
SHARE PURCHASE AGREEMENT

dated

November 28, 2023

between

ALIBABA HEALTH INFORMATION TECHNOLOGY LIMITED

and

TAOBAO HOLDING LIMITED

relating to the sale and purchase

of

the entire share capital

of

AJK Technology Holding Limited

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SCHEDULE 1 DETAILS OF THE GROUP

SCHEDULE 2 LIMITATIONS ON CLAIMS

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SCHEDULE 4 PURCHASER'S SHARE CAPITAL

EXHIBIT A FORM OF APPLICATION FOR SHARES

EXHIBIT B EXECUTED EXCLUSIVE SERVICES FRAMEWORK AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made on November 28, 2023

BETWEEN

- (1) **ALIBABA HEALTH INFORMATION TECHNOLOGY LIMITED**, a company incorporated in Bermuda with limited liability whose registered office is at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda and principal place of business in Hong Kong is at 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the “**Purchaser**”); and
- (2) **TAOBAO HOLDING LIMITED**, a company incorporated under the laws of the Cayman Islands whose registered office is at the offices of Vistra (Cayman) Limited, P.O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands (the “**Vendor**”).

The Purchaser and the Vendor are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- (A) AJK Technology Holding Limited (the “**Company**”) is a company incorporated under the laws of the Cayman Islands whose registered office is at the offices of Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands. Further details of the Company are set out in Part A of Schedule 1 attached hereto.
- (B) The Company holds the entire issued share capital of the HK Subsidiary which in turn holds the entire issued share capital of the WFOE.
- (C) The Taobao and Tmall Group operates and manages its marketing business of the Taobao Platform and the Tmall Platform and collects the service fees therefrom through the Alimama Group as at the date of this Agreement.
- (D) The Vendor proposes to sell to the Purchaser, and the Purchaser proposes to purchase from the Vendor, the entire issued share capital of the Company upon the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 In this Agreement, the following expressions shall have the following meanings:

“**Affiliate**” means, (a) with respect to any Person that is an individual, his or her Immediate Family Members, and (b) with respect to any Person that is not an individual, any other Person that directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person; provided, however, that for purposes of this Agreement, the Vendor and its Affiliates (other than the Purchaser and its Controlled subsidiaries), on the one hand, and the Purchaser and its Controlled subsidiaries, on the other hand, shall not be deemed to be Affiliates of each other;

“**Agreement**” has the meaning ascribed to it in the Preamble;

“**Alibaba Holding**” means Alibaba Group Holding Limited, a company incorporated in the Cayman Islands;

“**Alibaba Holding Group**” means Alibaba Holding and its subsidiaries;

“**Alimama**” means Hangzhou Alimama Technology Co., Ltd. (杭州阿里妈妈网络技术有限公司), a limited liability company incorporated in the PRC and an indirect wholly-owned subsidiary of Alibaba Holding;

“**Alimama Group**” means Alimama and its subsidiaries;

“**Alimama Software**” means Hangzhou Alimama Software Services Co., Ltd. (杭州阿里妈妈软件服务有限公司), a limited liability company incorporated in the PRC and a wholly-owned subsidiary of Alimama;

“**Authorised Persons**” has the meaning ascribed to it in clause 15.1;

“**Bank Account**” means the bank account of the Vendor at The Hongkong and Shanghai Banking Corporation Limited; account name: TAobao HOLDING LIMITED; account number: 502381858838SAHKD; SWIFT code: HSBCHKHKKH (and/or such other account(s) as the Purchaser and the Vendor may agree in writing);

“**Business Day**” means any day (other than a Saturday or Sunday or public holiday) on which banks in Hong Kong, the PRC, Bermuda and Cayman Islands are generally open for business;

“**Cash Consideration**” has the meaning ascribed to it in clause 2.2.2;

“**Companies Ordinance**” means the Companies Ordinance, Chapter 622 of the Laws of Hong Kong;

“**Company**” has the meaning ascribed to it in the Preamble;

“**Company Shares**” means ordinary shares of par value US\$1.00 per share of the Company;

“**Completion**” means completion of the sale and purchase of the Sale Shares under this Agreement;

“**Completion Date**” means the date that is the Business Day immediately after the date on which the last of the Conditions Precedent is satisfied or waived;

“**Conditions Precedent**” means the conditions specified in clause 3.1;

“**Confidential Information**” has the meaning ascribed to it in clause 15.1;

“**Consideration Shares**” has the meaning ascribed to it in clause 2.2;

“**Control**” of a given Person means the power or authority, whether exercised or not,

to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person. The term “**Controlled**” shall be construed accordingly;

“**Encumbrance**” means any claim, charge, mortgage, security, lien, option, equity, power of sale, hypothecation or third party rights, retention of title, right of pre-emption, right of first refusal or security interest of any kind;

“**Environmental Laws**” means any and all supra-national, national, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licences, agreements or other governmental restrictions relating to the protection of the environment (including, without limitation, human, animal and plant life, ambient air, surface water, ground water, or land), the protection of property and proprietary rights or for the compensation of harm to the environment whether by clean-up, remediation, containment or other treatment or the payment of monies to any competent authority, and occupational or public health and safety;

“**Exclusive Marketing Materials Review Right**” has the meaning ascribed to it (独家营销审核权) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**Exclusive Services Framework Agreement**” means the Exclusive Services Framework Agreement entered into between the WFOE and Alimama Software on November 27, 2023 as set out in Exhibit B;

“**Exhibits**” means all exhibits to this Agreement and “**Exhibit**” shall be construed accordingly;

“**Government Official**” means any officer, employee or any other person acting in an official capacity for any Governmental Entity;

“**Governmental Entity**” means any foreign, domestic, multinational, federal, territorial, state or local governmental authority, quasi-governmental authority, government-owned or government-controlled (in whole or in part) enterprise, public international organization, regulatory body, court, tribunal, commission, board, bureau, agency, instrumentality, or any regulatory, administrative or other department, or agency, or any political or other subdivision of any of the foregoing, or any political party or official thereof, or any candidate for political office;

“**Group**” or “**Group Companies**” means the Company, the HK Subsidiary and the WFOE, and “**Group Company**” shall be construed accordingly;

“**Group Material Adverse Effect**” means any event or circumstance which would have a material and adverse effect on the financial position, business or properties, results of operations or prospects of the Group taken as a whole, but excluding any

change resulting from the performance of the obligations under, or compliance with, the terms and conditions of this Agreement, the Exclusive Services Framework Agreement and related documents;

“**Healthcare Categories**” has the meaning ascribed to it (医疗健康类目) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**HK\$**” or “**HK dollars**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**HK Subsidiary**” means AJK Technology (Hong Kong) Limited, a company duly established and existing under the laws of Hong Kong and wholly owned by the Company;

“**HKFRS**” means Hong Kong Financial Reporting Standards (which term includes all Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards, and Interpretations issued by the Hong Kong Institute of Certified Public Accountants);

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Immediate Family Members**” means, with respect to any natural Person, (a) such Person’s spouse, parents, parents-in-law, grandparents, children, grandchildren, siblings and siblings-in-law (in each case whether adoptive or biological), (b) spouses of such Person’s children, grandchildren and siblings (in each case whether adoptive or biological) and (c) estates, trusts, partnerships and other Persons which directly or indirectly through one or more intermediaries are Controlled by the foregoing;

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“**Management Accounts**” means the unaudited adjusted financial information of the Target Business for (i) the financial years ended March 31, 2022 and 2023, and (ii) the three months ended June 30, 2022 and 2023;

“**Marketing Materials Review Services**” has the meaning ascribed to it (营销审核服务) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**Marketing Materials Review Services Fees**” has the meaning ascribed to it (营销审核服务费) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**Party**” or “**Parties**” has the meaning ascribed to it in the Preamble;

“**Person**” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, government authority or other entity;

“**PRC**” means the People’s Republic of China, and for the purposes of this Agreement, excludes Hong Kong, Macau Special Administrative Region and Taiwan;

“**Primary Categories**” has the meaning ascribed to it (主营类目) under the Exclusive

Services Framework Agreement, which may be amended from time to time;

“**Purchaser**” has the meaning ascribed to it in the Preamble;

“**Purchaser Group**” means the Purchaser and its subsidiaries;

“**Purchaser Material Adverse Effect**” means any event or circumstance which would have a material and adverse effect on the financial position, business or properties, results of operations or prospects of the Purchaser taken as a whole;

“**Purchaser Share Award Scheme**” means the share award scheme adopted by the shareholders of the Purchaser at the special general meeting of the Purchaser held on November 24, 2014 and amended by the shareholders of the Purchaser at the annual general meeting of the Purchaser held on August 11, 2023;

“**Purchaser Warranties**” means the representations and warranties set out in Part B of Schedule 3;

“**Sale Shares**” means 1 Company Shares, representing the entire issued share capital of the Company;

“**Schedules**” means all schedules to this Agreement and “**Schedule**” shall be construed accordingly;

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of Laws of Hong Kong);

“**Shares**” means ordinary shares of HK\$0.01 each in the capital of the Purchaser;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**Suspension Period**” has the meaning ascribed to it (中止期间) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**Taobao and Tmall Group**” means the business group under the Alibaba Holding Group that operates its online retail trading and digital marketing businesses on platforms including Taobao Platform (淘宝平台), Tmall Platform (天猫平台), Tmall Global (天猫国际), Taobao Live (淘宝直播), Tmall Supermarket (天猫超市) and Taobao Grocery (淘宝买菜);

“**Taobao Platform**” has the meaning ascribed to it (淘宝平台) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**Target Merchant**” means a merchant or a brand on the Taobao Platform or the Tmall Platform, or the marketing agent engaged by a merchant or a brand, who has engaged the Alimama Group to market products and/or services;

“**Target Business**” means the business relating to the provision of the Marketing Materials Review Services and the Value-added Services to be directly or indirectly injected into the Purchaser Group pursuant to the terms of this Agreement;

“**Tmall Platform**” has the meaning ascribed to it (天猫平台) under the Exclusive Services Framework Agreement, which may be amended from time to time;

“**Transaction Documents**” means this Agreement, the Exclusive Services Framework Agreement and any other agreements and documents required in connection with implementing the transactions contemplated by the foregoing agreements;

“**Transfer**” has the meaning ascribed to it in clause 7.5;

“**USD**” means United States dollars, the lawful currency of United State of America;

“**USD Equivalent**” means an amount in USD converted based on the USD/HKD exchange rate prevailing at 12:00 noon (Hong Kong time) on the Business Day immediately preceding the date of this Agreement as such rate is displayed on or derived from the relevant Bloomberg page “BFIX” (or its equivalent successor page if such page is not available);

“**Value-added Services**” means the value-added services, within the scope of authorisation from the Alimama Group and in accordance with the standards and requirements imposed by the Alimama Group, provided by the WFOE to the Target Merchants whose Primary Categories are the Healthcare Categories under the Exclusive Services Framework Agreement, as may be amended from time to time, which shall include providing consultation and suggestions to and responding to questions from such Target Merchants relating to marketing promotions under the Healthcare Categories;

“**Vendor**” has the meaning ascribed to it in the Preamble;

“**Vendor Group**” means the Vendor and its subsidiaries;

“**Vendor Warranties**” means the representations and warranties set out in Part A of Schedule 3;

“**Warranties**” means the Vendor Warranties and the Purchaser Warranties; and

“**WFOE**” means Hangzhou Jingzhun Health Information Technology Co., Ltd. (杭州精准健康信息科技有限公司), a company duly established and existing under the laws of PRC and wholly-owned by the HK Subsidiary.

1.2 In this Agreement, unless the context otherwise requires:

- (a) references to persons shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and shall not affect the construction of this Agreement;
- (c) references to one gender include all genders;
- (d) references to a “subsidiary” or “holding company” shall be to the same as defined in sections 13 and 15 of the Companies Ordinance;

- (e) any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (f) any reference to a document in the agreed form is to the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of each of the Vendor and the Purchaser); and
- (g) any reference to “writing” or “written” includes any record of communication through email, letter and other electronic or mechanical writing.

1.3 The Schedules and Exhibits to this Agreement shall form part of this Agreement.

2 SALE OF THE SALE SHARES AND THE CONSIDERATION

2.1 At Completion, the Vendor as legal and beneficial owner of the Sale Shares shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Sale Shares free from all Encumbrances, together with all rights attaching to them.

2.2 The aggregate consideration for the purchase of the Sale Shares shall be HK\$13,512,000,000, which shall be satisfied by:

2.2.1 the Purchaser issuing 2,558,222,222 Shares at the issue price of HK\$4.50 per Share (the “**Consideration Shares**”) to the Vendor at Completion, subject to the adjustments set forth in clause 2.3; and

2.2.2 the Purchaser paying the USD Equivalent of HK\$2,000,000,000 in cash to the Vendor at Completion (the “**Cash Consideration**”).

2.3 In the event of a share split, share combination, share dividend or similar events with respect to the capital of the Purchaser prior to Completion, the number of Consideration Shares (and the corresponding price per Purchaser Share) shall be adjusted proportionally.

3 CONDITIONS PRECEDENT

3.1 Completion of the sale and purchase of the Sale Shares shall be conditional upon the fulfilment of the following conditions (the “**Conditions Precedent**”):

- (a) the passing by the shareholders of the Purchaser (other than those who are required by the Listing Rules to abstain from voting) at a duly convened shareholders’ meeting of the Purchaser of resolutions(s) approving this Agreement and the transactions contemplated hereunder, including but not limited to, the issue of the Consideration Shares pursuant to this Agreement and the non-exempt continuing connected transactions by the members of the Purchaser Group as contemplated under the Exclusive Services Framework Agreement;
- (b) the granting of the approval of the Stock Exchange for the listing of, and

permission to deal in, the Consideration Shares;

- (c) the Vendor and/or its related companies (other than the Purchaser Group) having obtained all necessary consents and approvals from the relevant governmental or regulatory authorities or other third parties required for the execution and performance of this Agreement by the Vendor and the transactions contemplated thereunder;
- (d) the Purchaser and/or its related companies (other than the Vendor Group) having obtained all necessary consents and approvals from the relevant governmental or regulatory authorities or other third parties required for the execution and performance of this Agreement by the Purchaser and the transactions contemplated thereunder;
- (e) no governmental authority in any relevant jurisdiction having enacted any laws, rules or regulations which might render Completion or any part thereof unlawful;
- (f) the Vendor Group having obtained all relevant corporate approvals for this Agreement and the transactions contemplated thereunder; and
- (g) the Purchaser Group having obtained all relevant corporate approvals for this Agreement and the transactions contemplated thereunder.

3.2 The Vendor undertakes to use all reasonable endeavours to ensure that the Conditions Precedent set out in clauses 3.1(c) and 3.1(f) (to the extent the Vendor Group is responsible for the satisfaction of such Conditions Precedent) are fulfilled as soon as possible. The Vendor undertakes to take such steps, and to provide such information and assistance, in each case as may be reasonably requested by the Purchaser in connection with (i) the preparation by the Purchaser of a circular to its shareholders for the purposes of obtaining the requisite approval under clause 3.1(a), and (ii) any submission required to be made to the Stock Exchange for the purpose of obtaining the requisite approval under clause 3.1(b).

3.3 The Purchaser undertakes to use all reasonable endeavours to ensure that the Conditions Precedent set out in clauses 3.1(a), 3.1(b), 3.1(d) and 3.1(g) (to the extent the Purchaser Group is responsible for the satisfaction of such Conditions Precedent) are fulfilled as soon as possible.

3.4 The Purchaser shall be entitled in its absolute discretion, by written notice to the Vendor, to waive the Conditions Precedent set out in clause 3.1(c), either in whole or in part.

3.5 The Vendor shall be entitled in its absolute discretion, by written notice to the Purchaser, to waive the Conditions Precedent set out in clause 3.1(d), either in whole or in part.

3.6 If any of the Conditions Precedent has not been fulfilled (or waived) on or before June 30, 2024 or such other date as the parties to this Agreement may agree in writing, this Agreement (other than clauses 13, 15, 20 and 21) shall automatically terminate with immediate effect and no party shall have any claim of any nature whatsoever against

the other parties under this Agreement (save in respect of its accrued rights arising from any prior breach of this Agreement).

- 3.7 If any of the Conditions Precedent responsible for fulfilment by a Party (the “**First Party**”) has been waived by the other Party (the “**Second Party**”) at Completion, the First Party shall, nevertheless, be obliged to fulfil such Conditions Precedent as soon as practicable after Completion to the satisfaction of the Second Party.

4 **PRE-COMPLETION VENDOR’S UNDERTAKINGS**

4.1 Prior to and pending Completion, the Vendor shall ensure that:

- (a) except as pursuant to the Exclusive Services Framework Agreement, each of the Group Companies shall carry on its business only in the ordinary and usual course and shall not (or agree to) make any payment, incur any liability, enter into any contract or incur any other obligation, in each case, in any material respect and other than in the ordinary and usual course of trading;
- (b) except as pursuant to the Exclusive Services Framework Agreement, each of the Group Companies shall take all reasonable steps to preserve and protect its assets; and
- (c) the Purchaser’s representatives shall be allowed, upon reasonable notice and during normal business hours, access to the books and records and other information of each of the Group Companies.

4.2 The Vendor undertakes to the Purchaser to use all commercially reasonable endeavours prior to the Completion Date to (i) ensure that the businesses and operations of the Group Companies (including the businesses and operations that will form part of the Group Companies prior to the Completion) are conducted in compliance with applicable laws and regulations in all material respects, and (ii) remedy any material non-compliance with applicable laws and regulations in businesses and operations of the Group Companies (including the businesses and operations that will form part the Group Companies prior to the Completion).

5 **PRE-COMPLETION PURCHASER’S UNDERTAKINGS**

5.1 Pending Completion, the Purchaser undertakes to the Vendor that:

- (a) it will not, except pursuant to the terms of the Purchaser Share Award Scheme, (i) allot or issue or offer to allot or issue or grant any option, right or warrant to subscribe (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Purchaser Shares or any interests in Purchaser Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to any Purchaser Shares or interest in Purchaser Shares or (ii) agree (conditionally or unconditionally) to enter into or effect any such transaction with the same economic effect as any of the transactions described in (i) above or (iii) announce any intention to enter into or effect any such transaction described in (i) or (ii) above, in each case, without first having obtained

the written consent of the Vendor; and

- (b) it will take all reasonable steps to preserve and protect its assets.

5.2 The Purchaser shall, as soon as reasonably practicable:

- (a) make all appropriate disclosures pursuant to, and will comply in all respects with applicable law, regulation or direction (including without limitation the Listing Rules) in connection with the transactions contemplated under this Agreement;
- (b) subject to obtaining all necessary approvals from the Stock Exchange, despatch to its shareholders a shareholders' circular containing details on the transactions contemplated under this Agreement as required by applicable law, regulation or direction (including without limitation the Listing Rules) and convene a shareholders' meeting to consider and approve the transactions contemplated under this Agreement and the Exclusive Services Framework Agreement and the issue of the Consideration Shares;
- (c) make all notifications, registrations and filings as may from time to time be required in relation the transactions contemplated under this Agreement and the issue of the Consideration Shares; and
- (d) apply to the Stock Exchange for the listing of, and permission to deal in, the Consideration Shares.

6 COMPLETION

6.1 Completion shall take place at the offices of Freshfields Bruckhaus Deringer, at 55th Floor, One Island East, Taikoo Place, Quarry Bay, Hong Kong or such other place as agreed by the Vendor and the Purchaser on the Completion Date.

6.2 On Completion, the Vendor shall deliver (or cause to be delivered) to the Purchaser:

- (a) instruments of transfer (in the form prescribed by the Company) with respect to Sale Shares, duly executed by the Vendor;
- (b) a copy of the register of members of the Company, dated as of the Completion Date, evidencing the Purchaser's ownership of all of the Sale Shares;
- (c) a share certificate in the name of the Purchaser, dated as of the Completion Date and duly executed on behalf of the Company, evidencing the ownership by the Purchaser of all of the Sale Shares;
- (d) a copy of the register of directors of the Company, dated as of the Completion Date, evidencing that the board of directors of the Company consists solely of nominees of the Purchaser, provided, however, that the Purchaser shall have notified the Vendor of the names of such nominees no later than ten Business Days prior to the Completion and each such nominee (to the extent not already a director of the Company) shall have

duly executed and delivered to the Company the written consent to act as a director of the Company (in a form acceptable to the Company's registered office provider) no later than ten Business Days prior to the Completion;

- (e) a copy of the register of directors of the HK Subsidiary, dated as of the Completion Date, evidencing that the board of directors of the HK Subsidiary consists solely of nominees of the Purchaser, provided, however, that the Purchaser shall have notified the Vendor of the names of such nominees no later than ten Business Days prior to the Completion and each such nominee (to the extent not already a director of the HK Subsidiary) shall have duly executed and delivered to the HK Subsidiary the written consent to act as a director of the HK Subsidiary (in a form acceptable to the HK Subsidiary's registered office provider) no later than ten Business Days prior to the Completion; and
- (f) an application for the number of Consideration Shares in the agreed form set out in Exhibit A.

6.3 On Completion, the Purchaser shall:

- (a) make the payment of the Cash Consideration by transfer of immediately available funds to the Bank Account;
- (b) deliver to the Vendor instruments of transfer (in the form prescribed by the Company) with respect to Sale Shares, duly executed by the Purchaser; and
- (c) in satisfaction of its obligations under clause 2.2, allot and issue, credited as fully paid, the Consideration Shares to the Vendor (and/or its nominee), and procure that the Vendor (and/or its nominee) is registered on the branch register of members of the Company in Hong Kong as the registered holders of the Consideration Shares and deliver to the Vendor definitive share certificates for the Consideration Shares in such denomination as the Vendor may request issued in the name of the Vendor (and/or its nominee) and in accordance with instructions given in the application to be delivered by the Vendor.

6.4 If the Vendor, on the one hand, or the Purchaser, on the other hand, fails or is unable to perform any material obligations required to be performed by it at Completion, the other Party shall not be obliged to complete the sale and purchase of the Sale Shares and may, in its absolute discretion, by written notice to the Vendor or the Purchaser, as applicable:

- (a) rescind this Agreement without liability on the part of non-breaching Party;
- (b) elect to complete this Agreement on that date, to the extent that the breaching Party is ready, able and willing to do so, and specify a later date on which the breaching Party shall be obliged to complete its outstanding obligations; or

- (c) elect to defer the completion of this Agreement by not more than 90 days to such other date as it may specify in such notice, in which event the provisions of this clause 6.4 shall apply, *mutatis mutandis*, if any Party fails or is unable to perform any such obligations on such other date.

7 FURTHER UNDERTAKINGS

- 7.1 The Purchaser undertakes in favour of the Vendor to use all commercially reasonable endeavours to (i) ensure that the businesses and operations of the Purchaser Group are conducted in compliance with applicable laws and regulations in all material respects, and (ii) remedy any material non-compliance with applicable laws and regulations in the businesses and operations of the Purchaser Group.
- 7.2 The Purchaser undertakes in favour of the Vendor that the Purchaser and its officers, directors, employees, and agents will not offer, pay, promise to pay, or authorize the payment of, or give, promise to give, or authorize the giving of anything of value to any Government Official, or to any other person under circumstances where the Purchaser or its officers, directors, employees, or agents knew or had reason to know that all or a portion of such money or thing of value would be offered, promised, or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing any act or decision of such Government Official in his or her official capacity; (ii) inducing such Government Official to do, or omit to do, any act in relation to his or her lawful duty; (iii) securing any improper advantage; or (iv) inducing such Government Official to influence or affect any act or decision of any Governmental Entity, in each case in order to assist the Purchaser or any of its officers, directors, employees, or agents in obtaining or retaining business for or with, or directing business to, any person.
- 7.3 The Purchaser undertakes that:
 - (a) it shall apply to the Stock Exchange within the time prescribed by the Listing Rules for the grant of the listing of and permission to deal in the Consideration Shares, and promptly inform the Vendor following the receipt of such listing approval; and
 - (b) it shall file the registration for issuance and allotment of the Consideration Shares with the China Securities Regulatory Commission (the “CSRC”) within 3 Business Days after Completion, and promptly inform the Vendor following the CSRC’s confirmation of completion of such registration.
- 7.4 Subject to the Completion and for so long as the Exclusive Services Framework Agreement remains in force and effect, the Purchaser undertakes that it shall not, and shall procure its Affiliates not to, (i) provide any products or services relating to the marketing promotions or the entire chain of business of marketing placements under the Healthcare Categories to the Target Merchants, other than the services contemplated under the Exclusive Services Framework Agreement, or (ii) cooperate or consummate a transaction with any third party relating to the business of provision of products or services mentioned in paragraph (i) above or the marketing services under the Healthcare Categories to the Target Merchants, in each case, unless with the prior written consent from Alimama and/or the Taobao and Tmall Group.

- 7.5** For the period of 18 months after the Completion Date, the Vendor shall not dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or Encumbrances in respect of (the foregoing, each a “**Transfer**”), any of the Consideration Shares without the prior written consent of the Purchaser (such consent not to be unreasonably withheld).
- 7.6** The Vendor confirms and undertakes that, subject to the Completion and for so long as the Exclusive Services Framework Agreement remains in force and effect:
- (a) the Purchaser shall have the exclusive right to provide the Marketing Materials Review Services to the Target Merchants in respect of products and services under the Healthcare Categories;
 - (b) it shall not, and shall procure the Alimama Group and the Taobao and Tmall Group not to, build an internal function or engage a third party to provide the Marketing Materials Review Services to the Target Merchants in respect of products and services that are subject to the Exclusive Marketing Materials Review Right; and
 - (c) it shall, and shall procure the Alimama Group and the Taobao and Tmall Group to, use commercially reasonable endeavours to preserve the Exclusive Marketing Materials Review Right under the Healthcare Categories in accordance with the terms and conditions of the Exclusive Services Framework Agreement,

provided that the obligations of the Vendor under this clause 7.6 shall be suspended and not applicable during the Suspension Period.

- 7.7** Subject to the Completion, upon the expiration of each term of the Exclusive Services Framework Agreement, unless with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), the Vendor shall procure Alimama Software to, subject to compliance with applicable laws, rules and regulations (including rules of applicable stock exchanges or other regulators), renew and execute the Exclusive Services Framework Agreement on substantially the same terms and conditions as the previous agreement subject to the approval of independent shareholders of the Purchaser, provided that Alimama Software may propose any reasonable amendments to the renewed Exclusive Service Framework Agreement which the Purchaser shall consider and negotiate with Alimama Software in good faith.
- 7.8** The Vendor further confirms and undertakes that, subject to the Completion and for so long as the Exclusive Services Framework Agreement remains in force and effect:
- (a) in the event where there is any change or adjustment within the Alimama Group or the Taobao and Tmall Group that will, directly or indirectly, cause material adverse change to the Exclusive Marketing Materials Review Right or the Purchaser Group’s right to receive the Marketing Materials Review Services Fees, it shall, and shall procure the Alimama Group and the Taobao and Tmall Group to, discuss with the Purchaser Group to find a reasonable and mutually acceptable remedy to the Purchaser Group;

- (b) it shall, and shall procure the Alimama Group and the Taobao and Tmall Group to, mutually agree in advance with the Purchaser on any adjustment to the pricing policy or the pricing rate for the marketing products or services under the Healthcare Categories if such adjustment will cause any unreasonable and material loss to the Purchaser; and
- (c) it shall not, and shall procure the Alimama Group and the Taobao and Tmall Group not to, change the identification number or name of the products or services under the Healthcare Categories, or change the scope or the category of the products or services under the Healthcare Categories, unless with the prior written consent of the Purchaser Group.

For the avoidance of doubt, the obligations of the Vendor under this clause 7.8 shall continue to be in full force and effect during the Suspension Period.

- 7.9** The Purchaser confirms and undertakes that, subject to the Completion and for so long as the Exclusive Services Framework Agreement remains in force and effect, it shall not, and shall procure its Affiliates not to, change the identification number or name of the products or services under the Healthcare Categories, or change the scope or the category of the products or services under the Healthcare Categories, unless with the prior written consent of the Vendor.
- 7.10** If (a) the Exclusive Marketing Materials Review Right of the Purchaser Group is suspended in accordance with the terms and conditions of the Exclusive Services Framework Agreement, and (b) the Purchaser Group and the Alimama Group fail to reach a consensus on the rectification of any breach leading to the suspension or the resumption of the Purchaser Group's Exclusive Marketing Materials Review Right within the Suspension Period, then the Vendor shall, and shall procure the Alimama Group to, negotiate with the Purchaser Group in good faith to find a fair and mutually acceptable solution, as soon as practicable, without unreasonably prejudicing the Purchaser Group's rights (including its entitlement to the Exclusive Marketing Materials Review Right) under the Exclusive Services Framework Agreement.
- 7.11** The Vendor shall procure the Alimama Group to enter into any ancillary agreement contemplated by the Exclusive Services Framework Agreement with the Purchaser Group on terms to be agreed by the relevant contracting parties from time to time.

8 WARRANTIES

- 8.1** The Vendor represents, warrants and undertakes to the Purchaser that the Vendor Warranties are true and accurate as of the date hereof and as of the Completion Date, in each case subject to any matter which is fairly disclosed in writing delivered to the Purchaser prior to the date hereof and any matter expressly provided for under the terms of this Agreement. The Vendor acknowledges that the Purchaser has entered into this Agreement in reliance upon the Vendor Warranties.
- 8.2** The Purchaser represents, warrants and undertakes to the Vendor that the Purchaser Warranties are true and accurate as of the date hereof and as of the Completion Date (with reference to the facts and circumstances then existing), in each case subject to any matter which is fairly disclosed in writing delivered to the Vendor no later than the date hereof and any matter expressly provided for under the terms of this

Agreement. The Purchaser acknowledges that the Vendor has entered into this Agreement in reliance upon the Purchaser Warranties.

8.3 Each of the Warranties shall be construed as a separate Warranty and (save as expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.

8.4 The Vendor undertakes to notify the Purchaser in writing promptly if prior to Completion it becomes aware of any circumstance arising after the date of this Agreement which would cause any Vendor Warranty (if the Vendor Warranties were repeated with reference to the facts and circumstances then existing) to become untrue or inaccurate or misleading in any material respect.

8.5 The Purchaser undertakes to notify the Vendor in writing promptly if prior to Completion it becomes aware of any circumstance arising after the date of this Agreement which would cause any Purchaser Warranty (if the Purchaser Warranties were repeated with reference to the facts and circumstances then existing) to become untrue or inaccurate or misleading in any material respect.

9 LIMITATIONS ON CLAIMS

The Warranties are subject to the matters set out in Schedule 2 (*Limitations on Claims*).

10 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding among the Parties in connection with the sale and purchase of the Sale Shares. This Agreement supersedes all prior agreements or understandings in connection with the subject matter hereof which shall cease to have any further force or effect. No party has entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in this Agreement.

11 VARIATION

11.1 No variation of this Agreement (or of any of the legally binding agreements referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties. The expression “**variation**” shall include any variation, supplement, deletion or replacement however effected.

11.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

12 ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party.

13 ANNOUNCEMENTS

- 13.1** Except as required by law or by any stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the Party making the announcement or disclosure is subject, whether or not having the force of law, no announcement or circular or disclosure in connection with the existence or subject matter of this Agreement shall be made or issued by or on behalf of the Vendor or any member of the Group or any of them without the prior written approval of the Purchaser (such approval not to be unreasonably withheld or delayed), or by or on behalf of the Purchaser without the prior written approval of the Vendor (such approval not to be unreasonably withheld or delayed).
- 13.2** Where any announcement or disclosure is made in reliance on the exception in clause 13.1, the Party making the announcement or disclosure will so far as practicable consult with the other Party in advance as to the form, content and timing of the announcement or disclosure.

14 FEES AND EXPENSES

- 14.1** Each of the Parties shall bear its own fees and expenses incurred in connection with the negotiation, preparation and completion of this Agreement, provided that, in the event the Completion occurs, the Purchaser shall pay on behalf of or reimburse the Vendor for any costs, fees and expenses (including but not limited to any fees and expenses of external advisers) incurred by the Vendor and its Affiliates in connection with the transactions contemplated by the Transaction Documents, up to a maximum of HK\$500,000. Each of the Parties shall bear and pay any tax of any nature as required by any applicable law (including, without limitation, Bulletin 7 required to be paid by the Parties in connection with the transactions contemplated by this Agreement).
- 14.2** The Purchaser shall, and shall cause the Company to, cooperate and assist the Vendor in making the tax filings and disclosures with the applicable PRC tax authorities that are required by Bulletin 7 in connection with the transactions contemplated hereunder within 30 days after the date of this Agreement, and provide the relevant information or materials as required by such applicable PRC tax authorities in connection therewith. “**Bulletin 7**” means the Public Notice Regarding Certain Enterprise Income Tax Matters on Indirect Transfer of Properties by Non-Resident Enterprises (关于非居民企业间接转让财产企业所得税若干问题的公告) (Announcement [2015] No. 7) and any amendment, implementing rules, or official interpretation thereof or any replacement, successor or alternative legislation having the same subject matter thereof.

15 CONFIDENTIALITY

- 15.1** Each Party undertakes that it shall (and shall procure that its Affiliates shall, and where relevant, undertakes to procure that its officers, employees, agents, investment managers and professional and other advisers and those of any Affiliate (together its “**Authorised Persons**”) shall use its best endeavours to keep confidential at all times and not permit or cause the disclosure of any information (other than to its Authorised Persons) which it may have or acquire before or after the date of this Agreement relating to the provisions of, and negotiations leading to, this Agreement and the

performance of the obligations thereunder (such information being “**Confidential Information**”). In performing its obligations under this clause 15.1, each Party shall apply confidentiality standards and procedures at least as stringent as those it applies generally in relation to its own confidential information.

15.2 Each Party shall use its reasonable endeavours to alert the other Party as soon as is reasonably practical after it becomes aware of any request from a third party for disclosure of any Confidential Information.

15.3 The obligation of confidentiality under clause 15.1 does not apply to:

- (a) information which at the date of disclosure is within the public domain (otherwise than as a result of a breach of this clause 15);
- (b) the disclosure of information to the extent required to be disclosed by law, regulation or any court, tribunal or regulatory authority; or
- (c) any announcement made in accordance with the terms of clause 13.

16 SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

17 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

18 WAIVER

18.1 No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

18.2 The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

19 FURTHER ASSURANCE

Each of the Parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the other Parties may reasonably require, whether on or after Completion, to implement and/or give effect to this Agreement and the

transaction contemplated by it and for the purpose of vesting in the relevant Parties the full benefit of the assets, rights and benefits to be transferred to such Parties under this Agreement.

20 NOTICES

20.1 All notices, requests and other communications to any Party hereunder shall be in writing (including facsimile transmission and electronic mail (“**e-mail**”) transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to Purchaser, to:

ALIBABA HEALTH INFORMATION TECHNOLOGY LIMITED
26/F Tower One, Times Square, 1 Matheson Street
Causeway Bay, Hong Kong
Attention: General Counsel
Facsimile No.: +852 2587 1688
E-mail: alihealth-notice@alibaba-inc.com

With a copy to (which shall not constitute notice):

Freshfields Bruckhaus Deringer
55th Floor, One Island East, Taikoo Place, Quarry Bay, Hong Kong
Attention: Edward Freeman
E-mail: edward.freeman@freshfields.com

if to the Vendor, to the following correspondence address:

TAOBAO HOLDING LIMITED
26/F Tower One, Times Square, 1 Matheson Street
Causeway Bay, Hong Kong
Attention: General Counsel
E-mail: legalnotice@list.alibaba-inc.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. local time in the place of receipt and such day is a Business Day in the place of receipt, except with respect to any e-mail that is acknowledged as received on such day. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

20.2 A Party may notify any other Party to this Agreement of a change to its name, relevant addressee, address, fax number or email address for the purposes of this clause 20, provided that, such notice shall only be effective on:

- (a) the date specified in the notice as the date on which the change is to take place, or
- (b) if no date is specified or the date specified is less than five Business Days

after the date on which notice is given, the date following five Business Days after notice of any change has been given.

21 GOVERNING LAW AND JURISDICTION

- 21.1** This Agreement and the relationship among the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 21.2** Any dispute arising out of or in connection with this Agreement shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with these Rules. The dispute shall be resolved by one arbitrator appointed by the Parties. If the Parties cannot agree on one arbitrator, the dispute shall be resolved by three arbitrators, one appointed by the Purchaser, one appointed by the Vendor and the third appointed by the first two arbitrators. The arbitration proceedings shall be conducted in English. Any award is final and may be enforced in any court of competent jurisdiction. The award shall apportion the costs of arbitration. The Parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award. Nothing contained herein shall preclude any Party from seeking provisional, interim or conservatory measures (including injunctive relief) from any court of competent jurisdiction. The Parties agree that any decision of the arbitral tribunal shall be final and binding on the Parties and shall be non-appealable to a court of law.
- 21.3** The terms of this Agreement are intended solely for the benefit of each Party to this Agreement and their respective successors or permitted assigns. Except as otherwise expressly stated in this Agreement, no one other than a party to this Agreement may enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong. Where any clause of this Agreement entitles any third party to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Ordinance, the parties to this Agreement reserve the right to vary that term or any other term of this Agreement without the consent of that third party.

AS WITNESS this Agreement has been signed on behalf of the Parties the day and year first before written.

SCHEDULE 1
PART A
Details of the Company

(1) THE COMPANY

| | |
|---------------------------------|---|
| Name: | AJK Technology Holding Limited |
| Date of Incorporation: | November 2, 2023 |
| Place of Incorporation: | Cayman Islands |
| Type of Company: | limited by shares |
| Company Number: | 404449 |
| Registered Office: | Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands |
| Directors: | JIN Lei LEE Yik Lam |
| Registered Shareholders: | the Vendor |
| Authorised Capital: | US\$50,000 |
| Issued Capital: | US\$1 |
| Mortgages and Charges: | Nil |

PART B
Details of other Group Companies

(1) HK Subsidiary

| | |
|---------------------------------|--|
| Name: | AJK Technology (Hong Kong) Limited |
| Date of Incorporation: | November 2, 2023 |
| Place of Incorporation: | Hong Kong |
| Type of Company: | Private company |
| Company Number: | 3333861 |
| Registered Office: | Room 1901, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong |
| Directors: | JIN Lei LEE Yik Lam |
| Registered Shareholders: | The Company |
| Authorised Capital: | Not applicable |
| Issued Capital: | US\$1 |
| Mortgages and Charges: | Nil |

(2) the WFOE

| | |
|---------------------------------|---|
| Name: | Hangzhou Jingzhun Health Information Technology Co., Ltd. (杭州精准健康信息科技有限公司) |
| Date of Incorporation: | November 9, 2023 |
| Place of Incorporation: | PRC |
| Type of Company: | Limited liability company |
| Company Number: | 91330110MAD4FKLN2J |
| Registered Address: | Room 315, Building 7, No. 1, Ai Cheng Road, Wu Chang Street, Yuhang District, Hangzhou, Zhejiang Province |
| Directors: | ZHU Jian |
| Registered Shareholders: | the HK Subsidiary |
| Registered Capital: | RMB10,000,000 |
| Paid-up Capital: | RMB10,000,000 |
| Total Investment Amount: | RMB10,000,000 |

The Parties acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, the registered capital of the WFOE may not be fully paid-up by the HK Subsidiary, the Company or the Vendor at or prior to Completion, and that none of the HK Subsidiary, the Company and the Vendor shall be responsible for paying up the registered capital of the WFOE which remains unpaid upon Completion.

SCHEDULE 2 LIMITATIONS ON CLAIMS

1. TIME LIMITS ON CLAIMS

No claim shall be brought by any Party for any breach of this Agreement unless it shall have given notice in writing of the claim to the other Parties not later than the expiration of a period of 18 months commencing on the Completion Date.

2. MINIMUM CLAIMS

Minimum amount and aggregate threshold

A Party shall only be liable in respect of any claim brought by another Party for breach of any of the terms of this Agreement:

- (a) if the amount of the claim in respect of each event, circumstance or matter giving rise to a breach exceeds HK\$13,512,000; and
- (b) if the aggregate amount of a series of claims brought by the Party exceeds a total of HK\$135,120,000.

3. TOTAL LIABILITY

The aggregate liability (inclusive of interest on any judgment obtained) of the Purchaser and the Vendor, respectively, in respect of claims brought by any other Party for breaches of this Agreement shall not exceed HK\$6,756,000,000.

4. CHANGES ON AND/OR AFTER COMPLETION

A Party shall not be entitled to claim against any of the other Parties under the Warranties if and to the extent that:

- (a) the claim would not have arisen but for any voluntary act, omission, transaction or arrangement (or any combination of any of the same) after Completion of such Party or any member of such Party's group or their respective directors, employees or agents;
- (b) the claim would not have arisen but for any change in the accounting policy or practice of the Group made on or after Completion;
- (c) the claim arises or is increased as a result of the passing of, or any change in or any change in the interpretation of, any law, rule, regulation or administrative practice of any government, government department, local or state agency, authority, regulatory or fiscal body made on or after Completion with retrospective effect; or
- (d) the subject matter of the claim has been made good or has otherwise been compensated for without cost to such Party.

5. RECOVERY FROM THIRD PARTIES

If any payment is made by any of the Parties in or towards the settlement of any claim made under the Warranties and the Party making the claim or the Company (in case the claim is made by the Purchaser) subsequently recovers from a third party (including insurers) of an amount which is referable to that claim, the Party making the claim shall, or when the Purchaser is the Party making the claim, may procure that the Company shall, forthwith repay to the relevant Party an amount equal to whichever is the lesser of:

- (a) the amount recovered from the third party; and
- (b) the amount paid by the relevant Party in or towards settlement of the claim,

in each case less all reasonable costs, charges and expenses incurred in making the recovery.

6. CONTINGENT LIABILITIES

If any claim for breach of Warranty is based upon a liability which is contingent only, a Party shall not be liable to make payment unless and until the contingent liability gives rise to an obligation to make a payment. This is without prejudice to the right of the other Party to give notice of the claim in accordance with paragraph 1 and to issue and serve proceedings in respect of it before such time. For the avoidance of doubt, the fact that the liability may not have become an actual liability by the relevant date provided in paragraph 1 shall not exonerate the Parties in respect of any claim properly notified before that date.

7. NO DOUBLE RECOVERY

No Party shall be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one liability, loss, cost, shortfall, damage or deficiency, regardless of whether more than one claim arises in respect of it, and for this purpose recovery by any member of the Purchaser's group shall be deemed to be a recovery by each of them.

8. OPPORTUNITY TO REMEDY BREACHES

A breach of any Warranty which is capable of remedy shall not entitle a Party to compensation unless the relevant other Party is given a written notice of the breach by the Party making the claim and the breach is not remedied within 30 days after the date on which notice is served on the relevant other Party. If the breach has not been remedied within that 30 day period, then the date on which notice of a claim in respect of that breach shall be deemed to have been given to the other Party for the purpose of paragraph 1 above shall be the date on which notice was given under this paragraph 8, provided that the notice satisfied the other requirements of paragraph 1 above when so given.

SCHEDULE 3 THE WARRANTIES

Part A: Vendor Warranties

1. INCORPORATION

- 1.1** The Vendor is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation, is not in liquidation or receivership, has full power and authority to own its properties and to conduct its business.
- 1.2** Each of the Group Companies is a company duly incorporated and validly existing and (except as set forth in Schedule 1) having its capital fully paid up under the laws of its jurisdiction of incorporation, is in compliance with its constitutional documents, and all laws, regulations and corporate governance requirements to which it is subject, is not in liquidation or receivership, has full power and authority to own its properties and to conduct its business and is lawfully qualified and licensed to do business in those jurisdictions in which business is conducted by it, and each of the foregoing statements in this paragraph will be true with respect to the Group Companies as of the Completion Date.

2. VALIDITY OF AGREEMENT

This Agreement has been duly authorised, executed and delivered by the Vendor and constitutes valid and legally binding obligations of the Vendor, enforceable against the Vendor in accordance with its terms.

3. SHARE CAPITAL

- 3.1** All information regarding the share capital of the Group Companies set out in Schedule 1 is true, accurate and complete and not misleading.
- 3.2** Except as contemplated by this Agreement:
- (a) there are no outstanding securities issued by the Group Companies convertible into or exchangeable for, warrants, rights or options, or agreements to grant warrants, rights or options, to purchase or to subscribe for, any shares or other securities in any Group Company;
 - (b) there are no other or similar arrangements approved by the board or a general meeting of the Group Companies providing for the issue or purchase of or the subscription of any shares or other securities in any Group Company; and
 - (c) no unissued share capital of any Group Company is under option or agreed conditionally or unconditionally to be put under option,

and each of the foregoing statements in this paragraph will be true with respect to the Group Companies as of the Completion Date.

4. SALE SHARES

4.1 Each of the Sale Shares:

- (a) is duly and validly issued and fully-paid and non-assessable;
- (b) is legally and beneficially owned by the Vendor free and clear of all Encumbrances and will not be subject to calls for further funds; and
- (c) is not subject to any kind of pre-emptive rights.

4.2 There are no restrictions on the voting or transfer of any of the Company Shares or payments of dividends with respect to the Company Shares pursuant to the Company's constitutional documents, or pursuant to any agreement or other instrument to which the Vendor or the Company is a party or by which it is bound.

5. COMPLIANCE

The execution, delivery and performance by the Vendor of this Agreement, the sale of the Sale Shares, the carrying out of the other transactions contemplated under this Agreement, and the compliance by the Vendor with this Agreement, do not and will not:

- (a) conflict with or result in a material breach of any of the terms or provisions of, or constitute a material default (nor has any event occurred which, with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement, would result in a material default by the Vendor or any Group Company) under, the documents constituting the Vendor or any Group Company, or any indenture, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Vendor or any Group Company is a party or by which any of their respective assets are bound; or
- (b) infringe any existing applicable law, rule, regulation, judgment, order, authorisation or decree of any government, governmental agency or regulatory body or court, domestic or foreign, having jurisdiction over the Vendor or any Group Company or any of their respective assets in any material respect; or
- (c) require the consent, clearance, approval, authorisation, order, registration or qualification of or with any court, governmental agency or regulatory body having jurisdiction over the Vendor or any other action or thing to be taken, fulfilled or done, except for all of those which have been, or will prior to the Completion Date be, obtained and are, or will on the Completion Date be, in full force and effect.

6. MANAGEMENT ACCOUNTS

6.1 Each of the Management Account of the Target Business has been prepared in accordance with the basis and assumptions as provided by the Vendor to the Purchaser and represents the results of operations and changes in financial position of the Target Business, as the case may be, for the periods in respect of which it has been prepared (in each case).

6.2 Since November 2, 2023, there has been no change (nor any development or event involving a prospective change) which has a Group Material Adverse Effect (to the

extent the Group Company was in existence).

7. CONTINGENT LIABILITIES

To the best knowledge of the Vendor, (i) there are no outstanding guarantees or contingent payment obligations relating to the Target Business in respect of indebtedness of third parties other than those disclosed in the Management Accounts; and (ii) the operation of the Target Business is in compliance in all material respects with all the obligations under any outstanding guarantees or contingent payment obligations as disclosed in the Management Accounts.

8. OFF-BALANCE SHEET ARRANGEMENTS

No Group Company has engaged in any off-balance sheet transactions, and neither the Vendor nor any Group Company has any relationships with unconsolidated entities that facilitate the transfer of or access to assets by any of the Group Companies, such as structured finance entities and special purpose entities.

9. APPROVALS

9.1 Each Group Company that is in existence possesses all certificates, authorisations, licences, orders, consents, approvals and permits (the “**Approvals**”) issued by, and has made all declarations and filings with, all appropriate national, state, local and other governmental agencies and regulatory bodies, all exchanges and all courts and other tribunals, domestic and foreign, necessary to own or lease, as the case may be, and to construct, develop and operate its assets and to conduct the business now operated by it.

9.2 Each Group Company is in compliance with the terms and conditions of all such Approvals.

9.3 All of such Approvals are valid and in full force and effect.

9.4 None of the Group Companies has received any notice of proceedings relating to the revocation or modification of any such Approvals or is otherwise aware that any such revocation or modification is contemplated or threatened.

10. MATERIAL CONTRACTS

10.1 Except as contemplated by this Agreement or the Exclusive Services Framework Agreement, no Group Company is a party to any agreement:

- (a) which establishes any joint venture, consortium, partnership or profit (or loss) sharing agreement or arrangement;
- (b) which involves any non-competition undertaking granted by a Group Company to a third party;
- (c) which was entered into by it or by which it or any of its property may be bound, otherwise than by way of bargain at arm’s length;
- (d) which provides for payments to or by a Group Company in excess of HK\$1

million (or the equivalent in other currencies) in a single transaction;

- (e) which cannot be performed within its terms within 12 months after the date on which it was entered into or cannot terminate on less than 3 months' notice; or
- (f) under the terms of which, as a result of the entry into and performance of this Agreement (i) any other party will be entitled to be relieved of any material obligation or become entitled to exercise any material right (including any termination or pre-emptive right or other option); or (ii) any Group Company will be in material default; or (iii) a liability or obligation of a Group Company is likely to be created or increased.

11. LITIGATION

There are no pending legal or regulatory actions or proceedings against or affecting any Group Company or any of their respective assets, and to the best knowledge of the Vendor, no such legal or regulatory actions or proceedings are threatened or contemplated.

12. INSOLVENCY

All of the Group Companies are and have at all times been solvent and no order has been made, or so far as the Vendor is aware, no petition has been presented to any Governmental Entity or meeting convened for the winding up of any Group Company, or for the appointment of any provisional liquidator or in relation to any other process whereby the business is terminated and the assets of any Group Company are distributed amongst the creditors and/or shareholders or other contributors and no events have occurred or circumstances exist which, under applicable laws, would be reasonably likely to justify or result in any of the foregoing.

13. DEFAULT

No Group Company is in material breach of or in material default (nor has any event occurred which, with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement would result in a material default) under: (i) any law or regulation; or (ii) any material contract or agreement to which any Group Company is a party and each such contract or agreement constitutes valid, binding and enforceable obligations of the parties thereto.

14. LABOUR DISPUTES

No material strike, labour dispute or negotiation regarding a claim of material importance with the employees of the Group Companies exists or is imminent.

15. COMPLIANCE WITH LAWS

Each Group Company has at all times in all material respects conducted its business and corporate affairs in accordance with its memorandum and articles of association, by-laws or other equivalent constitutional documents and in accordance with all applicable laws and regulations.

16. OTHER MATTERS

- 16.1** Save as expressly contemplated by this Agreement or the Exclusive Services Framework Agreement and save for the business operations of the Group Companies as contemplated by the Exclusive Services Framework Agreement, the Group Companies (i) have not (or will not, as the case may be) since their incorporation engaged in any other business, trading activities or operations (other than activities incidental to the maintenance of their respective corporate existence and compliance) and (ii) have not (or will not, as the case may be) incurred any other liabilities or commitments of any nature whatsoever, in each case of (i) and (ii), save for immaterial liabilities or commitments incidental to the maintenance of their respective corporate existence and compliance.
- 16.2** All information supplied or disclosed in writing by the Vendor or its representatives to the Purchasers, their agents, officers, employees or professional advisers is in every material respect true and accurate and not misleading in any material respect and all forecasts, opinions and estimates relating to each member of the Group and the Target Business so supplied or disclosed have been made after due, careful and proper consideration, are based on reasonable assumptions and represent reasonable and fair expectations honestly held based on facts known to such persons (or any of them).

Part B: Purchaser Warranties

1. INCORPORATION

Each member of the Purchaser Group is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation, is in compliance with its constitutional documents, and all laws, regulations and corporate governance requirements to which it is subject, is not in liquidation or receivership, has full power and authority to own its properties and to conduct its business and is lawfully qualified and licensed to do business in those jurisdictions in which business is conducted by it, and each of the foregoing statements in this paragraph is true with respect to each of the branches established by a member of the Purchaser Group.

2. VALIDITY OF AGREEMENT

This Agreement has been duly authorised, executed and delivered by the Purchaser and constitutes valid and legally binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms.

3. SHARE CAPITAL

3.1 All information regarding the Purchaser's share capital set out in Schedule 4 is true, accurate and complete and not misleading as of the date of this Agreement.

3.2 Other than pursuant to a Purchaser Share Award Scheme or pursuant to this Agreement:

- (a) there are no outstanding securities issued by the Purchaser convertible into or exchangeable for, warrants, rights or options, or agreements to grant warrants, rights or options, to purchase or to subscribe for, shares of the Purchaser;
- (b) there are no other or similar arrangements approved by the board or a general meeting of the Purchaser providing for the issue or purchase of the Purchaser Shares or the subscription of the Purchaser Shares; and
- (c) no unissued share capital of the Purchaser is under option or agreed conditionally or unconditionally to be put under option.

4. CONSIDERATION SHARES

Each of the Consideration Shares when issued and delivered:

- (a) will be duly and validly issued and fully-paid and non-assessable;
- (b) will rank *pari passu* with, and carry the same rights in all respects as any other class of ordinary share capital of the Purchaser and shall be entitled to all dividends and other distributions declared, paid or made thereon;
- (c) will not be subject to any kind of pre-emptive rights;

- (d) will be freely transferable, free and clear of all Encumbrances and will not be subject to calls for further funds; and
- (e) will be duly listed, and admitted to trading, on the Stock Exchange.

5. RESTRICTIONS

- 5.1** Save as otherwise provided for under this Agreement, there are no restrictions on transfers of the Consideration Shares.
- 5.2** There are no restrictions on the voting or transfer of any of the Purchaser Shares or payments of dividends with respect to the Purchaser Shares pursuant to the Purchaser's constitutional documents, or pursuant to any agreement or other instrument to which the Purchaser is a party or by which it is bound.

6. CAPITALISATION

All the issued shares or other equity interests of each member of the Purchaser Group have been duly and validly authorised and issued and are fully paid, and all the equity interests of each member of the Purchaser Group held by the Purchaser are owned directly or indirectly by the Purchaser, free and clear of all Encumbrances.

7. LISTING

All of the currently issued Purchaser Shares have been duly listed on the Stock Exchange.

8. LAWS AND LISTING RULES

Each member of the Purchaser Group and their respective directors, officers and employees is materially in compliance with and will materially comply with all applicable laws and the applicable requirements of the Listing Rules, and the Purchaser is in compliance with and will comply with all applicable laws and the applicable requirements of the Listing Rules in connection with the issue of the Consideration Shares.

9. COMPLIANCE

The execution, delivery and performance by the Purchaser of this Agreement, the issue of the Consideration Shares, the carrying out of the other transactions contemplated under this Agreement, and the compliance by the Purchaser with this Agreement, do not and will not:

- (a) conflict with or result in a material breach of any of the terms or provisions of, or constitute a material default (nor has any event occurred which, with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement, would result in a material default by the Purchaser or any other member of the Purchaser Group) under, the documents constituting the Purchaser, or any indenture, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Purchaser or any other member of the

Purchaser Group is a party or by which any of their respective assets are bound; or

- (b) lead to any circumstances whereby the continuation of any financial facilities (including loans, bonds and hedging instruments), outstanding or available to the Purchaser or any other member of the Purchaser Group, might be materially prejudiced or affected; or
- (c) infringe any existing applicable law, rule, regulation, judgment, order, authorisation or decree of any government, governmental agency or regulatory body or court, domestic or foreign, having jurisdiction over the Purchaser or any other member of the Purchaser Group or any of their respective assets in any material respect; or
- (d) infringe the rules of any stock exchange on which securities of the Purchaser are listed; or
- (e) require the consent, clearance, approval, authorisation, order, registration or qualification of or with any court, governmental agency or regulatory body having jurisdiction over the Purchaser or any other action or thing to be taken, fulfilled or done, except for all of those which have been, or will prior to the Completion Date be, obtained and are, or will on the Completion Date be, in full force and effect.

10. FINANCIAL STATEMENTS:

The consolidated audited financial statements of the Purchaser Group taken as a whole (the “**Consolidated Purchaser Group**”) as of and for each of the three years ended March 31, 2021, 2022 and 2023, respectively, were prepared in accordance with HKFRS, and pursuant to the relevant laws of Hong Kong, consistently applied and present a true and fair view of the financial position of the Consolidated Purchaser Group as of the dates, and the results of operations and changes in financial position of the Consolidated Purchaser Group for the periods in respect of which they have been prepared.

11. INTERNAL CONTROLS

Each member of the Purchaser Group maintains a system of internal control and accounting controls sufficient to provide reasonable assurances that:

- (a) transactions are executed in accordance with management’s general or specific authorisations and in compliance in all material respects with applicable laws, rules and regulations (including, without limitation, the Listing Rules and the Corporate Governance Code under Listing Rules);
- (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with HKFRS and to maintain asset accountability;
- (c) access to material assets is permitted only in accordance with

management's general or specific authorisation;

- (d) the recorded accountability for material assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;
- (e) each of the Purchaser and the other members of the Purchaser Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a reasonably sufficient basis for the preparation of the Purchaser's consolidated financial statements in accordance with HKFRS; and
- (f) the Purchaser's current management information and accounting control system has been in operation for at least 12 months during which time none of the Purchaser nor any other member of the Purchaser Group has experienced any material difficulties with regard to (a) and (e) above.

12. CONTINGENT LIABILITIES

To the best knowledge of the Purchaser, (i) there are no outstanding guarantees or contingent payment obligations of the Purchaser Group in respect of indebtedness of third parties other than those disclosed in the financial statements of the Purchaser Group published on the website of the Stock Exchange; and (ii) each member of the Purchaser Group is in compliance in all material respects with all of its obligations under any outstanding guarantees or contingent payment obligations as disclosed in the financial statements of the Purchaser Group published on the website of the Stock Exchange.

13. OFF-BALANCE SHEET ARRANGEMENTS

No member of the Purchaser Group has engaged in any off-balance sheet transactions, and neither the Purchaser nor any other member of the Purchaser Group has any relationships with unconsolidated entities that facilitate the transfer of or access to assets by the Purchaser or any other member of the Purchaser Group, such as structured finance entities and special purpose entities.

14. AUDITORS

The auditors who audited the financial statements of the Purchaser and the Consolidated Purchaser Group and the notes thereto and delivered an audit report thereon for the financial year ended March 31, 2023, are independent reporting accountants with respect to the Purchaser and the Consolidated Purchaser Group as described in the audit report. The current auditors of the Purchaser and the Consolidated Purchaser Group are independent reporting accounts with respect to the Purchaser and the Consolidated Purchaser Group.

15. TAXES AND ASSESSMENTS

All returns, reports and filings and relevant supporting documents for taxation

purposes which ought to have been made by or in respect of the Purchaser and each other member of the Purchaser Group as required by all applicable laws and regulations have been made, and all such returns, reports and filings are up to date, correct, comply with tax laws and regulations, and on a proper basis.

16. TITLE

Each member of the Purchaser Group has valid and legally enforceable rights to use, occupy and possess all property and assets which are used in the conduct of the business now operated by it (the “**Purchaser Assets**”). There are no Encumbrances or interests, conditions, planning consents, orders, regulations, defects or other restrictions affecting any of such Purchaser Assets.

17. APPROVALS

17.1 Each member of the Purchaser Group possesses all material Approvals issued by, and have made all declarations and filings with, all appropriate national, state, local and other governmental agencies and regulatory bodies, all exchanges and all courts and other tribunals, domestic and foreign, necessary to own or lease, as the case may be, and to construct, develop and operate the Purchaser Assets and to conduct the business now operated by it.

17.2 Each member of the Purchaser Group is in compliance with the terms and conditions of all such Approvals.

17.3 All of such Approvals are valid and in full force and effect.

17.4 None of the members of the Purchaser Group has received any notice of proceedings relating to the revocation or modification of any such Approvals or is otherwise aware that any such revocation or modification is contemplated or threatened.

18. INTELLECTUAL PROPERTY

Each member of the Purchaser Group legally owns or possesses all material intellectual property necessary for the carrying on of the business operated by it in each country where it operates. No member of the Purchaser Group has received any notice or is otherwise aware of any infringement of or conflict in any jurisdiction with asserted rights of others with respect to any such intellectual property. The material information and communications technologies used by the Purchaser Group, including hardware, proprietary and third party software (other than off-the-shelf software), services, networks, peripherals and associated documentation were procured and have been used in a lawful manner.

19. MATERIAL CONTRACTS

Save as disclosed by the Purchaser, no member of the Purchaser Group is a party to any agreement or arrangement (other than entered in the ordinary course of business):

- (a) which establishes any joint venture, consortium, partnership or profit (or loss) sharing agreement or arrangement;

- (b) which involves any non-competition undertaking granted by a member of the Purchaser Group to a third party;
- (c) which was entered into by it or by which it or any of its property may be bound, otherwise than by way of bargain at arm's length;
- (d) which provides for payments to or by a member of the Purchaser Group in excess of RMB250 million (or the equivalent in other currencies) in a single transaction;
- (e) which cannot be performed within its terms within 12 months after the date on which it was entered into or cannot terminate on less than 3 months' notice; or
- (f) under the terms of which, as a result of the entry into and performance of this Agreement (i) any other party will be entitled to be relieved of any material obligation or become entitled to exercise any material right (including any termination or pre-emptive right or other option); or (ii) any member of the Purchaser Group will be in material default; or (iii) a liability or obligation of a member of the Purchaser Group is likely to be created or increased.

20. LITIGATION

Save as disclosed by the Purchaser, there are no material pending legal or regulatory actions or proceedings against or affecting any member of the Purchaser Group or any of their respective assets, and to the best knowledge of the Purchaser, no such legal or regulatory actions or proceedings are threatened or contemplated.

21. INSURANCE

Each member of the Purchaser Group has in place all insurance policies necessary for the conduct of its business as currently operated and for compliance with all requirements of law, such policies are in full force and effect, and all premiums with respect thereto have been paid, and no notice of cancellation or termination has been received with respect to any such policy, and each member of the Purchaser Group has complied in all material respects with the terms and conditions of such policies.

22. INSOLVENCY

All members of the Purchaser Group are, and have at all times been, solvent and no order has been made, or so far as the Purchaser is aware, no petition has been presented to any Governmental Entity or meeting convened for the winding up of any member of the Purchaser Group, or for the appointment of any provisional liquidator or in relation to any other process whereby the business is terminated and the assets of any member of the Purchaser Group are distributed amongst the creditors and/or shareholders or other contributors and no events have occurred or circumstances exist which, under applicable laws, would be reasonably likely to justify or result in any of the foregoing.

23. DEFAULT

No member of the Purchaser Group is in material breach of or in material default (nor has any event occurred which, with the giving of notice and/or the passage of time and/or the fulfilment of any other requirement would result in a material default) under: (i) any law or regulation; or (ii) any material contract or agreement to which any member of the Purchaser Group is a party and each such contract or agreement constitutes valid, binding and enforceable obligations of the parties thereto.

24. ENVIRONMENTAL LAWS

Each member of the Purchaser Group (i) is in material compliance with all permits, licenses or other approvals and standards required of it under applicable Environmental Laws to conduct the business now operated by it; and (ii) has not received notice of any actual or potential liability under any Environmental Law.

25. LABOUR DISPUTES

No material strike, labour dispute or negotiation regarding a claim of material importance with the employees of the Purchaser Group or with any trade union or other body representing the employees or the former employees of each member of the Purchaser Group exists or is imminent. There is no existing or, to the best knowledge of the Purchaser, imminent labour disturbance by the employees of any of the principal suppliers, manufacturers or contractors of any member of the Purchaser Group.

26. INFORMATION

26.1 All information supplied or disclosed in writing by the Purchaser or its representatives to the Vendor, its agents or professional advisers in connection with the transactions contemplated by this Agreement is in every material respect true and accurate and not misleading and all forecasts, opinions and estimates relating to each member of the Purchaser Group so supplied or disclosed have been made after due, careful and proper consideration, are based on reasonable assumptions and represent reasonable and fair expectations honestly held based on facts known to such persons (or any of them).

26.2 No member of the Purchaser Group is in possession of information which, having regard to the facts and circumstances existing at the date of this Purchaser Warranty is given, would be regarded as “inside information” (as such term is defined in the SFO) which has not been disclosed by the Purchaser through public announcements published on the website of the Stock Exchange (other than information in connection with the transactions contemplated by this Agreement).

26.3 Neither the Purchaser nor any of its subsidiaries is or will be at any time up until immediately after the termination of this Agreement or the Completion Date (whichever is the earlier), engaged in insider dealing for the purposes of sections 270 and 291, or other market misconduct offences under the provisions of Division 3 of Part XIV of the SFO.

27. ANNOUNCEMENTS

With respect to all the announcements (as may have been amended or clarified by any subsequent announcement) issued by the Purchaser in the period of 24 months immediately before the date of this Agreement: (i) all statements contained therein were in every material respect true and accurate and not misleading; (ii) all opinions and intentions expressed in them were honestly held, were reached after considering all relevant circumstances and were based on reasonable assumptions; and (iii) there were no other facts omitted so as to make any such statement or expression in any of the announcements misleading in any material respect or which would or might have been material in the context in which the announcements were made.

28. OTHER TRANSACTIONS

Other than those transactions which have been publicly announced by the Purchaser in accordance with Rule 2.07C of the Listing Rules prior to the date of this Agreement, no member of the Purchaser Group is a party to any other transaction which, if executed in accordance with its terms, has or will have a Purchaser Material Adverse Effect.

29. STABILISATION

(i) No member of the Purchaser Group or any person acting on its or their behalf has, and (ii) to the best knowledge of the Purchaser, none of its Affiliates (other than a Group Company or the Vendor) or any person acting on its or their behalf has, taken or will take, directly or indirectly, any action designed to cause or result in, or that has constituted or which could reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or illegal manipulation of the price of any security of the Purchaser.

30. DIRECTED SELLING EFFORTS

None of the Purchaser, its Affiliates or any person acting on its or their behalf has engaged in any “directed selling efforts” (as defined in Regulation S) with respect to the Consideration Shares.

SCHEDULE 4
THE PURCHASER'S SHARE CAPITAL

The Purchaser's Share Capital Structure as of the Date of this Agreement

| | |
|---|---|
| Authorised share capital | HK\$200,000,000 divided into 20,000,000,000 fully paid Shares |
| Issued and fully-paid up share capital | 13,533,499,542 Shares |
| The maximum number of Shares which may be issued pursuant to the Purchaser Share Award Scheme: | 1,350,800,354 |
| The number of Shares which the directors of the Purchaser are authorised to issue pursuant to a general mandate granted to them by the general meeting on August 11, 2023 | 2,706,655,708 Shares |
| The number of Shares issued on or prior to the date of this Agreement and the number of Shares which may be issued pursuant to any securities carrying the right to purchase or subscribe for Shares issued on or prior to the Completion Date, pursuant to the general mandate referred to above | 0 Share |

**EXHIBIT A
FORM OF APPLICATION FOR SHARES**

Date: [●]

Alibaba Health Information Technology Limited
26/F, Tower One
Times Square
1 Matheson Street
Causeway Bay
Hong Kong

Attention: Board of Directors

Dear Sirs,

SUBSCRIPTION FOR SHARES

Capitalised terms used herein shall have the same meanings as defined in the share purchase agreement dated November 28, 2023 and entered into between Alibaba Health Information Technology Limited (the “**Purchaser**”) and us relating to the sale and purchase of the entire share capital of the Company (the “**Share Purchase Agreement**”).

In consideration of us transferring to the Purchaser the Sale Shares pursuant to the Share Purchase Agreement, we write to apply for [●] Purchaser Shares subject to the memorandum and bye-laws of the Purchaser.

We hereby request the Purchaser to register [our name/the name of our nominee] as set out below on the branch register of members of the Company in Hong Kong in accordance with the memorandum and bye-laws of the Company:

Registered owner and address

[●]

No. of Purchaser Shares

[●]

You are authorised and requested to allot and issue the Purchaser Shares to the registered owner named above and deliver the definitive share certificates representing the Consideration Shares to us at [●], [●] Hong Kong (marked for the attention of [●]) whose receipt shall be a sufficient discharge of your obligations for the delivery to us of such certificates.

Yours faithfully,

For and on behalf of
Taobao Holding Limited

Name:

Title:

EXHIBIT B

EXECUTED EXCLUSIVE SERVICES FRAMEWORK AGREEMENT

Attached.

独家服务框架协议

本独家服务框架协议（以下简称“本协议”）由以下各方于 2023 年 11 月 27 日签订：

甲方：杭州精准健康信息科技有限公司

地址：浙江省杭州市余杭区五常街道爱橙街 1 号 7 幢 315

乙方：杭州阿里妈妈软件服务有限公司

地址：浙江省杭州市余杭区五常街道文一西路 969 号 6 幢 2 层 201 室

鉴于

A. 乙方是杭州阿里妈妈网络技术有限公司的一家附属公司。杭州阿里妈妈网络技术有限公司及其附属公司（合称为“阿里妈妈”）是淘天集团旗下用于承接淘宝平台和天猫平台营销业务并收取相应营销服务费的主体。甲方将按照本协议的约定向阿里妈妈提供营销审核服务和营销增值服务并获得相应服务对价。

B. 各方同意并保证根据已从其联系人（依照《香港联合交易所有限公司证券上市规则》第一章第 1.01 条之定义）或附属公司（视情况而定）取得的授权，促使各方的联系人或附属公司履行本协议的条款。

C. 经各方共同协商，根据所适用的相关法律法规的规定，一致达成本协议如下各条款，以资共同遵照执行。

一、 定义

除非本协议另有书面约定，本协议项下的专有名词及术语具有如下含义及释义：

“淘天集团”是指阿里巴巴集团旗下的商业集团，旗下拥有淘宝平台、天猫平台、天猫国际、淘宝直播、天猫超市、淘宝买菜等业务，提供线上零售交易、数字营销等服务。

“淘宝平台”指由淘天集团旗下公司包括淘宝（中国）软件有限公司、浙江淘宝网络有限公司（合称“淘宝”）提供互联网信息服务及相关的软件、技术支持的电子商务平台网站及软件客户端，网址为 www.taobao.com（或根据淘宝业务需要不时修改

的 URL，包括但不限于计算机互联网或移动设备互联网的 URL）。

“天猫平台”指由淘天集团旗下公司包括浙江天猫技术有限公司、浙江天猫网络有限公司（合称“天猫”）提供互联网信息服务及相关的软件、技术支持的电子商务平台网站及软件客户端，网址为 www.tmall.com（或根据天猫业务需要不时修改的 URL，包括但不限于计算机互联网或移动设备互联网的 URL）。

“天猫国际”指淘天集团旗下的跨境进口业务，包括进口零售、分销、直营、和现货大贸，载体为电子商务平台网站、移动应用程序内的频道、自营店铺、商品分销系统和推广平台等。

“天猫超市”指淘天集团旗下公司开设的以“天猫超市”为品牌的所有自营店铺，含为前述自营店铺提供运营支持的供应商管理平台和营销推广平台等。

“阿里健康”是指阿里健康信息技术有限公司（港交所股票代码：00241）及其现在及未来的全部附属公司（依照《上市规则》第一章第 1.01 条之定义）的合称。

“营销代理商”是指受委托代理品牌方或商户其营销业务的自然人、法人或其他组织。

“营销”是指在中华人民共和国境内，商品经营者或者服务提供者通过一定媒介和形式直接或者间接地介绍自己所推销的商品或者服务的商业活动。

“关联方”是，就特定主体而言，指直接地或通过一家或多家中间机构间接地控制该特定主体、受控于该特定主体，或与该特定主体共同受控于他人的任何其他主体。

“商户”指于淘宝平台或天猫平台上经营商品或服务的法律实体。

“医疗健康类目”是指在根据阿里健康与阿里巴巴集团控股有限公司之有关附属公司在本协议日期前已签订且生效的相关协议里约定的范围内，阿里妈妈授权阿里健康开展营销审核工作的类目。在本协议中特指附件 1 所列类目的最后一级类目。

“主营类目”是指根据商户入驻协议、规则 and 标准由系统自动识别出的商户店铺主要经营的商品或服务的性质及类别。

“效果营销”是指阿里妈妈通过直通车、万相台等产品，以帮助商户提升经营业绩为目的，而提供的营销产品及服务的总称。

“品牌营销”是指阿里妈妈通过品销宝等投放产品，以提高品牌曝光率和知名度为目的，而提供的营销产品及服务的总称。

“营销审核服务”是指对医疗健康类目下商品和服务的效果营销和品牌营销的营销素材及其相应资质进行审核的服务。

“独家营销审核权”是指在医疗健康类目下，甲方享有的独家地向阿里妈妈提供营销审核服务的权利。

“营销服务费”是指阿里妈妈（含乙方）就效果营销和品牌营销所收取的各类服务费用的总称，其具体呈现形式包括但不限于阿里妈妈就其提供的效果类和品牌推广类营销软件服务以及未来可能时不时出现的其他形式的营销软件服务所收取的软件服务费、技术服务费等。

“营销审核服务费”是指在医疗健康类目下，甲方基于其通过营销类素材审核系统向阿里妈妈提供的营销审核服务和营销增值服务而向阿里妈妈（含乙方）收取的服务费的总称。

二、 服务内容

1. 甲方在本协议期限内向阿里妈妈提供的服务包括：

- (1) 独家营销审核服务：在医疗健康类目下，通过营销类素材审核系统，独家对商户、品牌方和/或营销代理商通过阿里妈妈投放、推广、营销的商品和/或服务的效果营销和品牌营销的营销素材及其相应资质进行审核；
- (2) 营销增值服务：在阿里妈妈书面授权的范围，按照阿里妈妈的标准和要求，为主营类目为医疗健康类目的商户、品牌方和/或营销代理商提供前述类目下开展营销及推广的咨询、建议和答疑，促进阿里妈妈营销推广业务增长。

2. 倘若阿里妈妈未来向商户提供其他相同类型的营销推广服务，涉及医疗健康类目下的营销素材及其相应资质的审核，亦由甲方负责审核并按照本协议约定营销审核服务费收取标准进行相应的费用收取。

3. 甲方及其关联方应规范商户、品牌方和/或营销代理商在医疗健康类目下的商品或服务的营销推广链路和/或渠道，引导商户、品牌方和/或营销代理商通过阿里妈妈开展营销推广，共同提高商户、品牌方和/或营销代理商在阿里妈妈的营销推广投

入。

三、 服务费用、定价及支付

1. 乙方应按独立交易原则确定的公允价向甲方提供本协议约定下的服务而支付营销审核服务费用。乙方向甲方应付的营销审核服务费为：阿里妈妈（含乙方）收取的主营类目为医疗健康类目的商户在前述类目下商品推广的营销服务费收入的 20%。
2. 营销审核服务费的支付方式为：按季度支付，具体结算交易金额以每季度双方对账同意确认后的金额为准。乙方分别在每季度结束且收到甲方开具相应服务费金额和对应类型的服务增值税专用发票后的 15 个工作日内将应付的营销审核服务费支付到甲方指定的收款账户。
3. 双方同意为本协议约定的服务合作设置过渡期，在过渡期内，甲方及其关联方不向阿里妈妈（含乙方）收取服务费用，直至甲方书面通知乙方过渡期届满，并在过渡期届满之日起向乙方收取相应的服务费用。
4. 税费：双方应各自负责并支付其自身因履行本协议而在适用法律项下产生的税费。

四. 协议期限

1. 本协议自各方法定代表人或授权代表签字并加盖公章之日（“生效日期”）生效。
2. 本协议有效期为三年。在协议到期前 6 个月，双方应启动续签沟通和相应工作，及时完成续签和必要的审批流程，包括甲方须按照其届时遵守的法律法规要求的申报、公告及股东批准等的规定。

五. 权利义务

（一）甲方的权利、义务：

1. 甲方应按照本协议约定及其不时经修订及重述的最新版本及双方签署的具体业务合作协议约定提供服务。
2. 依据阿里妈妈制定及不时调整的营销工具或产品、及其对应的营销规则及相关管理规定，以及阿里妈妈的审核分工安排和质量要求，开展营销素材及其相应资质审核服务。

3. 依据法律法规要求以及阿里妈妈相关营销规则和审核规定，依法合规地开展营销素材及其相应资质审核服务，承担因审核不力造成的后果及责任，包括阿里妈妈及其关联方的行政处罚及民事赔偿。
4. 在与阿里妈妈约定的数据信息受托处理规范内，依法合规地处理、使用相关数据（具体见附件 2，以下简称“数据受托处理规范”），并承担数据合规管理责任。
5. 甲方享有对商户、品牌方和/或营销代理商通过阿里妈妈投放的医疗健康类目下商品和服务的效果营销和品牌营销的营销素材及其相应资质的独家审核权，即阿里妈妈或淘天集团的其他主体亦不得再自建甲方独家营销审核权下的商品和服务的营销审核管理职能，也不与任何第三方达成任何甲方独家营销审核权下商品和服务的营销审核服务合作或交易。
6. 符合相关程序和要求的前提下，在甲方及其关联方与阿里妈妈或淘天集团协商一致后，双方对医疗健康类目下的营销业务进行共建，并合理分担营销业务因市场环境变化、开拓市场和外部渠道而产生的成本。
7. 在本协议有效期内，除非获得阿里妈妈书面同意，甲方及其关联方均不向商户、品牌方和/或营销代理商提供在医疗健康类目下用于广告、营销推广服务及投放链路各环节中的产品和/或服务，也不与任何第三方达成医疗健康类目下为商户、品牌方和/或营销代理商提供上述业务和/或广告、营销服务的合作及交易。
8. 若在本协议期间，就法律法规做出修改或更新，包括但不限于香港联交所对上市规则作出修改或更新，甲方有权要求淘天集团和阿里妈妈尽合理商业努力修改或更新本协议有关条款以使甲方及其关联方符合上市规则有关关联交易的要求；淘天集团和阿里妈妈应在合理可行的情况下尽合理商业努力配合并同意相关修改或更新，唯不得有损阿里妈妈或淘天集团的利益。

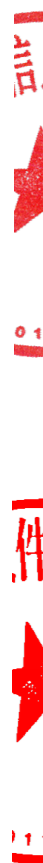
（二）阿里妈妈的权利、义务：

1. 制定医疗健康类目范围内的营销规则及相关管理、处罚规定，对通过各种途径发现营销推广计划中含有不符合规定的资质、素材内容，有权采取暂停推广、下线、扣分等处罚措施，并对医疗健康类目的在线推广计划进行反作弊等技术排查。
2. 制定并不时优化、更新甲方提供客户营销素材及其相应资质审核服务的工作范围、审核标准和工作流程等要求，定期抽查甲方的工作结果，对甲方提供的审核服务进

行验收和考核，并提出改进建议。

3. 阿里妈妈应为甲方行使独家营销审核权提供配合，包括向甲方提供营销审核服务所必需的产品权限，供甲方免费使用。但未经阿里妈妈书面同意，甲方及其关联方不得将该等审核管理产品及其权限转授权给第三方。
4. 阿里妈妈应在本协议生效后的 60 天内，以通知或公告等合理方式向商户和/或品牌方（如有）和/或营销代理商（如有）明确医疗健康类目下商品和服务推广的营销审核服务提供方为甲方和/或其指定的关联方。
5. 乙方需按本协议及具体业务合作协议的规定按时支付相关营销审核服务费。
6. 依据数据受托处理规范，向甲方提供营销审核服务开展所需的必要数据。
7. 如阿里妈妈或淘天集团对医疗健康类目的营销产品或服务的定价规则及费率的调整可能导致甲方利益出现不合理的重大损失的，则应在设置或调整前与甲方达成共识。
8. 阿里妈妈有权对甲方在本协议下提供的服务进行抽查检验，若发现甲方和/或实际提供本协议约定服务的关联方违反本协议约定及阿里妈妈相关审核规则或管理规范，甲方及其关联方应当接受阿里妈妈检查指导、扣分罚款等处罚措施（以阿里妈妈现有规则、规范及后续业务落地协议为准），建立改进计划，并根据阿里妈妈书面合理要求改正及接受检查验收（“检查验收”）。如果甲方和/或其关联方在检查验收后仍然持续出现违规审核情况且未能按照阿里妈妈的合理要求及说明的仍需纠正事项（如有）改正违规审核操作，则应补偿阿里妈妈及其关联方因此所承担的经济损失（如有）及第三方赔偿（如有）。

此外，若甲方和/或其关联方在提供本协议约定服务的过程中出现违反相关法律法规或本协议条款事件，导致出现“重大不利影响”的事件或情形，阿里妈妈有权以书面的形式通知甲方及其关联方在 15 天内予以纠正。如果甲方及其关联方在规定时间内未纠正完毕，阿里妈妈有权以书面通知的形式中止甲方及其关联方的独家营销审核权，直至甲方及其关联方通过纠正确保其提供的服务符合相关法律法规和本协议条款的要求（“中止期间”）。甲方及其关联方应在纠正后向阿里妈妈提出进行检查验收。阿里妈妈应尽快安排相关人员进行检查验收，不得以不合理的理由延迟或拒绝进行检查验收。阿里妈妈应在检查验收后向甲方及其关联方出具书面的检查验收结果，并向甲方及其关联方说明仍需纠正的事项（如有）。中止期间的营销审



核服务将由阿里妈妈、其关联方或其聘请独立第三方提供，同时在中止期间乙方将不予支付甲方及其关联方本协议约定的营销审核服务费。如果阿里妈妈聘请独立第三方提供营销审核服务的，独立第三方的费用将由甲方及其关联方全额承担。如果在阿里妈妈发出中止通知后 90 天内甲方及其关联方还未能纠正完善，则甲方和其关联方和阿里妈妈将依照相关的法律法规及本协议约定妥善商议处理，商议期间中止状态持续。

“重大不利影响”是指出现对阿里妈妈或淘天集团的财务状况、运营和/或资产造成重大不利影响的情形，包括但不限于以下情形：相关政府部门对阿里妈妈和/或淘天集团启动行政程序导致行政处罚（行政处罚金额超过 1250 万人民币）或行政命令（包括限制经营、停产停业、吊销或撤销营业执照及许可、以及责令整改等将导致前述同等程度的不利影响的措施），或对其主要管理人员追究行政处罚或刑事责任；或阿里妈妈和/或淘天集团承担的第三方赔偿的金额超过 1250 万人民币。

六. 法律适用及争议解决

1. 本协议受中华人民共和国法律管辖。
2. 一切因本协议引起的争议都应首先通过友好协商的形式解决；协商无果，任何一方都有权将争议提交杭州市余杭区人民法院通过诉讼解决。

七. 附则

1. 为执行本协议之约定，甲方将会与阿里妈妈的相关主体将会签署更为详细具体的业务合作协议。关于营销审核服务的具体服务内容、业务链路、审核要求及收费计算方式等详细条款以甲方提供审核服务的主体与阿里妈妈签署的且不时修订的最新版本的具体业务合作协议为准。但具体业务合作不得与本协议的条款冲突。
2. 双方均有权根据其自身业务调整情况将本协议项下的全部权利义务一并转移给其关联方，此种情况将会提前 30 天书面通知对方。
3. 本协议一式两份，协议方各执壹份为凭。

[本页以下无正文]

(本页无正文，仅为《独家服务框架协议》签章页)



甲方：杭州精准健康信息科技有限公司

(授权代表签字或公司盖章)

年 月 日

2023-11-27



乙方：杭州阿里妈妈软件服务有限公司

(授权代表签字或公司盖章)

年 月 日

2023-11-27

附件 1：医疗健康类目表

以下类目所涉及的平台和业务范围，以阿里健康与阿里巴巴集团控股有限公司之有关附属公司生效的协议安排为准，但不包括天猫国际和天猫超市。

| 一级类目 ID | 一级类目名称 | 二级/三级类目名称及 ID |
|-----------|---------------|-----------------------|
| 201273575 | OTC 药品/国际医药 | OTC 药品(50023720) |
| 122966004 | 处方药 | / |
| 50026800 | 保健食品/膳食营养补充食品 | 特殊医学用途配方食品(125112004) |
| | | 蓝帽子保健食品(201869702) |
| | | 普通膳食营养食品(125046003) |
| 50023721 | 医疗器械 | / |
| 50024153 | 计生用品 | / |
| 50023722 | 隐形眼镜/护理液 | / |
| 2813 | 成人用品/情趣用品 | / |
| 50023717 | 保健用品 | / |
| 50026535 | 医疗及健康服务 | / |
| 201230407 | 体检/医疗健康卡 | / |
| 127110013 | 疫苗服务 | / |
| 123690003 | 精致中药材 | / |
| 50020275 | 传统滋补营养品 | / |

附件 2：数据信息受托处理规范

数据信息受托处理规范

考虑到受托处理人（本协议下特指杭州精准健康信息科技有限公司及其关联方）在履行本协议项下义务过程中，需处理委托人提供或其他第三人向委托人提供的相关数据（包括但不限于商家信息、营销推广计划、营销素材及其相应资质等，以下可统称“**相关数据**”）。为规范**相关数据**委托处理事宜，维护相关数据主体的合法权益，保证用户个人信息，受托处理人同意严格按照本规范开展本协议项下的数据受托处理活动。

定义

1. **处理**：是指对数据进行的任何操作或一系列操作，包括但不限于：访问、收集、存储、使用、加工、传输、提供、公开、删除。
2. **处理者**：是指单独或者与其他方共同决定处理数据的目的和方式的实体。
3. **委托处理**：是指受托处理人依据本协议约定按处理者的指示进行的数据处理活动。
4. **适用数据保护法律**：主要是指中国适用的本协议生效前和生效后不时颁布生效的个人信息保护、网络安全、数据安全相关的法律和法规，包括但不限于《网络安全法》《消费者权益保护法》《数据安全法》《个人信息保护法》（仅为本协议之目的，为避免疑义，不包括香港特别行政区、澳门特别行政区及台湾地区的法律）。

在本规范中，“**个人信息主体**”、“**个人信息**”应具有适用数据保护法律下的定义。

1. 基础受托处理行为规范

- 1.1. 受托处理人仅代表处理者处理**相关数据**，处理者决定**相关数据**的处理的目的、方式、范围；受托处理人需提前通过书面方式向处理者进行分场景数据受托处理确认，提供场景、相关数据类型及字段（包括是否含有个人敏感信息）、处理目的及方式、处理地域、传输方式等内容，经处理者书面确认后，方可开展处理；
- 1.2. 除非处理者书面同意，受托处理人不得将**相关数据**提供给任何第三方，适用数据保护法律另行规定除外；
- 1.3. 受托处理人不得以将会导致处理者违反适用数据保护法律的方式处理**相关数据**；
- 1.4. 受托处理人在知晓处理者的书面指示违反适用数据保护法律时，应立即向处理者告知；
- 1.5. 受托处理人将为处理者履行与**相关数据**有关的适用数据保护法律下的义务提供必要协助；
- 1.6. 受托处理人将为处理者提供证明受托处理人符合本协议所需的所有合理信息；
- 1.7. 受托处理人在收到个人信息主体提出的与其处理的个人信息有关、其他数据相关主体提出的与其数据有关的任何询问、请求或投诉时，应及时通知处理者并提供完整细节，

除非得到处理者的授权，不得对此类请求或投诉做出回应；

1.8. 受托处理人在收到监管机关提出的关于**相关数据**处理的任何要求、通知或其他信息时，应立即通知处理者，并在与处理者确定后方可做出回应，但法律法规有相反规定的除外；

1.9. 受托处理人应当向处理者提供合理和及时的帮助以使处理者可以响应前述 1.7. 及 1.8. 款项下主体的诉求；

1.10. 受托处理人应当按照处理者的要求，向处理者提供为了证明处理者遵守适用数据保护法律等相关目的而需要的必要信息。

1.11. 受托处理人按照本规范的要求向处理者发出的任何通知均应以书面形式作出。

2. 数据安全保障规范

受托处理人应当按照适用数据保护法律、法规和国家标准的要求，建立适当的数据安全能力，落实必要的管理和技术措施，为**相关数据**尤其是个人信息提供充分的安全保障，防止**相关数据**遭受未经授权的使用、泄漏、损毁、丢失。这些措施应当考虑到现有技术水平，实施成本，处理的性质、范围、背景和目的，以及给个人信息主体等数据相关主体的权利和自由造成损害的风险的可能性。具体包括但不限于：

2.1. **数据合规和安全保障制度**。受托处理人应建立符合数据保护相关法律、法规和国家标准要求的数据合规和安全保障制度，并确保制度落地执行。

2.2. **场所及设施的权限控制**。受托处理人必须采取措施以防止对存放**相关数据**的场所和设备的未经授权的物理访问，例如权限控制系统，身份识别读卡器、磁卡及芯片卡，监控设备，设施出/入记录等。

2.3. **访问限制**。贯彻访问权限的人数最小化以及访问信息的数量最小化原则，仅供确有需要且经授权的员工访问，无必要或未经授权的人员不得访问**相关数据**及其处理系统，无论是物理接触还是逻辑访问。

2.4. **可用性控制**。受托处理人要采取措施确保**相关数据**得到保护而不受意外破坏或丢失，至少应包括以下内容：确保系统正常运行并报告故障，确保系统在发生中断后能够恢复，确保系统正常安装防病毒/防火墙系统，确保**相关数据**不会因系统故障而被损坏。

2.5. **加密和匿名化**。受托处理人应采用合理的商业物理安全技术和电子安全技术来创建和保护密码，以及采取匿名化处理。如存储个人敏感信息、与关键信息基础设施有关的信息、重要数据，数据处理方应使用行业标准加密工具实施加密措施。

2.6. **人员培训和保密**。受托处理人应培训相关人员（指其授权处理相关数据的任何人，包括员工等）了解其应履行的安全义务，使其至少了解数据分类，物理安全控制，安全操作和安全事件报告。并应在授权相关人员处理**相关数据**前，与其签署相应的保密协议，要求相关人员对数据处理活动全过程以及信息本身进行保密，确保相关人员受制于严格的保密义务，且不得允许任何不受制于该等保密义务的人处理相关数据。

2.7. **其他**。受托处理人应实施为履行本协议目的所必需的或处理者要求的其他安全保护措施，特别是中国法律、法规、国家标准针对处理与关键信息基础设施有关的信息和重要数据而提出的信息保护与安全要求。

3. 安全事件应急处理规范

受托处理人应当落实必要监测和响应措施，特别的，在知晓安全事件时，受托处理人应当：

3.1. **立即通知。**毫不迟延地通知处理者，并在处理者为履行适用数据保护法律下的安全事件上报义务而要求时向处理者提供所有上报所需的信息；

3.2. **尽职补救。**按照适用数据保护法律的要求采取尽可能充分的补救措施以降低安全事件的影响，且应当使处理者知晓与安全事件相关的进展；

3.3. **记录保存与提供。**保存一份包含安全事件的清单、相关情况、后果以及采取的补救措施的记录，并按照处理者的要求向处理者提供该记录。

4. 分包规范

4.1. 未经处理者的事先书面同意，受托处理人不得将**相关数据**的处理转委托他人进行。

4.2. 受托处理人经处理者授权进行转委托的，受托处理人应当：

4.2.1. 及时通知处理者关于分包人的委任或更换，在与受转委托处理的主体（以下简称“分包人”）开展合作前，向处理者提供拟开展合作的分包人的名单列表、分包范围和时间等信息，详尽描述分包人可能被要求开展的处理活动，以使处理者能够对该等委任或更换提出异议。

4.2.2. 与分包人签署本《数据信息受托处理规范》，通过协议或者其他书面方式确保该分包人承担不低于受托处理人的义务，且对分包人的全部行为（包括但不限于违法行为、过错或者故意行为）承担全部责任；

5. 信息跨境传输规范

未经处理者书面同意，受托处理人不应将**相关数据**向中华人民共和国以外的国家和地区提供。为避免歧义，在本协议项下，向香港、澳门或台湾地区的组织或个人提供**相关数据**，亦视为跨境传输。经处理者同意后，受托处理人向境外传输**相关数据**的，应当按照适用的法律法规，以及双方之间的合同约定（如有），如根据法律法规要求由指定部门进行评估的，应当在跨境传输前完成评估。

6. 合作到期处理规范

在本协议终止时，受托处理人应当立即停止处理**相关数据**并以处理者合理要求的方式和格式将相关信息返还；或者，经处理者明确指示，受托处理人应销毁其所掌握或控制的部分或全部信息，并向处理者提供销毁的证明。本要求在适用数据保护法律要求受托处理人留存部分或者全部信息的范围内不适用，在该等情况下，受托处理人应当仅将其受处理者委托处理的**相关数据**用于适用数据保护法律要求的目的。

7. 审计

受托处理人应当允许处理者或者处理者委派的第三方审计机构对受托处理人进行审计，以确认受托处理人处理**相关数据**是否符合适用数据保护法律和本规范的要求。受托处理人应向处理者的授权代表或者处理者委托的第三方提供进行该等审计必要的协助。

IN WITNESS WHEREOF, the Parties through their authorized representatives have executed this Agreement as of the date first above written.

Signed)
for and on behalf of)
ALIBABA HEALTH INFORMATION)
TECHNOLOGY LIMITED)

By: 
Name: TU Yanwu
Title: Director

Signed
for and on behalf of
TAOBAO HOLDING LIMITED

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)
)
)
)

By: 
Name: Zhang Jinwei
Title: Director