /s/ Jingchen Zhou
Name: Jingchen Zhou
Title: General Manager

CYBER PROOF INVESTMENTS LTD.

By: /s/ Wei Zhou
Name: Wei Zhou
Title: Director

/s/ Wei Zhou
WEI ZHOU

MERGER OF INTAC INTERNATIONAL AND HSW INTERNATIONAL SCHEDULED TO CLOSE ON OCTOBER 1;

TRANSACTION INCLUDES PREVIOUSLY ANNOUNCED ADDITIONAL EQUITY FINANCING OF APPROXIMATELY \$50 MILLION

HONG KONG, August 23, 2007 — INTAC International, Inc. (Nasdaq: INTN; FSE: WKN 805768) (“INTAC”), an emerging provider of educational and career development services and software for educational institutions and a distributor of wireless handset products in China, announced today that October 1, 2007, the first day of INTAC’s new fiscal year, has been scheduled as the closing date for its previously announced merger with HSW Merger Corporation, a wholly owned subsidiary of HSW International, Inc. This closing date will allow the merged company to take advantage of certain restructuring benefits.

The U.S. based institutional investors providing \$22.5 million of the approximately \$50 million of additional equity as part of the merger plan have agreed to extend the date to close in their stock purchase agreements to October 31, 2007 to allow the closing to occur on October 1, 2007. The agreements of the European institutional investors providing the remaining portion of the additional financing do not require extensions.

INTAC shareholders approved the merger on August 13, 2007. Details of the transactions are available in the proxy statement/prospectus filed with the Securities and Exchange Commission by HSW International, Inc. which is available at <http://www.sec.gov>.

About INTAC International, Inc.

INTAC International, Inc. is a leading provider of integrated educational and career development services as well as management software products for educational institutions in China. INTAC International is also engaged in the distribution of premium brand wireless handset products. INTAC is a Nevada corporation and is headquartered in Hong Kong.

Forward-Looking Statements

This press release contains “forward-looking statements,” including, among other statements, statements regarding the proposed business combination between INTAC and HSW International, Inc. and the proposed sale of INTAC’s wireless distribution business. Statements made in the future tense, and words such as “anticipate”, “expect”, “project”, “believe”, “plan”, “estimate”, “intend”, “will”, “may” and similar expressions are intended to identify forward-looking statements. These statements are based on current expectations, but are subject to certain risks and uncertainties, many of which are difficult to predict and are beyond the control of INTAC. Relevant risks and uncertainties include those referenced in INTAC’s filings with the Securities and Exchange Commission

("SEC") (which can be obtained as described in "Additional Information" below), and include but are not limited to: general industry conditions and competition; economic conditions, such as interest rate and currency exchange rate fluctuations; technological advances and patents attained by competitors; challenges inherent in new product development, including obtaining regulatory approvals; governmental laws and regulations. Risks and uncertainties relating to the proposed business combination and/or the proposed sale of the wireless handset distribution business include but are not limited to: required regulatory approvals will not be obtained in a timely manner, if at all; the proposed transactions will not be consummated; the anticipated benefits of the proposed transactions will not be realized; and the integration of HSW International, Inc.'s operations with INTAC will be materially delayed or will be more costly or difficult than expected. These risks and uncertainties could cause actual results to differ materially from those expressed in or implied by the forward-looking statements, and therefore should be carefully considered. INTAC assumes no obligation to update any forward-looking statements as a result of new information or future events or developments.

Additional Information

This press release is not a substitute for the proxy statement/prospectus and any other documents filed or to be filed by INTAC and HSW International, Inc. with the SEC. Investors and stockholders are urged to read such proxy statement/prospectus and any other such documents which contain important information about the proposed transactions. The proxy statement/prospectus and other documents filed or to be filed by INTAC and HSW International, Inc. with the SEC are or will be available free of charge at the SEC's website (<http://www.sec.gov>) or from INTAC by directing a request to: J. David Damell, Senior Vice President and Chief Financial Officer of INTAC International at 469-916-9891 or david.damell@intac-asia.com.

INTAC, HSW International, Inc. and their respective directors, executive officers and other employees may be deemed to be participants in the solicitation of proxies from its stockholders in connection with the proposed merger and sale of the wireless handset distribution business. Information about INTAC's directors and executive officers is available in INTAC's proxy statement, dated February 15, 2006 for its 2006 annual meeting of stockholders. Additional information about the interests of potential participants is included in the proxy statement/prospectus filed or to be filed with the SEC.

For Further Investor Information:
J. David Damell
Senior Vice President & Chief Financial Officer
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