

A. FURTHER INFORMATION ABOUT OUR GROUP**1. Incorporation**

We were incorporated in the Cayman Islands as an exempted company with limited liability under the Cayman Companies Law on September 20, 2006. We have established a place of business in Hong Kong at 20th Floor, Jubilee Centre, 18 Fenwick Street, Wanchai, Hong Kong and have been registered as an oversea company under Part XI of the Hong Kong Companies Ordinance under the same address. Ms. Cindy Chow has been appointed as our agent for the acceptance of service of process and notices under the same address. As we are incorporated in the Cayman Islands, our corporate structure, and our Memorandum of Association and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant provisions of our Memorandum of Association and Articles of Association and certain relevant aspects of Cayman Islands Companies Law are set out in “Appendix VI — Summary of the Constitution of the Company and Cayman Islands Companies Law” to this prospectus.

2. Changes in share capital

As of the date of our incorporation, our authorized share capital was US\$50,000, divided into 50,000 shares of par value of US\$1.00 each. The following sets out the changes in our share capital since the date of our incorporation:

- (a) on September 20, 2006, our company was incorporated in the Cayman Islands with an authorized share capital of 50,000 ordinary shares of par value US\$1.00 per share. On September 20, 2006, one share was allotted and issued to Trident Nominees (Cayman) Ltd., and on September 26, 2006, one share was transferred from Trident Nominees (Cayman) Ltd. to Alibaba.com Corporation at a consideration of US\$1.00;
- (b) on October 12, 2007, the authorized capital of our company was increased from US\$50,000 divided into 50,000 shares of par value of US\$1.00 each to US\$50,000 divided into 50,000 shares of par value of US\$1.00 each and HK\$800,000 divided into 8,000,000,000 shares of par value of HK\$0.0001 each by the creation of an additional 8,000,000,000 shares of par value of HK\$0.0001 each.
- (c) on the same date, immediately after the increase of the authorized share capital took effect, Alibaba.com Corporation subscribed for and our company allotted and issued to Alibaba.com Corporation 4,825,000,000 shares of par value of HK\$0.0001 each in our company for a consideration of HK\$482,500.
- (d) on the same date, following the issue by our company of 4,825,000,000 shares of par value of HK\$0.0001 each to Alibaba.com Corporation, the original one share of par value of US\$1.00 held in the name of Alibaba.com Corporation was repurchased by our company at a repurchase price of US\$1.00, such repurchase being funded out of the capital of our company.
- (e) on the same date, immediately following the repurchase of the one share of par value of US\$1.00 from Alibaba.com Corporation, the authorized share capital of the Company was reduced by US\$50,000 by the cancellation of the 50,000 authorized but unissued shares of par value of US\$1.00 each, leaving an authorized capital of HK\$800,000 divided into 8,000,000,000 shares of par value of HK\$0.0001 each.

Our authorized share capital upon completion of the Global Offering will be HK\$800,000 divided into 8,000,000,000 shares of HK\$0.0001 par value each.

Save as disclosed in this Appendix, there has been no alteration in our share capital since the date of our incorporation.

3. Written resolutions of the shareholders of the company

Pursuant to the written resolutions passed by our sole shareholder on October 12, 2007:

- (1) conditional upon and with effect from Listing our amended and restated Memorandum and Association and Articles of Association, the terms of which are summarized in the section entitled “Appendix VI – Summary of the Constitution of the Company and Cayman Islands Companies Law” was adopted and approved as the new memorandum and articles of association of our company;
- (2) the change in our share capital described in 2(b)-(e) above was approved and the directors were instructed to arrange for the Registrar of Companies of the Cayman Islands to be notified of the alteration to our share capital;
- (3) the resignation of Yen Ping Ching, Samuel as a director was approved;
- (4) the election of Wei Zhe, David, Wu Wei, Maggie, Dai Shan, Trudy, Peng Yi Jie, Sabrina, Xie Shi Huang, Simon, Ma Yun, Jack, Tsuei, Andrew Tien Yuan, Tsou Kai Lien, Rose, Okada Satoshi, Long Yong Tu, Niu Gen Sheng, Kwauk Teh Ming, Walter as directors of our company in addition to the remaining existing director, Tsai Chung, Joseph, the appointment of Ma Yun, Jack as the chairman of the board of directors, the re-designation of Tsai Chung, Joseph as a non-executive director and the update of the our register of directors following such appointments were approved;
- (5) conditional upon (i) the Listing Committee of the Hong Kong Stock Exchange granting approval for, the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering and the exercise of subscription rights attaching to the options granted under the Share Option Scheme, together with the Shares to be issued under the RSU Scheme, subject to such modifications as may be approved by the directors or any committee thereof and (ii) the obligations of the Underwriters under the Hong Kong Underwriting Agreement and the International Placing Agreement becoming unconditional and not being terminated in accordance with the terms of the Hong Kong Underwriting Agreement and the International Placing Agreement or otherwise, in each case on or before the date falling 30 days after the date of this prospectus:
 - (a) the Global Offering was approved, and the directors (and such other person or persons as the directors may authorize for one or more of the purposes contemplated below at a duly convened meeting of the directors) were authorized to do all things and execute all documents in connection with or incidental to the Global Offering with such amendments or modifications (if any) as the directors may consider necessary or appropriate and to allot and issue, and to approve the transfer of, such number of Shares in connection with the Global Offering and any exercise of the Over-Allotment Option as they see fit, on the terms and conditions stated in this prospectus and the relevant Application Forms;
 - (b) the proposed listing of the Shares on the Hong Kong Stock Exchange was approved and the directors were authorized to do all the things and execute all documents to implement such listing;
 - (c) conditional further on the Hong Kong Stock Exchange granting approval of the listing of the 135,100,000 Shares to be issued upon the exercise of the options issued under our Share Option Scheme and the vesting of RSUs under our RSU Scheme, each of our Share Option Scheme and our RSU Scheme was approved and adopted, and the

directors, or any committee thereof established by the board were authorized to approve any amendments to our Share Option Scheme and/or our RSU Scheme as requested by the Hong Kong Stock Exchange or which they deem necessary and/or desirable, at their absolute discretion, to grant options and/or RSUs, as the case may be thereunder (up to the limits referred to in our Share Option Scheme and our RSU Scheme) and to allot, issue, list and deal in Shares pursuant to the exercise of any option which may be granted under our Share Option Scheme and/or upon the vesting of any RSU, and to take all such actions as they consider necessary or desirable to implement our Share Option Scheme and our RSU Scheme, subject to the conditions therein, and to vote on any matter connected therewith notwithstanding that they or any of them may be interested in our Share Option Scheme and/or our RSU Scheme; and

- (6) a general unconditional mandate was given to our directors to exercise all the powers of the company to repurchase Shares to be listed on the Stock Exchange or any other exchange on which our securities may be listed and which is recognized by the SFC and the Stock Exchange for this purpose with a total par value of not more than 10% of the aggregate par value of our share capital in issue immediately following the completion of the Global Offering;

The general mandate referred to in the paragraph (6) above will remain in effect until the earliest of: (i) the conclusion of our next annual general meeting; (ii) the expiration of the period within which our next annual general meeting is required to be held by our Articles of Association; and (iii) the revocation or variation of the mandate by an ordinary resolution of our shareholders in a general meeting.

4. Changes in share capital of our subsidiaries

Our subsidiaries are referred to in the accountants' report as set out in Appendix I. The following alterations in the share capital (or registered capital, as the case may be) of our subsidiaries have taken place within the two years preceding the date of this prospectus:

Alibaba.com Investment Holding Limited

On September 20, 2006, Alibaba.com Investment Holding Limited was incorporated in the British Virgin Islands with an authorized share capital of 50,000 ordinary shares of par value US\$1.00 per share.

Alibaba.com Investment Holding Limited is directly wholly owned by our company, and there has been no change of the share capital of Alibaba.com Investment Holding Limited since its date of incorporation.

Alibaba.com China Limited

On October 5, 2006, Alibaba.com China Limited was incorporated in Hong Kong with an authorized share capital of 10,000 ordinary shares of par value HK\$1.00 per share.

Upon incorporation, Harefield Limited was the sole shareholder of Alibaba.com China Limited. On October 11, 2006, Harefield Limited transferred one ordinary share, the entire issued share capital of Alibaba.com China Limited, to Alibaba.com Investment Holding Limited, a wholly-owned subsidiary of our company.

Alibaba.com Hong Kong Limited

On September 29, 1999, Alibaba.com Hong Kong Limited was incorporated in Hong Kong with an authorized share capital of 50,000,000 ordinary shares of par value HK\$1.00 per share.

Upon incorporation, Cobyrne Limited and Berycon Limited were each allotted and issued one share of Alibaba.com Hong Kong Limited. On October 26, 1999, Cobyrne Limited transferred its one share to Alibaba.com Corporation. On November 3, 1999, 3,900,000 shares were allotted and issued to Alibaba.com Corporation. On January 1, 2003, Berycon Limited transferred its one share to Joseph Tsai. On September 24, 2004, Joseph Tsai transferred his one share to Alibaba.com Corporation. Therefore by September 24, 2004, Alibaba.com Corporation held 3,900,002 shares, the entire issued share capital of Alibaba.com Hong Kong Limited. On January 2, 2007, Alibaba.com Corporation transferred 3,900,002 shares to Alibaba.com Investment Holding Limited, a wholly-owned subsidiary of our company.

Alibaba.com, Inc.

On February 25, 2000, Alibaba.com Inc. was incorporated in Delaware, USA with an authorized share capital of 10,000 ordinary shares of par value US\$0.001 per share.

Upon incorporation, Alibaba.com Corporation was the sole shareholder of Alibaba.com Inc. On January 2, 2007, Alibaba.com Corporation transferred 1,625 shares, the entire issued share capital of Alibaba.com Inc., to Alibaba.com Investment Holding Limited, a wholly-owned subsidiary of our company.

Inter Network Technology Limited

On July 1, 2003, Inter Network Technology Limited was incorporated in the British Virgin Islands with an authorized share capital of 50,000 ordinary shares of par value US\$1.00 per share.

Upon incorporation, Alibaba.com China Holding Limited was the sole shareholder of Inter Network Technology Limited. On January 2, 2007, Alibaba.com China Holding Limited transferred two shares, the entire issued share capital of Inter Network Technology Limited, to Alibaba.com China Limited, an indirectly wholly owned subsidiary of our company.

Alibaba.com Taiwan Holding Limited

On August 2, 2000, Alibaba.com Taiwan Holding Limited was incorporated in the British Virgin Islands with an authorized share capital of 50,000 ordinary shares of par value US\$1.00 per share.

Upon incorporation, Alibaba.com Corporation was the sole shareholder of Alibaba.com Taiwan Holding Limited. On May 14, 2007, Alibaba.com Corporation transferred one share, the entire issued share capital of Alibaba.com Taiwan Holding Limited, to Alibaba.com Investment Holding Limited, a wholly-owned subsidiary of our company.

Alibaba.com Japan Investment Holding Limited

On July 19, 2006, Alibaba.com Japan Investment Holding Limited was incorporated in the Cayman Islands with an authorized share capital of 50,000 ordinary shares of par value US\$1.00 per share.

Upon incorporation, Trident Nominees (Cayman) Limited was the sole shareholder of Alibaba.com Japan Investment Holding Limited. On July 25, 2006, Trident Nominees (Cayman) Limited transferred one ordinary share, the entire issued share capital of Alibaba.com Japan Investment Holding Limited, to Alibaba.com Corporation. On May 23, 2007, Alibaba.com Corporation transferred one share, the entire issued share capital of Alibaba.com Japan Investment Holding Limited, to Alibaba.com Investment Holding Limited, a wholly-owned subsidiary of our company.

Alibaba.com Japan Holding Limited

On March 8, 2000, Alibaba.com Japan Holding Limited was incorporated in the British Virgin Islands with an authorized share capital of 50,000 ordinary shares of par value US\$1.00 per share.

Upon incorporation, Alibaba.com Corporation was the sole shareholder of Alibaba.com Japan Holding Limited. On June 4, 2007, Alibaba.com Corporation transferred one share, the entire issued share capital of Alibaba.com Japan Holding Limited, to Alibaba.com Japan Investment Holding Limited, an indirectly wholly owned subsidiary of our company.

Alibaba (China) Technology Co., Ltd. (阿里巴巴(中國)網絡技術有限公司)

On September 9, 1999, Alibaba.com (Hangzhou) R&D Co., Ltd. (阿里巴巴(杭州)網絡技術發展有限公司) was established in the PRC with a registered capital of US\$1,000,000 and a total investment of US\$1,000,000.

On June 29, 2000, Alibaba.com (Hangzhou) R&D Co., Ltd. (阿里巴巴(杭州)網絡技術發展有限公司) received approval for the increase of its registered capital to US\$6,000,000 and the increase of its total investment to US\$12,000,000.

On July 17, 2000, Alibaba.com (Hangzhou) R&D Co., Ltd. (阿里巴巴(杭州)網絡技術發展有限公司) changed its name to Alibaba (China) Technology Co., Ltd. (阿里巴巴(中國)網絡技術有限公司).

On February 25, 2004, Alibaba (China) Technology Co., Ltd. received approval for the increase of its registered capital to US\$14,000,000 and increased its total investment to US\$25,000,000.

Upon incorporation, Alibaba.com China Holding Limited was the sole shareholder of Alibaba (China) Technology Co., Ltd. Effective as of April 11, 2007, Alibaba.com China Holding Limited transferred 100% of the equity interest in Alibaba (China) Technology Co., Ltd. to Alibaba.com China Limited, an indirectly wholly owned subsidiary of our company.

Alibaba (China) Software Co., Ltd. (阿里巴巴(中國)軟件有限公司)

On August 23, 2004, Alibaba (China) Software Co., Ltd. was incorporated in the PRC with a registered capital of US\$6,000,000 and a total investment of US\$12,000,000.

Upon incorporation, Alibaba.com China Holding Limited was the sole shareholder of Alibaba (China) Software Co., Ltd. Effective as of January 17, 2007, Alibaba.com China Holding Limited transferred 100% of equity interest in Alibaba (China) Software Co., Ltd. to Alibaba.com China Limited, an indirectly wholly owned subsidiary of our company.

Alibaba (Shanghai) Technology Co., Ltd. (阿里巴巴網絡科技(上海)有限公司)

On October 23, 2003, Alibaba (Shanghai) Technology Co., Ltd. was incorporated in the PRC with a registered capital of US\$140,000 and a total investment of US\$200,000.

Upon incorporation, Inter Network Technology Limited was the sole shareholder of Alibaba (Shanghai) Technology Co., Ltd. Alibaba (Shanghai) Technology Co., Ltd. became an indirectly wholly owned subsidiary of our company since January 2, 2007 when Inter Network Technology Limited became an indirectly wholly owned subsidiary of our company. There has been no change of the registered capital of Alibaba (Shanghai) Technology Co., Ltd. since its date of incorporation.

Hangzhou Alibaba Advertising Co., Ltd. (杭州阿里巴巴廣告有限公司) (formerly known as Hangzhou Alibaba Information Services Co., Ltd. (杭州阿里巴巴信息服務有限公司))

On December 7, 2006, Hangzhou Alibaba Information Services Co., Ltd. was incorporated in the PRC with a registered capital of RMB1,000,000.

Upon incorporation, Jack Ma contributed 80% of the registered capital and Simon Xie contributed 20% of the registered capital of Hangzhou Alibaba Information Services Co., Ltd.

On January 30, 2007, Simon Xie and Jin Jian Hang entered into an equity transfer agreement pursuant to which Simon Xie transferred to Jin Jian Hang his entire 20% of the registered capital of Hangzhou Alibaba Information Services Co., Ltd. Registration of the transfer with the Binjiang District Branch of the Hangzhou Administration for Industry and Commerce was completed on February 1, 2007.

On June 8, 2007, Simon Xie and Jin Jian Hang entered into an equity transfer agreement pursuant to which Jin Jian Hang transferred to Simon Xie his entire 20% of the registered capital of Hangzhou Alibaba Information Services Co., Ltd. Registration of the transfer with the Binjiang District Branch of the Hangzhou Administration for Industry and Commerce was completed on July 6, 2007.

On July 6, 2007, Hangzhou Alibaba Information Services Co., Ltd. changed its name to Hangzhou Alibaba Advertising Co., Ltd.

On September 29, 2007, Hangzhou Alibaba Advertising Co., Ltd. increased its registered capital from RMB1,000,000 to RMB10,000,000.

Beijing Sinya Online Information Technology Co., Ltd. (北京新雅在綫信息技術有限公司)

On March 16, 2004, Beijing Sinya Online Information Technology Co., Ltd. was incorporated in the PRC with a registered capital of US\$9,000,000 and a total investment of US\$20,000,000.

Upon incorporation, China Online Auctions Limited was the sole shareholder of Beijing Sinya Online Information Technology Co., Ltd. On April 20, 2006, China Online Auctions Limited transferred 100% of the shares in Beijing Sinya Online Information Technology Co., Ltd. to Alibaba.com China Holding Limited. On July 10, 2007, Alibaba.com China Holding Limited transferred 100% of the shares in Beijing Sinya Online Information Technology Co., Ltd. to Alibaba.com China Limited, an indirectly wholly owned subsidiary of our company.

Save as disclosed in this prospectus, there has been no other alteration in the share capital of our subsidiaries in the two years preceding the date of this prospectus.

5. Reorganization

For information with regard to our Reorganization, see “Our History and Reorganization — Our Reorganization”.

6. Share Repurchase Mandate

This section includes information relating to the repurchase of our Shares, including information required by the Hong Kong Stock Exchange to be included in this prospectus concerning such repurchase.

(a) Relevant Legal and Regulatory Requirements

The Listing Rules permit our shareholders to grant to our directors a general mandate to repurchase our Shares that are listed on the Hong Kong Stock Exchange. Such mandate is required to be given by way of an ordinary resolution passed by our shareholders in a general meeting.

(b) Shareholder Approval

All proposed repurchases of Shares (which must be fully paid up) must be approved in advance by ordinary resolutions of our shareholders in a general meeting, either by way of general mandate or by specific approval of a particular transaction.

On October 12, 2007, our directors were granted a general unconditional mandate to repurchase up to 10% of the aggregate par value of our share capital in issue immediately following the Global Offering on the Hong Kong Stock Exchange or on any other stock exchange on which our securities may be listed and which is recognized by the SFC and the Hong Kong Stock Exchange for this purpose. This mandate will expire at the earliest of (i) the conclusion of our next annual shareholders' general meeting, (ii) the date on which our next annual shareholders' general meeting is required by applicable laws and our Articles of Association to be held, and (iii) such mandate being revoked or varied by ordinary resolutions of our shareholders in a general meeting (the "**Relevant Period**").

(c) Source of Funds

Our repurchase of the Shares listed on the Hong Kong Stock Exchange must be funded out of funds legally available for the purpose in accordance with our Memorandum of Association and Articles of Association and the applicable laws of the Cayman Islands. We may not repurchase our Shares on the Hong Kong Stock Exchange for consideration other than cash or for settlement other than in accordance with the trading rules of the Hong Kong Stock Exchange. Subject to the foregoing, we may make repurchases with profits of our company or out of a new issuance of shares made for the purpose of the repurchase or, if authorized by our Articles of Association and subject to the Cayman Companies Law, out of capital and, in the case of any premium payable on the repurchase, out of profits of our company or from sums standing to the credit of the share premium account of our company or, if authorized by our Articles of Association and subject to the Cayman Companies Law, out of capital.

(d) Reasons for Repurchase

Our directors believe that it is in our and our shareholders' best interests for our directors to have general authority to execute repurchases of our shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made where our directors believe that such repurchases will benefit us and our shareholders.

(e) Funding of Repurchase

In repurchasing securities, we may only apply funds legally available for such purpose in accordance with our Memorandum of Association and Articles of Association, Cayman Companies Law and the Listing Rules.

On the basis of the current financial position of our company as disclosed in this prospectus and taking into account the current working capital position of our company, our directors believe that, if the Repurchase Mandate were to be exercised in full, it might have a material adverse effect on our working capital and/or the gearing position as compared with the position disclosed in this prospectus. However, our directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our company or the gearing levels which in the opinion of our directors are from time to time appropriate for us.

(f) *Share Capital*

The exercise in full of the current Repurchase Mandate, on the basis of 5,052,356,500 Shares in issue immediately after the Global Offering, could accordingly result in up to 505,235,650 Shares being repurchased by us during the Relevant Period.

(g) *General*

None of our directors nor, to the best of their knowledge having made all reasonable inquiries, any of their associates (as defined in the Listing Rules) currently intends to sell any of our Shares to us or our subsidiaries.

Our directors have undertaken to the Hong Kong Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules, the Memorandum of Association and Articles of Association, the Cayman Companies Law and any other applicable laws of the Cayman Islands.

If, as a result of any repurchase of our Shares, a shareholder's proportionate interest in our voting rights is increased, such increase will be treated as an acquisition for the purposes of the Hong Kong Code on Takeovers and Mergers (the "Takeovers Code"). Accordingly, a shareholder or a group of shareholders acting in concert could obtain or consolidate control of us and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code. Our directors are not aware of any consequences of repurchases which would arise under the Takeovers Code.

No connected person as defined by the Listing Rules has notified us that he or it has a present intention to sell his or its Shares to us, or has undertaken not to do so, if the repurchase mandate is exercised.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of material contracts

We have entered into the following contracts (excluding contracts entered into in the ordinary course of business) within the two years immediately preceding the date of this prospectus that are or may be material:

- (1) Business Transfer Agreement For The Transfer Of The Business Of Alibaba.com E-Commerce Corp. between Alibaba.com E-Commerce Corp. and Alibaba.com Hong Kong Limited dated January 2, 2007 in relation to the transfer of business assets and business intellectual property rights from Alibaba.com E-Commerce Corp. to Alibaba.com Hong Kong Limited;
- (2) Supplemental Deed to the Business Transfer Agreement dated January 2, 2007 for the transfer of the business of AliPay E-Commerce Corp. (formerly known as Alibaba.com E-Commerce Corp.) between AliPay E-Commerce Corp. and Alibaba.com Hong Kong Limited dated June 30, 2007 in relation to the amendments of certain terms in the Business Transfer Agreement;
- (3) Agreement for the Assignment of Contracts between Alibaba.com E-Commerce Corp. and Alibaba.com Hong Kong Limited dated January 2, 2007 for the assignment of contracts to Alibaba.com Hong Kong Limited;
- (4) Business Transfer Agreement between Zhejiang Alibaba E-Commerce Co., Ltd. (浙江阿里巴巴電子商務有限公司) and Alibaba Hangzhou dated July 27, 2007 in connection with the transfer by Zhejiang Alibaba E-Commerce Co., Ltd. of the assets, liabilities and operations related to the B2B Chinese website to Alibaba Hangzhou;
- (5) Design Contract for Alibaba Group Headquarters (阿里巴巴集團HQ項目設計合同) between (A) Alibaba China together with Zhejiang International Bid Company (浙江國際招(投)標公司), (B) Hassell Design Consulting (Shanghai) Limited (鏗曉設計諮詢(上海)有限公司) and (C) Zhejiang

- Province Construction Design Research Institute (浙江省建築設計研究院) dated December 11, 2006, and Amendment Agreement between Alibaba China, Hassell Design Consulting (Shanghai) Limited (鏗曉設計諮詢(上海)有限公司) and Zhejiang Province Construction Design Research Institute (浙江省建築設計研究院) dated April 10, 2007 related to the design of the headquarters of Alibaba Group to be set up in Binjiang District of Hangzhou Zhejiang province;
- (6) Transfer Agreement and Assignment between Alibaba.com Corporation and Alibaba.com Investment Holding Limited effective as of January 2, 2007, pursuant to which Alibaba.com Corporation transferred all of its shares in Alibaba.com, Inc. and all of the rights (to the extent they are assignable) and obligations as they apply to such shares to Alibaba.com Investment Holding Limited;
 - (7) Share Transfer Agreement by and between China Online Auctions Ltd. and Alibaba.com China Holding Limited dated March 10, 2006, pursuant to which China Online Auctions Ltd. transferred the entire equity interest in Beijing Sinya Online Information Technology Co., Ltd. (北京新雅在綫信息技術有限公司) to Alibaba.com China Holding Limited;
 - (8) Equity Transfer Agreement between Alibaba.com China Holding Limited (阿里巴巴中國控股有限公司) and Alibaba.com China Limited dated December 11, 2006, pursuant to which Alibaba.com China Holding Limited transferred the entire equity interest in Alibaba Software to Alibaba.com China Limited;
 - (9) Equity Transfer Agreement between Alibaba.com China Holding Limited (阿里巴巴中國控股有限公司) and Alibaba.com China Limited (阿里巴巴網絡中國有限公司) dated May 29, 2007, pursuant to which Alibaba.com China Holding Limited transferred the entire equity interest in Beijing Sinya Online Information Technology Co., Ltd. (北京新雅在綫信息技術有限公司) to Alibaba.com China Limited;
 - (10) Equity Transfer Agreement between Alibaba.com China Holding Limited (阿里巴巴中國控股有限公司) and Alibaba.com China Limited dated December 11, 2006 and the Amendment Agreement dated June 18, 2007, in connection with the transfer of the entire equity interest in Alibaba China by Alibaba.com China Holding Limited to Alibaba.com China Limited;
 - (11) Assignment Agreement between China Online Auctions Limited and Alibaba.com China Limited dated June 22, 2007, pursuant to which China Online Auctions Limited assigned all its rights in the loan agreement for a loan for US\$1,728,988 made by it to Beijing Sinya Online Information Technology Co., Ltd (北京新雅在綫信息技術有限公司) to Alibaba.com China Limited;
 - (12) Assignment Agreement between China Online Auctions Limited and Alibaba.com China Limited dated June 22, 2007, pursuant to which China Online Auctions Limited assigned all its rights in the loan agreement for a loan for US\$2,800,000 made by it to Beijing Sinya Online Information Technology Co., Ltd (北京新雅在綫信息技術有限公司) to Alibaba.com China Limited;
 - (13) District Investment Agreement between the People's Government of Binjiang District, Hangzhou City and Alibaba China dated December 18, 2005, pursuant to which the People's Government of Binjiang District granted land to Alibaba China for industrial use;
 - (14) Loan Agreement entered into by Ma Yun, Xie Shi Huang and Alibaba China dated October 12, 2007, pursuant to which Alibaba China granted interest free loans in the amount of RMB8,000,000 and RMB2,000,000 to Ma Yun and Xie Shi Huang respectively, which loans may only be used for the investment in Alibaba Hangzhou;
 - (15) Call Option Agreement entered into by Ma Yun, Xie Shi Huang, Alibaba China and Alibaba Hangzhou dated October 12, 2007, pursuant to which Alibaba China is granted the option to require Ma Yun and Xie Shi Huang to transfer their equity in Alibaba Hangzhou to Alibaba China or its designated entity(ies) or individual(s) at a price equal to the higher of the actual paid up capital in Alibaba Hangzhou or the minimum payment as required by the law. Alibaba China also has the option under this agreement to require Alibaba Hangzhou to transfer its asset(s) to Alibaba China or its designated entity(ies) or individuals at a price equal to the higher of the net book value of such asset(s) or the minimum payment as required by law;

- (16) Proxy Agreement for Shareholders' Voting Rights entered into by Ma Yun, Xie Shi Huang, Alibaba China and Alibaba Hangzhou dated October 12, 2007, pursuant to which Ma Yun and Xie Shi Huang irrevocably authorized the individuals designated by Alibaba China to exercise the shareholders rights in Alibaba Hangzhou including attending shareholders' meetings and exercising voting rights;
- (17) Equity Pledge Agreement entered into by Ma Yun, Xie Shi Huang, Alibaba China and Alibaba Hangzhou dated September 30, 2007, pursuant to which Ma Yun and Xie Shi Huang granted to Alibaba China, a continuing first priority security interest over their respective equity interest in Alibaba Hangzhou and under which Alibaba China is entitled to exercise its right to sell the security interest upon the breach of any Structure Contract;
- (18) Business Cooperation Agreement for the China marketplace website entered into by Alibaba China, Alibaba Hong Kong and Alibaba Hangzhou dated October 12, 2007, pursuant to which Alibaba Hangzhou agreed to, amongst other, provide Internet information services to implement the online provision of services developed and provided by Alibaba China and share and exchange contents and information of the China marketplace website with the international marketplace website;
- (19) Exclusive Technical Services Agreement entered into by Alibaba Hangzhou and Alibaba China dated October 12, 2007, pursuant to which Alibaba China will provide exclusive technical services to Alibaba Hangzhou necessary for the operation of its business and Alibaba Hangzhou pays a fee to Alibaba China;
- (20) Agreement on the Procedure to Amend the Structure Contracts entered into by Alibaba China and Alibaba.com Limited dated October 2007 pursuant to which Alibaba China irrevocably undertook not to amend or terminate any provisions of the Structure Contracts unless approved by the independent directors of Alibaba.com Limited;
- (21) A Deed of Indemnity entered into by Alibaba.com Corporation and Alibaba.com Limited dated October 19, 2007, whereby Alibaba.com Corporation agreed to give certain indemnities in relation to tax and other matters in favour of Alibaba.com Limited, its subsidiaries and Alibaba Hangzhou;
- (22) A Non-Competition Deed entered into by Alibaba.com Corporation and Alibaba.com Limited dated October 19, 2007, pursuant to which Alibaba.com Corporation provided certain non-compete undertakings to Alibaba.com Limited;
- (23) Assignment of Trademarks entered into by Alibaba.com Corporation, Zhejiang Alibaba E-Commerce Co., Ltd. and Alibaba.com Limited dated October 19, 2007 pursuant to which Alibaba.com Corporation and Zhejiang Alibaba E-Commerce Co., Ltd. assigned certain B2B-related trademarks to Alibaba.com Limited;
- (24) Assignment of Trademarks entered into by Alibaba China, Alibaba.com China Holding Limited, Zhejiang Alibaba E-Commerce Co., Ltd. and Alibaba.com Corporation, dated October 19, 2007 pursuant to which Alibaba China, Alibaba.com China Holding Limited, and Zhejiang Alibaba E-Commerce Co., Ltd. assigned certain trademarks to Alibaba.com Corporation;
- (25) Assignment of Trademarks and Domain Names entered into by Alibaba China, Zhejiang Alibaba E-Commerce Co., Ltd., Alibaba Hangzhou and Alibaba.com Corporation dated October 19, 2007 pursuant to which Alibaba China and Zhejiang Alibaba E-Commerce Co., Ltd. assigned certain trademarks and domain names relating to the "Alibaba" brand name to Alibaba Hangzhou;
- (26) House Brand Head License and Management Agreement entered into by Alibaba.com Corporation and Alibaba.com Limited dated October 19, 2007 pursuant to which the Company is granted a licence to use and will pay a portion of the costs incurred by Alibaba.com Corporation for the maintenance, enforcement and management of, the house brand trademarks and domain names;

- (27) Technology and Intellectual Property Framework License Agreement entered into by Alibaba.com Corporation and Alibaba.com Limited dated October 19, 2007 pursuant to which Alibaba.com Corporation granted to the Company a license to use certain patents, pending patents, and related know-how, and agreed to grant to the Company, immediately upon its request, a sub-license for use of third-party intellectual property rights licensed to Alibaba.com Corporation (to the extent permissible) in relation to the Company's B2B Internet e-commerce business;
- (28) Investment Agreement entered into by Yahoo! and Alibaba.com Limited dated October 21, 2007 pursuant to which mutual non-compete undertakings were provided by the parties;
- (29) The Hong Kong Underwriting Agreement between Alibaba.com Limited, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited, Deutsche Bank AG, Hong Kong Branch, the persons named in Schedule 1 (the Hong Kong Underwriters) and Alibaba.com Corporation dated October 22, 2007, relating to the Hong Kong Public Offering of 128,835,500 Shares of par value HK\$0.0001 each in Alibaba.com Limited;
- (30) The Cornerstone Placing Agreement dated October 12, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Yahoo!, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Yahoo! agreed to acquire our Shares in the amount of HK\$776,000,000;
- (31) The Cornerstone Placing Agreement dated October 12, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, AIG Global Investment Corporation (Asia) Ltd., Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which AIG Global Investment Corporation (Asia) Ltd. agreed to acquire our Shares in the amount of HK\$271,600,000 and the Supplemental Agreement between the same parties dated October 18, 2007 to amend Schedule 1 of the Cornerstone Placing Agreement, which relates to (i) the calculation of the number of Shares to be acquired, (ii) the aggregate Offer Price payable, and (iii) the adjustment to (i) and (ii) in the event of a clawback;
- (32) The Cornerstone Placing Agreement dated October 20, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Foxconn (Far East) Limited, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Foxconn (Far East) Limited agreed to acquire our Shares in the amount of HK\$271,600,000;
- (33) The Cornerstone Placing Agreement dated October 12, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Baldonna Investments Limited, Peter Woo Kwong Ching, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Baldonna Investments Limited agreed to acquire our Shares in the amount of HK\$232,800,000 and the Supplemental Agreement between the same parties dated October 18, 2007 to amend Schedule 1 of the Cornerstone Placing Agreement, which relates to (i) the calculation of the number of Shares to be acquired, (ii) the aggregate Offer Price payable, and (iii) the adjustment to (i) and (ii) in the event of a clawback;
- (34) The Cornerstone Placing Agreement dated October 12, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Finawood Investments Limited, Giant Central Investments Limited, Walter Kwok Ping Sheung, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Finawood Investments Limited agreed to acquire our Shares in the amount of HK\$232,800,000 and the Supplemental Agreement between the same parties dated October 18, 2007 to amend Schedule 1 of the Cornerstone Placing Agreement, which relates to (i) the calculation of the number of Shares to be acquired, (ii) the aggregate Offer Price payable, and (iii) the adjustment to (i) and (ii) in the event of a clawback;

- (35) The Cornerstone Placing Agreement dated October 12, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Honeybush Limited, Kerry Holdings Limited, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Honeybush Limited agreed to acquire our Shares in the amount of HK\$232,800,000 and the Supplemental Agreement between the same parties dated October 18, 2007 to amend Schedule 1 of the Cornerstone Placing Agreement, which relates to (i) the calculation of the number of Shares to be acquired, (ii) the aggregate Offer Price payable, and (iii) the adjustment to (i) and (ii) in the event of a clawback;
- (36) The Cornerstone Placing Agreement dated October 18, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Cisco Systems International B.V., Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Cisco Systems International B.V. agreed to acquire our Shares in the amount of HK\$155,200,000; and
- (37) The Cornerstone Placing Agreement dated October 12, 2007 entered into among Alibaba.com Limited, Alibaba.com Corporation, Industrial and Commercial Bank of China (Asia) Limited, Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited and Deutsche Bank AG, Hong Kong Branch pursuant to which Industrial and Commercial Bank of China (Asia) Limited agreed to acquire our Shares in the amount of HK\$155,200,000 and the Supplemental Agreement between the same parties dated October 18, 2007 to amend Schedule 1 of the Cornerstone Placing Agreement, which relates to (i) the calculation of the number of Shares to be acquired, (ii) the aggregate Offer Price payable, and (iii) the adjustment to (i) and (ii) in the event of a clawback.



2. Intellectual property rights

As of the Latest Practicable Date, we own or license the following intellectual property rights.









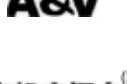
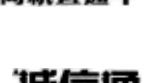



A. Trademarks








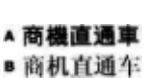

(a) Trademarks we own


- (i) As of the Latest Practicable Date, we own certain registered trademarks, details of which are as follows:

| <u>Trademarks</u> | <u>Name of Registered Owner (after transfers completed)</u> | <u>Place of Registration</u> | <u>Class</u> | <u>Registration Number</u> | <u>Next Renewal Date (DD/MM/YYYY)</u> |
|---|---|------------------------------|--------------|----------------------------|---------------------------------------|
|  | Hangzhou Alibaba Advertising Co., Ltd. (PRC) | PRC | 38 | 1472000 | 06/11/2010 |
|  | Hangzhou Alibaba Advertising Co., Ltd. (PRC) | PRC | 38 | 3068449 | 06/05/2013 |

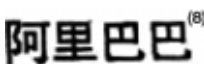
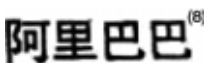
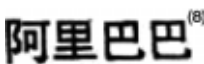
(ii) As of the Latest Practicable Date, there are certain registered trademarks which are in the process of being assigned to us, details of which are as follows:

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YYYY) |
|---|--|--------------------------|-------|------------------------|-----------------------------------|
|  | Alibaba.com Limited | PRC | 35 | 1964506 | 02/02/2013 |
|  | Alibaba.com Limited | PRC | 41 | 3130729 | 20/08/2013 |
|  | Alibaba.com Limited | PRC | 42 | 3130733 | 13/07/2013 |
|  | Alibaba.com Limited | PRC | 35 | 1964499 | 20/02/2014 |
|  | Alibaba.com Limited | PRC | 41 | 3130728 | 27/09/2013 |
|  | Alibaba (China) Technology Co., Ltd. | PRC | 42 | 3130732 | 27/09/2013 |
|  | Alibaba.com Limited | PRC | 41 | 3130730 | 13/03/2016 |
|  | Alibaba.com Limited | PRC | 42 | 3130731 | 27/09/2015 |
|  | Alibaba.com Limited | PRC | 35 | 3796323 | 20/03/2016 |
|  | Alibaba.com Limited | PRC | 9 | 3796319 | 06/11/2015 |
|  | Alibaba.com Limited | Hong Kong | 35 | 2004B04146 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 42 | 2003B13372 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 35 | 2004B04023 | 18/07/2009 |








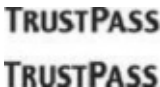
| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YYYY) |
|---|--|--------------------------|-------------------|------------------------|-----------------------------------|
|  | Alibaba.com Limited | Hong Kong | 42 | 2003B13373 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 35 | 200404147 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 42 | 200313374 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 35 | 2004B04148 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 42 | 2003B13375 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 35 | 2004B04149 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 42 | 2003B13376 | 18/07/2009 |
|  | Alibaba.com Limited | Hong Kong | 9, 35, 38, 42 | 300114984 | 20/11/2013 |
| 商機直通車 | Alibaba.com Limited | Singapore | 9 | T03/19600H | 12/11/2013 |
| 商機直通車 | Alibaba.com Limited | Singapore | 35 | T03/19601F | 12/11/2013 |
| 商機直通車 | Alibaba.com Limited | Singapore | 38 | T03/19602D | 12/11/2013 |
| 商機直通車 | Alibaba.com Limited | Singapore | 42 | T03/19603B | 12/11/2013 |
| TRUSTPASS | Alibaba.com Limited | United States | 9 | 2,841,362 | 11/05/2014 |
| TRUSTPASS | Alibaba.com Limited | United States | 35, 36, 38, 42 | 2,888,518 | 28/09/2014 |
|  | Alibaba.com Limited | United States | 9 | 2,846,249 | 25/05/2014 |

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YYYY) |
|---|--|--------------------------|-------------------|------------------------|-----------------------------------|
|  | Alibaba.com Limited | United States | 35, 36, 38, 42 | 2,888,519 | 28/09/2014 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Australia | 35, 36, 38, 42 | 1086550 | 18/11/2015 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Japan | 35, 36, 38, 42 | 4993123 | 06/10/2016 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Singapore | 42 | T05/23402J | 18/11/2015 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Singapore | 35 | T05/23396B | 18/11/2015 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Singapore | 36 | T05/23399G | 18/11/2015 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Singapore | 38 | T05/23401B | 18/11/2015 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Taiwan | 36 | 1247833 | 15/01/2017 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Taiwan | 38 | 1247891 | 15/01/2017 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Taiwan | 42 | 1248004 | 15/01/2017 |
| GLOBAL TRADE STARTS HERE | Alibaba.com Limited | Taiwan | 35 | 1263399 | 15/05/2017 |
| GLOBAL BUSINESS TO BUSINESS E-MARKET! | Alibaba.com Limited | Indonesia | 35 | 469431 | 21/01/2010 |























(iii) As of the Latest Practicable Date, there are certain pending trademark applications which are currently held in the name of Alibaba (China) Technology Co., Ltd. (PRC) and which will be owned by Hangzhou Alibaba Advertising Co., Ltd. upon registration, details of which are as follows:






















| Trademarks | Name of Applicant | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|-----------------------|-------|--------------------|-------------------------------|
|  | Alibaba (China) Technology Co., Ltd. (PRC) | PRC | 35 | 3068446 | 14/01/2002 |
|  | Alibaba (China) Technology Co., Ltd. (PRC) | PRC | 38 | 3068450 | 14/01/2002 |
|  | Alibaba (China) Technology Co., Ltd. (PRC) | PRC | 38 | 2021927 | 08/12/1999 |





















(iv) As of the Latest Practicable Date, we own certain pending trademarks, details of which are as follows:


| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--------------------------------------|-----------------------|-------------------|--------------------|-------------------------------|
|  | Alibaba.com Limited | Taiwan | 9, 35, 36, 38, 42 | 96 (35566) | 26/07/2007 |
|  | Alibaba.com Limited | Taiwan | 9, 35, 36, 38, 42 | 96 (35567) | 26/07/2007 |
|  | Alibaba.com Limited | Singapore | 9 | T07/16325B | 27/07/2007 |
|  | Alibaba.com Limited | Singapore | 35 | T07/16327I | 27/07/2007 |
|  | Alibaba.com Limited | Singapore | 36 | T07/16329E | 27/07/2007 |
|  | Alibaba.com Limited | Singapore | 38 | T07/16330I | 27/07/2007 |
|  | Alibaba.com Limited | Singapore | 42 | T07/16331G | 27/07/2007 |
|  | Alibaba.com Limited | Singapore | 9 | T07/16309J | 27/07/2007 |

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|--|--|--------------------------|-------------------------|-----------------------|----------------------------------|
| TRUSTPASS TRUSTPASS | Alibaba.com Limited | Singapore | 35 | T07/16310D | 27/07/2007 |
| TRUSTPASS TRUSTPASS | Alibaba.com Limited | Singapore | 36 | T07/16311B | 27/07/2007 |
| TRUSTPASS TRUSTPASS | Alibaba.com Limited | Singapore | 38 | T07/16312J | 27/07/2007 |
| TRUSTPASS TRUSTPASS | Alibaba.com Limited | Singapore | 42 | T07/16313I | 27/07/2007 |
|  | Alibaba.com Limited | Singapore | 9 | T07/16314G | 27/07/2007 |
|  | | | | | |
|  | Alibaba.com Limited | Singapore | 35 | T07/16315E | 27/07/2007 |
|  | | | | | |
|  | Alibaba.com Limited | Singapore | 36 | T07/16316C | 27/07/2007 |
|  | | | | | |
|  | Alibaba.com Limited | Singapore | 38 | T07/16317A | 27/07/2007 |
|  | | | | | |
|  | Alibaba.com Limited | Singapore | 42 | T07/16318Z | 27/07/2007 |
|  | | | | | |
|  TRUSTPASS | Alibaba.com Limited | Japan | 9, 35, 36, 38, 42 | 2007-91706 | 27/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Malaysia | 9 | 07015616 | 10/08/2007 |

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|--------------------------|-------------------------|-----------------------|----------------------------------|
|  TRUSTPASS | | | | | |
|  TRUSTPASS | Alibaba.com Limited | Malaysia | 35 | 07015617 | 10/08/2007 |
|  TRUSTPASS | | | | | |
|  TRUSTPASS | Alibaba.com Limited | Malaysia | 36 | 07015618 | 10/08/2007 |
|  TRUSTPASS | | | | | |
|  TRUSTPASS | Alibaba.com Limited | Malaysia | 38 | 07015619 | 10/08/2007 |
|  TRUSTPASS | | | | | |
|  TRUSTPASS | Alibaba.com Limited | Malaysia | 42 | 07015620 | 10/08/2007 |
|  TRUSTPASS | | | | | |
|  TRUSTPASS | Alibaba.com Limited | Korea | 9 | 2007-40373 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Korea | 35 | 2007-20406 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Korea | 36 | 2007-20402 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Korea | 38 | 2007-20404 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Korea | 42 | 2007-20403 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Pakistan | 9 | 239662 | 28/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Pakistan | 35 | 239663 | 28/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Pakistan | 36 | 239664 | 28/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Pakistan | 38 | 239665 | 28/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Pakistan | 42 | 239666 | 28/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | New Zealand | 9, 35, 36, 38, 42 | 773010 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Philippines | 9, 35, 36, 38, 42 | 04-2007-008199 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Australia | 9, 35, 36, 38, 42 | 1190746 | 31/07/2007 |








| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|----------------------------|-------------------------|-----------------------|----------------------------------|
|  TRUSTPASS | Alibaba.com Limited | India | 9, 35, 36, 38, 42 | 1585760 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Argentina | 9 | 2762371 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Argentina | 35 | 2762372 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Argentina | 36 | 2762373 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Argentina | 38 | 2762374 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Argentina | 42 | 2762375 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Brazil | 9 | 829281428 | 03/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Brazil | 35 | 829281444 | 03/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Brazil | 36 | 829281479 | 03/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Brazil | 38 | 829281452 | 03/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Brazil | 42 | 829281460 | 03/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Canada | 9, 35, 36, 38, 42 | 1358496 | 26/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Chile | 9 | 783376 | 02/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Chile | 35, 36, 38, 42 | 783377 | 02/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Colombia | 9 | 7081824 | 10/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Colombia | 35 | 7081845 | 10/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Colombia | 36 | 7081844 | 10/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Colombia | 38 | 7081843 | 10/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | Colombia | 42 | 7081840 | 10/08/2007 |
|  TRUSTPASS | Alibaba.com Limited | European Union (CTM) | 9, 35, 36, 38, 42 | 6140041 | 26/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Israel | 9 | 202590 | 29/07/2007 |

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|--------------------------|-------------------------|-----------------------|----------------------------------|
|  TRUSTPASS | Alibaba.com Limited | Israel | 35 | 202591 | 29/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Israel | 36 | 202597 | 29/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Israel | 38 | 202592 | 29/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Israel | 42 | 202594 | 29/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Mexico | 9 | 872171 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Mexico | 35 | 872172 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Mexico | 36 | 872173 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Mexico | 38 | 872174 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Mexico | 42 | 872175 | 31/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Russian Federation | 9, 35, 36, 38, 42 | 2007/723251 | 30/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | South Africa | 9 | 07/16852 | 27/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | South Africa | 35 | 07/16853 | 27/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | South Africa | 36 | 07/16854 | 27/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | South Africa | 38 | 07/16855 | 27/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | South Africa | 42 | 07/16856 | 27/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Switzerland | 9, 35, 36, 38, 42 | 58140/2007 | 26/07/2007 |
|  TRUSTPASS | Alibaba.com Limited | Thailand | 9 | 675365 | 05/10/2007 |
|  TRUSTPASS | Alibaba.com Limited | Thailand | 35 | 675366 | 05/10/2007 |
|  TRUSTPASS | Alibaba.com Limited | Thailand | 36 | 675367 | 05/10/2007 |
|  TRUSTPASS | Alibaba.com Limited | Thailand | 38 | 675368 | 05/10/2007 |

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|--------------------------|------------------------------------|--|----------------------------------|
|  | Alibaba.com Limited | Thailand | 42 | 675369 | 05/10/2007 |
| A. 商人的网站 B. 商人的網站 | Alibaba.com Limited | Hong Kong | 9, 16, 25, 35, 38, 41, 42 | 300969256 | 09/10/2007 |
| 商人的网站 商人的網站 | Alibaba.com Limited | Singapore | 9, 16, 25, 35, 38, 41, 42 | Awaiting official filing receipt from Trademark Office | 10/10/2007 |
| 商人的网站 | Alibaba.com Limited | US | 9, 16, 25, 35, 38, 41, 42 | 77/300505 | 10/10/2007 |
| 商人的網站 | Alibaba.com Limited | Taiwan | 9, 16, 25, 35, 38, 41, 42 | 96(47947) | 11/10/2007 |

(v) As of the Latest Practicable Date, there are certain pending trademarks which are in the process of being assigned to us, details of which are as follows:

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|--|--|--------------------------|-------|-----------------------|----------------------------------|
|  ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 5154906 | 13/02/2006 |
| 诚信通 ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 5154904 | 13/02/2006 |
| 诚信通 ⁽²⁾ | Alibaba.com Limited | PRC | 35 | 5154903 | 13/02/2006 |
| TRUSTPASS ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 5154905 | 13/02/2006 |
| TRUSTPASS ⁽³⁾ | Alibaba.com Limited | PRC | 35 | 1964503 | 20/08/2001 |
| 中国供应商 ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 5674300 | 23/10/2006 |
| 中国供应商 ⁽²⁾ | Alibaba.com Limited | PRC | 35 | 5674299 | 23/10/2006 |

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|--|--|--------------------------|-------|--|--|
| 中国供应商 ⁽²⁾ | Alibaba.com Limited | PRC | 42 | 5674298 | 23/10/2006 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 5960102 | 26/03/2007 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 35 | 5960101 | 26/03/2007 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 38 | 5960100 | 26/03/2007 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 39 | 5960099 | 26/03/2007 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 41 | 5960098 | 26/03/2007 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 42 | Awaiting official filing receipt from Trademark Office | Awaiting official filing receipt from Trademark Office |
| 商机直通车 ⁽²⁾ | Alibaba.com Limited | PRC | 42 | 3796322 | 12/11/2003 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 4006398 | 09/04/2004 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 35 | 4006388 | 09/04/2004 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 36 | 4006386 | 09/04/2004 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 38 | 4006384 | 09/04/2004 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 39 | 4006382 | 09/04/2004 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 41 | 4006380 | 09/04/2004 |
|  ⁽²⁾ | Alibaba.com Limited | PRC | 42 | 4005983 | 09/04/2004 |
| smatching ⁽²⁾ | Alibaba.com Limited | PRC | 9 | 5960121 | 26/03/2007 |
| smatching ⁽²⁾ | Alibaba.com Limited | PRC | 35 | 5960120 | 26/03/2007 |
| smatching ⁽²⁾ | Alibaba.com Limited | PRC | 38 | 5960119 | 26/03/2007 |
| smatching ⁽²⁾ | Alibaba.com Limited | PRC | 39 | 5960118 | 26/03/2007 |
| smatching ⁽²⁾ | Alibaba.com Limited | PRC | 41 | 5960117 | 26/03/2007 |

APPENDIX VII

STATUTORY AND GENERAL INFORMATION

| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|---|----------------------------------|-----------------------------|--|--|
| smatching ⁽²⁾ | Alibaba.com Limited | PRC | 42 | Awaiting official filing receipt from Trademark Office | Awaiting official filing receipt from Trademark Office |
| A.  ⁽²⁾ | Alibaba.com Limited | Hong Kong | 9, 35, 38, 39, 41, 42 | 300855540 | 20/04/2007 |
| B.  ⁽²⁾ | | | | | |
| A.  ⁽²⁾ | Alibaba.com Limited | Hong Kong | 9, 35, 38, 39, 41, 42 | 300855531 | 20/04/2007 |
| B.  ⁽²⁾ | | | | | |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | European Union (CTM) | 9, 35, 36, 38, 41, 42 | 6039655 | 26/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Hong Kong | 9, 35, 36, 38, 41, 42 | 300897968 | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Singapore | 9 | T07/14251D | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Singapore | 35 | T07/14252B | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Singapore | 36 | T07/14253J | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Singapore | 38 | T07/14254I | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Singapore | 41 | T07/14255G | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Singapore | 42 | T07/14256E | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | Taiwan | 9, 35, 36, 38, 41, 42 | (96) 29851 | 25/06/2007 |
| GOLD SUPPLIER ⁽²⁾ | Alibaba.com Limited | United States | 9, 35, 36, 38, 41, 42 | 77/214399 | 25/06/2007 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Brazil | 35 | 827,967,896 | 06/12/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Brazil | 36 | 827,967,780 | 06/12/2005 |

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STATUTORY AND GENERAL INFORMATION












| Trademarks | Assignee (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|--|---|----------------------------------|-------------------|-------------------------------|--|
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Brazil | 38 | 827,967,772 | 06/12/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Brazil | 42 | 827,967,888 | 06/12/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Canada | 35, 36, 38, 42 | 1,282,832 | 29/11/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | European Union (CTM) | 35, 36, 38, 42 | 4,736,121 | 22/11/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | India | 35, 36, 38, 42 | 1400592 | 21/11/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | United States | 35, 36, 38, 42 | 78/649,982 | 14/06/2005 |
| GLOBAL TRADE ⁽²⁾ STARTS HERE | Alibaba.com Limited | Vietnam | 35, 36, 38, 42 | 4-2005-17,046 | 14/12/2005 |

(b) Trademarks licensed to our Group

- (i) As of the Latest Practicable Date, we are licensed to use certain registered trademarks, details of which are as follows:




| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|-------------------------------------|---|----------------------------------|--------------|--------------------------------|---|
| 阿里巴巴 | Alibaba.com Corporation | PRC | 30 | 1072264 | 06/08/2007 |
| 阿里巴巴 | Alibaba.com Corporation | PRC | 29 | 1078919 | 13/08/2007 |
| Alibaba ⁽⁴⁾⁽⁵⁾⁽⁶⁾ | Alibaba.com Corporation | PRC | 38 | 3068451 | 06/02/2015 |
| 阿里巴巴 | Alibaba.com Corporation | PRC | 32 | 1083646 | 20/08/2007 |
| 阿里巴巴 | Alibaba.com Corporation | PRC | 9 | 1658394 | 27/10/2011 |
| 阿里巴巴 | Alibaba.com Corporation | PRC | 41 | 3068456 | 13/07/2014 |
| Alibaba | Alibaba.com Corporation | PRC | 41 | 3068457 | 27/04/2013 |
| Alibaba ⁽⁵⁾ | Alibaba.com Corporation | PRC | 42 | 3068458 | 27/04/2013 |

| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|-------|---------------------|------------------------------|
|  | Alibaba.com Corporation | PRC | 42 | 3068460 | 27/04/2013 |
|  | Alibaba.com Corporation | PRC | 41 | 3068455 | 27/04/2013 |
|  | Alibaba.com Corporation | PRC | 39 | 3068454 | 06/05/2013 |
|  | Alibaba.com Corporation | PRC | 35 | 3068448 | 13/02/2014 |
|  | Alibaba.com Corporation | PRC | 42 | 1483994 | 27/11/2010 |
|  | Alibaba.com Corporation | PRC | 35 | 1483443 | 27/11/2010 |
|  | Alibaba.com Corporation | PRC | 39 | 1723922 | 27/02/2012 |
|  | Alibaba.com Corporation | PRC | 18 | 1740654 | 06/04/2012 |
|  | Alibaba.com Corporation | PRC | 25 | 1705134 | 27/01/2012 |
|  | Alibaba.com Corporation | PRC | 9 | 1686208 | 20/12/2011 |
|  | Alibaba.com Corporation | PRC | 16 | 1720868 | 27/02/2012 |
|  | Alibaba.com Corporation | PRC | 42 | 1764627 | 06/05/2012 |
| 网商 | Alibaba.com Corporation | PRC | 9 | 4006399 | 20/08/2016 |
| 西湖论剑 ⁽³⁾ | Alibaba.com Corporation | PRC | 41 | 3005811 | 06/04/2013 |











| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|------------|---------------------|------------------------------|
| 我的生意 | Alibaba.com Corporation | PRC | 9 | 1702124 | 20/01/2012 |
|  | Alibaba.com Corporation | PRC | 9 | 4048811 | 06/09/2017 |
|  | Alibaba.com Corporation | PRC | 35 | 4048812 | 06/07/2017 |
|  | Alibaba.com Corporation | PRC | 36 | 4048813 | 06/07/2017 |
|  | Alibaba.com Corporation | PRC | 38 | 4048814 | 06/07/2017 |
|  | Alibaba.com Corporation | PRC | 39 | 4048815 | 06/07/2017 |
|  | Alibaba.com Corporation | PRC | 41 | 4048816 | 06/07/2017 |
|  | Alibaba.com Corporation | PRC | 42 | 4049194 | 06/07/2017 |
| ALIBABA | Alibaba.com Corporation | Argentina | 38 | 2127292 | 15/11/2016 |
| ALIBABA.COM | Alibaba.com Corporation | Argentina | 35 | 1,836,649 | 10/07/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Argentina | 42 | 1,836,658 | 10/07/2011 |
|  | Alibaba.com Corporation | Argentina | 35 | 1,830,634 | 22/05/2011 |
|  | Alibaba.com Corporation | Argentina | 42 | 1,830,636 | 22/05/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Australia | 35, 42 | 810380 | 14/10/2009 |
|  | Alibaba.com Corporation | Australia | 35, 42 | 810378 | 14/10/2009 |
| ALIBABA | Alibaba.com Corporation | Benelux | 9, 38 | 785,432 | 08/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | Benelux | 35, 38, 42 | 671,603 | 27/09/2009 |
|  | Alibaba.com Corporation | Benelux | 35, 38, 42 | 686,086 | 21/06/2010 |
| 阿里巴巴 | Alibaba.com Corporation | Benelux | 35, 38, 42 | 710,963 | 05/06/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Brazil | 35 | 822,420,899 | 31/01/2016 |
| ALIBABA.COM | Alibaba.com Corporation | Brazil | 42 | 822,420,902 | 13/12/2015 |
| ALIBABA | Alibaba.com Corporation | Cambodia | 9 | KH22,461/05 | 16/08/2015 |

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STATUTORY AND GENERAL INFORMATION

| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|---|------------------------------|---------------|----------------------------|-------------------------------------|
| ALIBABA | Alibaba.com Corporation | Cambodia | 35 | KH22,462/05 | 16/08/2015 |
| ALIBABA | Alibaba.com Corporation | Cambodia | 38 | KH22,463/05 | 16/08/2015 |
| ALIBABA | Alibaba.com Corporation | Cambodia | 42 | KH22,464/05 | 16/08/2015 |
| ALIBABA.COM | Alibaba.com Corporation | Canada | 35, 42 | TMA594,225 | 06/11/2018 |
|  | Alibaba.com Corporation | Canada | 35, 42 | TMA595,271 | 20/11/2018 |
| ALIBABA | Alibaba.com Corporation | Chile | 9 | 745904 | 11/01/2016 |
| ALIBABA | Alibaba.com Corporation | Chile | 38 | 747001 | 18/01/2016 |
| ALIBABA.COM | Alibaba.com Corporation | Chile | 35, 42 | 569,952 | 13/06/2010 |
|  | Alibaba.com Corporation | Chile | 35, 42 | 569,891 | 12/06/2010 |
| ALIBABA | Alibaba.com Corporation | Colombia | 9 | 312,064 | 21/02/2016 |
| ALIBABA | Alibaba.com Corporation | Colombia | 35 | 312,067 | 21/02/2016 |
| ALIBABA | Alibaba.com Corporation | Colombia | 38 | 312,068 | 21/02/2016 |
| ALIBABA | Alibaba.com Corporation | Colombia | 42 | 312,065 | 21/02/2016 |
| ALIBABA | Alibaba.com Corporation | Ecuador | 9 | 2,762-06 | 14/06/2016 |
| ALIBABA | Alibaba.com Corporation | Ecuador | 35 | 1,014-06 | 14/06/2016 |
| ALIBABA | Alibaba.com Corporation | Ecuador | 38 | 1,015-06 | 14/06/2016 |
| ALIBABA | Alibaba.com Corporation | Ecuador | 42 | 1,013-06 | 14/06/2016 |
| ALIBABA.COM | Alibaba.com Corporation | Egypt | 35 | 130,072 | 25/01/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Egypt | 42 | 130,073 | 25/01/2010 |
|  | Alibaba.com Corporation | Egypt | 35 | 130,076 | 25/01/2010 |
| ALIBABA | Alibaba.com Corporation | European Union (CTM) | 9, 35, 38, 42 | 4,534,319 | 11/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | European Union (CTM) | 35, 38, 42 | 1,332,899 | 05/10/2009 |

| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|--|--|-----------------------|--------------------|---------------------|------------------------------|
|  | Alibaba.com Corporation | European Union (CTM) | 35, 38, 42 | 1,393,628 | 22/11/2009 |
| 阿里巴巴 | Alibaba.com Corporation | European Union (CTM) | 35, 38, 42 | 2,246,627 | 07/06/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Hong Kong | 35, 38, 42 | 200210370AA | 12/12/2017 |
|  | Alibaba.com Corporation | Hong Kong | 35, 38, 42 | 200200220AA | 12/12/2017 |
| 阿里巴巴 | Alibaba.com Corporation | Hong Kong | 35, 38, 42 | 200210372AA | 12/12/2017 |
| A  商機搜索 商機搜索 | Alibaba.com Corporation | Hong Kong | 9, 35, 38, 42 | 300391987 | 23/03/2015 |
| B  商機搜索 商機搜索 | | | | | |
| A  商業搜索 商業搜索 | Alibaba.com Corporation | Hong Kong | 9, 35, 38, 42 | 300391996 | 23/03/2015 |
| B  商業搜索 商業搜索 | | | | | |
| A  企業搜索 企業搜索 | Alibaba.com Corporation | Hong Kong | 9, 35, 38, 42 | 300392012 | 23/03/2015 |
| B  企業搜索 企業搜索 | | | | | |
| A  西湖論劍 | Alibaba.com Corporation | Hong Kong | 42 | 200208913 | 28/11/2008 |
| B  西湖论剑 | | | | | |
| A  西湖論劍 | Alibaba.com Corporation | Hong Kong | 41 | 200209889 | 28/11/2008 |
| B  西湖论剑 | | | | | |
| A.  阿里帶帶 | Alibaba.com Corporation | Hong Kong | 35, 38, 39, 41, 42 | 300836109 | 20/03/2017 |
| B.  阿里帶帶 | | | | | |
| C.  阿里幫幫 | | | | | |
| ALIBABA | Alibaba.com Corporation | India | 18 | 947361 | 11/08/2010 |
| ALIBABA.COM | Alibaba.com Corporation | India | 9 | 885829 | 08/11/2009 |
| ALIBABA.COM | Alibaba.com Corporation | India | 16 | 885827 | 08/11/2009 |
|  | Alibaba.com Corporation | India | 9 | 885825 | 08/11/2009 |







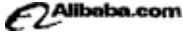

| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|---------------|---------------------|------------------------------|
|  | Alibaba.com Corporation | India | 16 | 885824 | 08/11/2009 |
| ALIBABA.COM | Alibaba.com Corporation | Indonesia | 35 | 469591 | 21/01/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Indonesia | 42 | 469592 | 21/01/2010 |
|  | Alibaba.com Corporation | Indonesia | 35 | 470873 | 18/02/2010 |
|  | Alibaba.com Corporation | Indonesia | 42 | 470874 | 18/02/2010 |
| ALIBABA | Alibaba.com Corporation | Iran | 9, 35, 38, 42 | 137641 | 15/08/2015 |
| ALIBABA | Alibaba.com Corporation | Israel | 9 | 182,010 | 10/07/2015 |
| ALIBABA | Alibaba.com Corporation | Israel | 38 | 182,011 | 10/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | Israel | 35 | 134,254 | 26/01/2021 |
| ALIBABA.COM | Alibaba.com Corporation | Israel | 42 | 134,255 | 26/01/2021 |
|  | Alibaba.com Corporation | Israel | 35 | 135,147 | 23/02/2021 |
|  | Alibaba.com Corporation | Israel | 42 | 135,148 | 23/02/2021 |
| ALIBABA.COM | Alibaba.com Corporation | Japan | 35, 42 | 4538751 | 25/01/2012 |
|  | Alibaba.com Corporation | Japan | 35, 42 | 4538753 | 25/01/2012 |
| Alibaba in Japanese アリババ (in katakana) | Alibaba.com Corporation | Japan | 35, 42 | 4659211 | 04/04/2013 |
| ALIBABA.COM | Alibaba.com Corporation | Korea | 9 | 0512395 | 14/02/2012 |
| ALIBABA.COM | Alibaba.com Corporation | Korea | 35 | 0061628 | 31/05/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Korea | 35 | 0070233 | 07/09/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Korea | 42 | 0077161 | 05/07/2012 |
|  | Alibaba.com Corporation | Korea | 9 | 0512394 | 14/02/2012 |
|  | Alibaba.com Corporation | Korea | 18 | 0500853 | 07/09/2011 |
|  | Alibaba.com Corporation | Korea | 25 | 0500854 | 07/09/2011 |
|  | Alibaba.com Corporation | Korea | 35 | 0065624 | 02/01/2011 |

| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|------------------|---------------------|------------------------------|
|  | Alibaba.com Corporation | Korea | 38 | 0065956 | 21/01/2011 |
|  | Alibaba.com Corporation | Korea | 42 | 0077162 | 05/07/2012 |
| Alibaba in Korean 알리바바 | Alibaba.com Corporation | Korea | 35 | 0065626 | 02/01/2011 |
| Alibaba in Korean 알리바바 | Alibaba.com Corporation | Korea | 38 | 0065957 | 21/01/2011 |
| Alibaba in Korean 알리바바 | Alibaba.com Corporation | Korea | 42 | 0077163 | 05/07/2012 |
| ALIBABA | Alibaba.com Corporation | Mexico | 9 | 903,360 | 15/07/2015 |
| ALIBABA | Alibaba.com Corporation | Mexico | 38 | 908,992 | 15/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | Mexico | 35 | 688,155 | 26/01/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Mexico | 42 | 753,192 | 26/01/2010 |
|  | Alibaba.com Corporation | Mexico | 35 | 688,157 | 26/01/2010 |
|  | Alibaba.com Corporation | Mexico | 42 | 706,617 | 26/01/2010 |
| ALIBABA | Alibaba.com Corporation | Mongolia | 9, 35, 38, 42 | 5,367 | 14/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | New Zealand | 35 | 604302 | 29/07/2016 |
| ALIBABA.COM | Alibaba.com Corporation | New Zealand | 42 | 604303 | 29/07/2016 |
|  | Alibaba.com Corporation | New Zealand | 35 | 604306 | 26/10/2016 |
|  | Alibaba.com Corporation | New Zealand | 42 | 604307 | 29/07/2016 |
| ALIBABA | Alibaba.com Corporation | Nigeria | 9 | 69,336 | 26/08/2012 |
| ALIBABA | Alibaba.com Corporation | Nigeria | 16 | 68,501 | 26/08/2012 |
| ALIBABA | Alibaba.com Corporation | Norway | 9, 35, 38, 42 | 234,462 | 22/08/2016 |
| ALIBABA.COM | Alibaba.com Corporation | Pakistan | 9 | 160096 | 06/01/2017 |
| ALIBABA.COM | Alibaba.com Corporation | Pakistan | 16 | 160098 | 06/01/2017 |
|  | Alibaba.com Corporation | Pakistan | 9 | 160101 | 06/01/2017 |

| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|------------|---------------------|------------------------------|
|  | Alibaba.com Corporation | Pakistan | 16 | 160100 | 06/01/2017 |
| ALIBABA | Alibaba.com Corporation | Peru | 9 | 00114735 | 05/05/2016 |
| ALIBABA | Alibaba.com Corporation | Peru | 35 | 00041724 | 12/05/2016 |
| ALIBABA | Alibaba.com Corporation | Peru | 38 | 00041412 | 12/04/2016 |
| ALIBABA | Alibaba.com Corporation | Peru | 42 | 00041345 | 07/04/2016 |
|  | Alibaba.com Corporation | Russian Federation | 35, 38, 42 | 209,989 | 12/07/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Singapore | 35 | T99/11525Z | 29/07/2009 |
| ALIBABA.COM | Alibaba.com Corporation | Singapore | 42 | T99/11526H | 29/07/2009 |
|  | Alibaba.com Corporation | Singapore | 35 | T99/11521G | 14/10/2009 |
|  | Alibaba.com Corporation | Singapore | 42 | T99/11522E | 14/10/2009 |
| 阿里巴巴 | Alibaba.com Corporation | Singapore | 35 | T99/13506D | 24/11/2009 |
| 阿里巴巴 | Alibaba.com Corporation | Singapore | 42 | T99/13507B | 24/11/2009 |
| 企业搜索 | Alibaba.com Corporation | Singapore | 9 | T03/19575C | 12/11/2013 |
| 企业搜索 | Alibaba.com Corporation | Singapore | 35 | T03/19584B | 12/11/2013 |
| 企业搜索 | Alibaba.com Corporation | Singapore | 38 | T03/19598B | 12/11/2013 |
| 企业搜索 | Alibaba.com Corporation | Singapore | 42 | T03/19599J | 12/11/2013 |
| 商机搜索 | Alibaba.com Corporation | Singapore | 9 | T03/19604J | 12/11/2013 |
| 商机搜索 | Alibaba.com Corporation | Singapore | 35 | T03/19605I | 12/11/2013 |
| 商机搜索 | Alibaba.com Corporation | Singapore | 38 | T03/19606G | 12/11/2013 |
| 商机搜索 | Alibaba.com Corporation | Singapore | 42 | T03/19607E | 12/11/2013 |
| 商业搜索 | Alibaba.com Corporation | Singapore | 9 | T03/19608C | 12/11/2013 |
| 商业搜索 | Alibaba.com Corporation | Singapore | 35 | T03/19609A | 12/11/2013 |
| 商业搜索 | Alibaba.com Corporation | Singapore | 38 | T03/19610E | 12/11/2013 |
| 商业搜索 | Alibaba.com Corporation | Singapore | 42 | T03/19612A | 12/11/2013 |
| ALIBABA.COM | Alibaba.com Corporation | South Africa | 35 | 99/23,760 | 23/12/2009 |

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| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|----------------|---------------------|------------------------------|
| ALIBABA.COM | Alibaba.com Corporation | South Africa | 42 | 99/23,761 | 23/12/2009 |
|  | Alibaba.com Corporation | South Africa | 35 | 99/23,764 | 23/12/2009 |
|  | Alibaba.com Corporation | South Africa | 42 | 99/23,765 | 23/12/2009 |
| ALIBABA | Alibaba.com Corporation | Switzerland | 9, 35, 38, 42 | 547349 | 11/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | Switzerland | 35, 38, 42 | 526,028 | 30/11/2009 |
|  | Alibaba.com Corporation | Switzerland | 35, 38, 42 | 526,003 | 30/11/2009 |
| ALIBABA.COM GLOBAL TRADE STARTS HERE | Alibaba.com Corporation | Switzerland | 35, 36, 38, 42 | 555016 | 21/07/2016 |
| ALIBABA | Alibaba.com Corporation | Taiwan | 9 | 989553 | 15/03/2012 |
| ALIBABA | Alibaba.com Corporation | Taiwan | 18 | 974187 | 30/11/2011 |
| ALIBABA | Alibaba.com Corporation | Taiwan | 25 | 963656 | 30/09/2011 |
| ALIBABA | Alibaba.com Corporation | Taiwan | 35 | S151401 | 31/07/2011 |
| ALIBABA | Alibaba.com Corporation | Taiwan | 42 | S156408 | 30/11/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Taiwan | 35 | S146509 | 31/07/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Taiwan | 42 | S153902 | 30/11/2011 |
| ALIBABA.COM 阿里巴巴 | Alibaba.com Corporation | Taiwan | 35 | S149745 | 31/07/2011 |
| ALIBABA.COM 阿里巴巴 | Alibaba.com Corporation | Taiwan | 42 | S156406 | 30/11/2011 |
|  | Alibaba.com Corporation | Taiwan | 9 | 989555 | 15/03/2012 |
|  | Alibaba.com Corporation | Taiwan | 18 | 974189 | 30/11/2011 |
|  | Alibaba.com Corporation | Taiwan | 25 | 961502 | 15/09/2011 |
|  | Alibaba.com Corporation | Taiwan | 35 | S149743 | 31/07/2011 |
|  | Alibaba.com Corporation | Taiwan | 42 | S156404 | 30/11/2011 |
| ALIBABA ONLINE | Alibaba.com Corporation | Taiwan | 35 | S149744 | 31/07/2011 |






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| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|------------|---------------------|------------------------------|
| ALIBABA ONLINE | Alibaba.com Corporation | Taiwan | 42 | S156405 | 30/11/2011 |
| MEET ME AT ALIBABA.COM | Alibaba.com Corporation | Taiwan | 35 | S163501 | 15/05/2012 |
| MEET ME AT ALIBABA.COM | Alibaba.com Corporation | Taiwan | 42 | S157101 | 15/01/2012 |
| ALIBABA.COM | Alibaba.com Corporation | Thailand | 35 | Bor12363 | 05/01/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Thailand | 38 | Bor12362 | 05/01/2010 |
| ALIBABA.COM | Alibaba.com Corporation | Thailand | 42 | Bor12361 | 05/01/2010 |
|  | Alibaba.com Corporation | Thailand | 35 | Bor11906 | 21/12/2009 |
|  | Alibaba.com Corporation | Thailand | 38 | Bor11750 | 21/12/2009 |
|  | Alibaba.com Corporation | Thailand | 42 | Bor11749 | 21/12/2009 |
| Alibaba in Thai | Alibaba.com Corporation | Thailand | 35 | Bor11346 | 21/12/2009 |
| อาลีบาบา | | | | | |
| Alibaba in Thai | Alibaba.com Corporation | Thailand | 38 | Bor11489 | 21/12/2009 |
| อาลีบาบา | | | | | |
| Alibaba in Thai | Alibaba.com Corporation | Thailand | 42 | Bor14364 | 21/12/2009 |
| อาลีบาบา | | | | | |
| ALIBABA | Alibaba.com Corporation | Turkey | 9, 38 | 2005/29,089 | 14/07/2015 |
| ALIBABA.COM | Alibaba.com Corporation | Turkey | 35, 42 | 2000/01,192 | 27/01/2010 |
|  | Alibaba.com Corporation | Turkey | 35, 42 | 2000/01,194 | 27/01/2010 |
| ALIBABA | Alibaba.com Corporation | United States | 35, 38 | 2,579,498 | 11/06/2012 |
| ALIBABA | Alibaba.com Corporation | United States | 9, 18 | 2,967,363 | 12/07/2015 |
| ALIBABA | Alibaba.com Corporation | United States | 9 | 2,829,317 | 06/04/2014 |
| ALIBABA | Alibaba.com Corporation | United States | 42 | 2,851,634 | 08/06/2014 |
| 阿里巴巴 | Alibaba.com Corporation | United States | 35, 38, 42 | 2,727,740 | 17/06/2013 |











| Trademarks | Name of Registered Owner (after transfers completed) | Place of Registration | Class | Registration Number | Next Renewal Date (DD/MM/YY) |
|---|--|-----------------------|--------|---------------------|------------------------------|
| ALIBABA.COM | Alibaba.com Corporation | United States | 35, 38 | 2,589,009 | 02/07/2012 |
|  | Alibaba.com Corporation | United States | 35, 38 | 2,565,809 | 30/04/2012 |
|  | Alibaba.com Corporation | United States | 9, 25 | 2,917,612 | 11/01/2015 |
|  | Alibaba.com Corporation | United States | 9 | 2,809,993 | 03/02/2014 |
|  | Alibaba.com Corporation | United States | 18 | 3268713 | 24/07/2017 |
|  | Alibaba.com Corporation | United States | 42 | 2,851,633 | 08/06/2014 |
| ALIBABA.COM | Alibaba.com Corporation | Venezuela | 35 | S-17,122 | 27/08/2011 |
| ALIBABA.COM | Alibaba.com Corporation | Venezuela | 42 | S-18,016 | 19/11/2011 |



(ii) As of the Latest Practicable Date, we are licensed to use the following pending trademarks from the date of completion of transfer, details of which are as follows.

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|---|-----------------------|-------|--------------------|-------------------------------|
|  | Alibaba.com Corporation | PRC | 41 | 1774273 | 21/11/2000 |
| 阿里巴巴 ⁽⁵⁾⁽⁸⁾ * | Alibaba.com Corporation | PRC | 35 | 2018810 | 08/12/1999 |
| 阿里巴巴 ⁽⁵⁾ * | Alibaba.com Corporation | PRC | 39 | 3068453 | 14/01/2002 |
| 阿里巴巴 ⁽⁵⁾ * | Alibaba.com Corporation | PRC | 42 | 3068459 | 14/01/2002 |
| Alibaba ⁽⁵⁾⁽⁸⁾ * | Alibaba.com Corporation | PRC | 35 | 2018808 | 08/12/1999 |
| Alibaba ⁽⁵⁾⁽⁸⁾ * | Alibaba.com Corporation | PRC | 35 | 3068447 | 14/01/2002 |
| Alibaba ⁽⁵⁾⁽⁸⁾ * | Alibaba.com Corporation | PRC | 38 | 2021936 | 08/12/1999 |
| Alibaba ⁽⁵⁾ * | Alibaba.com Corporation | PRC | 39 | 3068452 | 14/01/2002 |
|  | Alibaba.com Corporation | PRC | 35 | 1804359 | 05/12/2000 |
|  | Alibaba.com Corporation | PRC | 36 | 5164017 | 20/02/2006 |
|  | Alibaba.com Corporation | PRC | 43 | 5624816 | 25/09/2006 |
|  | Alibaba.com Corporation | PRC | 36 | 1744337 | 21/11/2000 |

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|-----------------------|-------|--------------------|----------------------------------|
| 网商 | Alibaba.com Corporation | PRC | 16 | 4772482 | 11/07/2005 |
| 网商 | Alibaba.com Corporation | PRC | 35 | 4006389 | 09/04/2004 |
| 网商 ⁽¹⁾ | Alibaba.com Corporation | PRC | 36 | 4006387 | 09/04/2004 |
| 网商 | Alibaba.com Corporation | PRC | 38 | 4006385 | 09/04/2004 |
| 网商 | Alibaba.com Corporation | PRC | 39 | 4006383 | 09/04/2004 |
| 网商 | Alibaba.com Corporation | PRC | 41 | 4006381 | 09/04/2004 |
| 网商 | Alibaba.com Corporation | PRC | 42 | 4005984 | 09/04/2004 |
| 网商博客 | Alibaba.com Corporation | PRC | 35 | 4904533 | 19/09/2005 |
| 网商博客 | Alibaba.com Corporation | PRC | 38 | 4904759 | 19/09/2005 |
| 网商博客 | Alibaba.com Corporation | PRC | 41 | 4904758 | 19/09/2005 |
| 网商博客 | Alibaba.com Corporation | PRC | 42 | 4904757 | 19/09/2005 |
| 網蝦會 | Alibaba.com Corporation | PRC | 16 | 6012290 | 23/04/2007 |
| 網蝦會 | Alibaba.com Corporation | PRC | 25 | 6012274 | 23/04/2007 |
| 網蝦會 | Alibaba.com Corporation | PRC | 41 | 6012275 | 23/04/2007 |
| 網俠會 | Alibaba.com Corporation | PRC | 16 | 6012276 | 23/04/2007 |
| 網俠會 | Alibaba.com Corporation | PRC | 25 | 6012277 | 23/04/2007 |
| 網俠會 | Alibaba.com Corporation | PRC | 41 | 6012278 | 23/04/2007 |
|  | Alibaba.com Corporation | PRC | 41 | 6012279 | 23/04/2007 |
| 俠客行 | Alibaba.com Corporation | PRC | 41 | 6012280 | 23/04/2007 |
| 让天下没有难做的生意 | Alibaba.com Corporation | PRC | 35 | 6163939 | 16/07/2007 |
| 让天下没有难做的生意 | Alibaba.com Corporation | PRC | 38 | 6163938 | 16/07/2007 |

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|--|---|--------------------------|---|-----------------------|----------------------------------|
| 让天下没有难做的生意 | Alibaba.com Corporation | PRC | 41 | 6163957 | 16/07/2007 |
| 让天下没有难做的生意 | Alibaba.com Corporation | PRC | 42 | 6163956 | 16/07/2007 |
| ALIBABA | Alibaba.com Corporation | Argentina | 9 | 2,603,827 | 12/07/2005 |
| ALIBABA | Alibaba.com Corporation | Bangladesh | 9 | 93,068 | 02/08/2005 |
| ALIBABA | Alibaba.com Corporation | Bangladesh | 16 | 93,069 | 02/08/2005 |
| ALIBABA | Alibaba.com Corporation | Bolivia | 9 | SM-2,547 | 15/07/2005 |
| ALIBABA | Alibaba.com Corporation | Bolivia | 35 | SM-2,548 | 15/07/2005 |
| ALIBABA | Alibaba.com Corporation | Bolivia | 38 | SM-2,549 | 15/07/2005 |
| ALIBABA | Alibaba.com Corporation | Bolivia | 42 | SM-2,550 | 15/07/2005 |
| ALIBABA | Alibaba.com Corporation | Brazil | 9 | 827,581,220 | 12/07/2005 |
| ALIBABA | Alibaba.com Corporation | Brazil | 38 | 827,581,246 | 12/07/2005 |
|  | Alibaba.com Corporation | Brazil | 35 | 822,420,864 | 27/01/2000 |
|  | Alibaba.com Corporation | Brazil | 42 | 822,420,856 | 27/01/2000 |
| ALIBABA | Alibaba.com Corporation | Canada | 9, 35, 38, 42 | 1,267,709 | 29/07/2005 |
| ALIBABA | Alibaba.com Corporation | Egypt | 9 | 185,856 | 05/12/2005 |
| ALIBABA | Alibaba.com Corporation | Egypt | 38 | 180,857 | 05/12/2005 |
|  | Alibaba.com Corporation | Egypt | 42 | 130,077 | 25/01/2000 |
|   | Alibaba.com Corporation | Hong Kong | 9, 14, 16, 18, 20, 21, 25, 28, 34, 35, 36, 38, 41, 42 | 300825381 | 06/03/2007 |

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|-----------------------|---|--------------------|----------------------------------|
|  | Alibaba.com Corporation | Hong Kong | 9, 14, 16, 18, 20, 21, 25, 28, 34, 35, 36, 38, 41, 42 | 300825390 | 06/03/2007 |
| <p>A. </p> <p>B. </p> | Alibaba.com Corporation | Hong Kong | 35, 36, 38, 42 | 300709614 | 28/08/2006 |
| <p>A. 让天下没有难做的生意</p> <p>B. 讓天下沒有難做的生意</p> | Alibaba.com Corporation | Hong Kong | 35, 38, 41, 42 | 300911204 | 12/07/2007 |
|  | Alibaba.com Corporation | India | 18 | 947362 | 11/08/2000 |
|  | Alibaba.com Corporation | India | 25 | 947366 | 11/08/2000 |
| ALIBABA.COM | Alibaba.com Corporation | Japan | 38 | 2007-102890 | 03/10/2007 |
| Alibaba in Japanese アリババ (in katakana) | Alibaba.com Corporation | Japan | 38 | 2007-102891 | 03/10/2007 |
|  | Alibaba.com Corporation | Japan | 38 | 2007-102892 | 03/10/2007 |
| ALIBABA.COM | Alibaba.com Corporation | Malaysia | 35 | 99012222 | 02/12/1999 |
| ALIBABA.COM | Alibaba.com Corporation | Malaysia | 42 | 99012221 | 02/12/1999 |
|  | Alibaba.com Corporation | Malaysia | 35 | 99012219 | 02/12/1999 |
|  | Alibaba.com Corporation | Malaysia | 38 | 03016419 | 04/12/2003 |
|  | Alibaba.com Corporation | Malaysia | 42 | 99012220 | 02/12/1999 |
| ALIBABA | Alibaba.com Corporation | Nigeria | 35 | TP174,474 | 22/05/2007 |
| ALIBABA | Alibaba.com Corporation | Nigeria | 38 | TP174,475 | 22/05/2007 |
| ALIBABA | Alibaba.com Corporation | Nigeria | 42 | TP174,476 | 22/05/2007 |
| ALIBABA.COM | Alibaba.com Corporation | Philippines | 35, 42 | 4-2000-0000093 | 07/01/2001 |
|  | Alibaba.com Corporation | Philippines | 35, 42 | 4-2000-0000091 | 07/01/2001 |

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|-----------------------|--------------------|--------------------|----------------------------------|
| ALIBABA | Alibaba.com Corporation | Romania | 9, 35, 38, 42 | M2005/080,59 | 20/07/2005 |
|  | Alibaba.com Corporation | Russian Federation | 9, 35, 38, 42 | 2005724392 | 26/09/2005 |
| ALIBABA | Alibaba.com Corporation | Saudi Arabia | 9 | 99,919 | 21/09/2005 |
| ALIBABA | Alibaba.com Corporation | Saudi Arabia | 35 | 99,920 | 21/09/2005 |
| ALIBABA | Alibaba.com Corporation | Saudi Arabia | 38 | 99,921 | 21/09/2005 |
| ALIBABA | Alibaba.com Corporation | Saudi Arabia | 42 | 99,922 | 21/09/2005 |
| 让天下没有难做的生意 讓天下沒有難做的生意 | Alibaba.com Corporation | Singapore | 35 | T07/16438J | 18/07/2007 |
| 让天下没有难做的生意 讓天下沒有難做的生意 | Alibaba.com Corporation | Singapore | 38 | T07/16439I | 18/07/2007 |
| 让天下没有难做的生意 讓天下沒有難做的生意 | Alibaba.com Corporation | Singapore | 41 | T07/16440B | 18/07/2007 |
| 让天下没有难做的生意 讓天下沒有難做的生意 | Alibaba.com Corporation | Singapore | 42 | T07/16441J | 18/07/2007 |
| ALIBABA | Alibaba.com Corporation | South Africa | 9 | 2005/14,039 | 11/07/2005 |
| ALIBABA | Alibaba.com Corporation | South Africa | 38 | 2005/14,040 | 11/07/2005 |
| ALIBABA | Alibaba.com Corporation | Sri Lanka | 9 | 126,707 | 20/07/2005 |
| ALIBABA | Alibaba.com Corporation | Sri Lanka | 35 | 126,706 | 20/07/2005 |
| ALIBABA | Alibaba.com Corporation | Sri Lanka | 38 | 126,705 | 20/07/2005 |
| ALIBABA | Alibaba.com Corporation | Sri Lanka | 42 | 126,704 | 20/07/2005 |
|  | Alibaba.com Corporation | Taiwan | 35, 38, 39, 41, 42 | (96) 15428 | 04/04/2007 |
| 让天下没有难做的生意 | Alibaba.com Corporation | Taiwan | 35, 38, 41, 42 | 96 (33814) | 17/07/2007 |

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|---|--|-----------------------|------------------------------------|--|--|
| ALIBABA | Alibaba.com Corporation | U.A.E. | 35 | 72,351 | 13/08/2005 |
| ALIBABA | Alibaba.com Corporation | U.A.E. | 38 | 72,352 | 13/08/2005 |
| ALIBABA | Alibaba.com Corporation | U.A.E. | 42 | 72,353 | 13/08/2005 |
| ALIBABA | Alibaba.com Corporation | Venezuela | 9 | 15,246-05 | 14/07/2005 |
| ALIBABA | Alibaba.com Corporation | Venezuela | 38 | 15,247-05 | 14/07/2005 |
|  | Alibaba.com Corporation | Venezuela | 35 | 1,157-00 | 26/01/2000 |
|  | Alibaba.com Corporation | Venezuela | 42 | 1,156-00 | 26/01/2000 |
| ALIBABA | Alibaba.com Corporation | Vietnam | 9, 35, 38, 42 | 4-2005- 8,975 | 19/07/2005 |
| 阿里帮帮 | Alibaba.com Corporation | PRC | 35 | 5960126 | 26/03/2007 |
| 阿里帮帮 | Alibaba.com Corporation | PRC | 38 | 5960125 | 26/03/2007 |
| 阿里帮帮 | Alibaba.com Corporation | PRC | 39 | 5960124 | 26/03/2007 |
| 阿里帮帮 | Alibaba.com Corporation | PRC | 41 | 5960123 | 26/03/2007 |
| 阿里帮帮 | Alibaba.com Corporation | PRC | 42 | Awaiting official filing receipt from Trademark Office | Awaiting official filing receipt from Trademark Office |
|  | Alibaba.com Corporation | Hong Kong | 9, 35, 36, 38, 39, 41, 42 | 300913509 | 16/07/07 |
|  | Alibaba.com Corporation | Taiwan | 9, 35, 36, 38, 39, 41, 42 | 96(33816) | 17/07/07 |
|  | Alibaba.com Corporation | Singapore | 9 | T07/15689B | 18/07/07 |
|  | Alibaba.com Corporation | Singapore | 35 | T07/15692B | 18/07/07 |

| <u>Trademarks</u> | <u>Name of Applicant (after transfers completed)</u> | <u>Place of Registration</u> | <u>Class</u> | <u>Application Number</u> | <u>Application Date (DD/MM/YYYY)</u> |
|---|--|------------------------------|--|---------------------------|--|
|  | Alibaba.com Corporation | Singapore | 36 | T07/15695G | 18/07/07 |
|  | Alibaba.com Corporation | Singapore | 38 | T07/15696E | 18/07/07 |
|  | Alibaba.com Corporation | Singapore | 39 | T07/15698A | 18/07/07 |
|  | Alibaba.com Corporation | Singapore | 41 | T07/15701E | 18/07/07 |
|  | Alibaba.com Corporation | Singapore | 42 | T07/15703A | 18/07/07 |
| 网商 | Alibaba.com Corporation | Hong Kong | 9, 16, 35, 36, 38, 39, 41, 42 | 300913518 | 16/07/07 |
| 网商 | Alibaba.com Corporation | Taiwan | 9, 16, 35, 36, 38, 39, 41, 42 | 96(33817) | 17/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 9 | T07/15688D | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 35 | T07/15694I | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 16 | T07/15691D | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 36 | T07/15697C | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 38 | T07/15699Z | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 39 | T07/15702C | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 41 | T07/15704Z | 18/07/07 |
| 网商 | Alibaba.com Corporation | Singapore | 42 | T07/15705H | 18/07/07 |

| Trademarks | Name of Applicant (after transfers completed) | Place of Registration | Class | Application Number | Application Date (DD/MM/YYYY) |
|------------|--|-----------------------|-------|--------------------|----------------------------------|
| 阿里帮帮 | Alibaba.com Corporation | Singapore | 35 | T07/18166H | 04/09/2007 |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | Alibaba.com Corporation | Singapore | 38 | T07/18167F | 04/09/2007 |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | Alibaba.com Corporation | Singapore | 39 | T07/18168D | 04/09/2007 |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | Alibaba.com Corporation | Singapore | 41 | T07/18169B | 04/09/2007 |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | Alibaba.com Corporation | Singapore | 42 | T07/18170F | 04/09/2007 |
| 阿里帮帮 | | | | | |
| 阿里帮帮 | | | | | |

Notes:

- (1) The registered trademarks and the pending trademark applications are in the process of being transferred from Alibaba (China) Technology Co., Ltd.
- (2) The registered trademarks and the pending trademark applications are in the process of being transferred from Alibaba.com Corporation.
- (3) The registered trademarks and the pending trademark applications are in the process of being transferred from Zhejiang Alibaba E-Commerce Co., Ltd.
- (4) The registered trademarks and the pending trademark applications may in fact be required to be owned by Hangzhou Alibaba Advertising Co. Ltd (and not the parent company or group) because they may be considered by the Trademark Office in the PRC as similar to the three pending trademarks in category 2.A.(a)(iii) above (Application Numbers 3068446, 3068450 and 2021927) which will be held by Hangzhou Alibaba Advertising Co. Ltd upon registration.
- (5) The registered trademark is to be transferred from Alibaba (China) Technology Co., Ltd.
- (6) The registered trademarks and the pending trademark applications are in the process of being transferred from Alibaba.com China Holding Limited.
- (7) The trademarks which are marked "*" are held by our subsidiary Alibaba (China) Technology Co., Ltd. (PRC). These trademark applications are held by us on trust on behalf of our parent company until registered. Once they are registered, we will assign them to our parent company. Our parent company has granted us a license to use these trademarks pursuant to a license agreement. Please refer to the sections entitled "Summary of Material Contracts" and "Connected Transactions" for more information).
- (8) The registered trademarks and the pending trademark applications if and upon transferred to Hangzhou Alibaba Advertising Co. Ltd are subject to a reversionary interest in favour of Alibaba.com Corporation in the event of a change in control in the Company.

B. Patents

- (i) As of the Latest Practicable Date, we are licensed to use certain pending invention patent applications, details of which are as follows:

| <u>Patents</u> | <u>Name of Applicant</u> | <u>Place of Registration</u> | <u>Application Number</u> | <u>Application Date (DD/MM/YYYY)</u> |
|---|--------------------------|------------------------------|---------------------------|--------------------------------------|
| 一種日志分析方法和系統 (A method and system for log analysis) | Alibaba.com Corporation | PRC | 200510132486.5 | 26/12/2005 |
| 日志文件的生成方法和系統 (A method and system for the production of log files) | Alibaba.com Corporation | PRC | 200510134774.4 | 21/12/2005 |
| 在網頁中實現表格局部 滾動顯示的方法及系統 (A method and system for implementing partially rolling lists as displayed on internet pages) | Alibaba.com Corporation | PRC | 200610056762.9 | 06/03/2006 |
| 一種統計網頁鏈接點擊 數據的方法 (A method for gathering statistics on the number of clicks received for web pages) | Alibaba.com Corporation | PRC | 200610081086.0 | 25/05/2006 |
| 一種對多種來源的多類 投遞請求進行處理的 方法和系統 (A method and system for handling various types of multi-source delivery requests) | Alibaba.com Corporation | PRC | 200610082992.2 | 23/06/2006 |
| 一種會員身份認證的 方法及其裝置 (A method and device for verifying members' identities) | Alibaba.com Corporation | PRC | 200610090764.X | 30/06/2006 |
| 一種生成電子郵件簽名 的方法和系統 (A method and system for generating e-mail signatures) | Alibaba.com Corporation | PRC | 200610109803.6 | 14/08/2006 |
| 數據倉庫中的數據處理 方法及系統 (A method and system for processing of data stored in databases) | Alibaba.com Corporation | PRC | 200610090274.X | 11/07/2006 |
| 一種客戶數據集中處理 的方法和系統 (A method and system for the processing of customer data on a centralized basis) | Alibaba.com Corporation | PRC | 200610139738.1 | 22/09/2006 |

| Patents | Name of Applicant | Place of Registration | Application Number | Application Date (DD/MM/YYYY) |
|---|-------------------------|-----------------------|--------------------|-------------------------------|
| 一種在 Web 頁面中添加標籤的方法及其系統 (A method and system for adding new labels to web pages) | Alibaba.com Corporation | PRC | 200610127213.6 | 12/09/2006 |
| 一種網站之間數據交換的方法及系統 (A method and system for exchanging data between websites) | Alibaba.com Corporation | PRC | 200610127045.0 | 21/09/2006 |
| 一種海量數據查詢方法及系統 (A method and system for mass data inquiries) | Alibaba.com Corporation | PRC | 200610152312.X | 21/09/2006 |
| 一種基於網絡的垃圾信息過濾方法和裝置 (A method and device for filtering of network-based spam messages) | Alibaba.com Corporation | PRC | 200610140726.0 | 30/09/2006 |
| 查看與系統功能對應的源代碼的方法及系統 (A method and system for examining source codes corresponding with system functions) | Alibaba.com Corporation | PRC | 200610127888.0 | 27/09/2006 |
| 一種安全登錄網站的方法和系統 (A method and system for secure log-on to websites) | Alibaba.com Corporation | PRC | 200610152351.X | 26/09/2006 |
| 消除超文本標記語言中有害代碼的方法 (A method for the removal of harmful codes from HTML) | Alibaba.com Corporation | PRC | 200610145970.6 | 28/11/2006 |
| 一種上傳文件的方法及系統 (A method and system for uploading documents) | Alibaba.com Corporation | PRC | 200610140899.2 | 13/10/2006 |
| 一種動態更新商務服務內容的系統及方法 (A method and system for dynamic updating of business services contents) | Alibaba.com Corporation | PRC | 200610063656.3 | 27/12/2006 |
| 網絡數據存儲系統及其數據訪問方法 (A system of network data storage and a method of accessing such data) | Alibaba.com Corporation | PRC | 200610150325.3 | 26/10/2006 |
| 一種確定垃圾信息的方法及系統 (A method and system for identifying spam messages) | Alibaba.com Corporation | PRC | 200610152807.2 | 18/10/2006 |

| Patents | Name of Applicant | Place of Registration | Application Number | Application Date (DD/MM/YYYY) |
|--|-------------------------|-----------------------|--------------------|-------------------------------|
| 一種電話回撥方法及系統 (A method and system for phone redialing) | Alibaba.com Corporation | PRC | 200610150422.2 | 25/10/2006 |
| 一種信息展現的方法及系統 (A method and system for display of information) | Alibaba.com Corporation | PRC | 200610137937.9 | 31/10/2006 |
| 一種驗證信息的方法和裝置 (A method and device for verifying information) | Alibaba.com Corporation | PRC | 200610138512.X | 07/11/2006 |
| 一種建立數據訪問連接的方法、系統及用戶終端 (A method, system and user terminal for establishing data access links) | Alibaba.com Corporation | PRC | 200610160751.5 | 29/11/2006 |
| 一種更新網頁點擊數的方法和裝置 (A method and device for updating the number of clicks received for web pages) | Alibaba.com Corporation | PRC | 200610161004.3 | 01/12/2006 |
| 有狀態會話系統及其實現方法 (A system and its implementation method for conversation with current status) | Alibaba.com Corporation | PRC | 200610140312.8 | 20/11/2006 |
| 通過 Web 表單獲得用戶交互數據的方法及系統 (A method and system for obtaining data exchange between users through Web lists) | Alibaba.com Corporation | PRC | 200710000772.5 | 19/01/2007 |
| 一種獲取屬性信息內容的方法及系統 (A method and system for obtaining attributable information content) | Alibaba.com Corporation | PRC | 200710007517.3 | 30/01/2007 |
| 一種數據庫交互處理方法及系統 (A method and system for database exchange and processing) | Alibaba.com Corporation | PRC | 200610161005.8 | 01/12/2006 |
| 一種獲取網站中的信息的方法及系統 (A method and system for obtaining information on websites) | Alibaba.com Corporation | PRC | 200610145980.X | 30/11/2006 |
| 一種錯誤即時提示的方法及系統 (A method and system of instantaneous notification of errors) | Alibaba.com Corporation | PRC | 200610145543.8 | 20/11/2006 |

| Patents | Name of Applicant | Place of Registration | Application Number | Application Date (DD/MM/YYYY) |
|--|----------------------------|-----------------------|--------------------|-------------------------------|
| 一種基於分布式計算 網絡的日志文件分析 方法和系統 (A method and system for log file analysis based on distributed computing networks) | Alibaba.com Corporation | PRC | 200610160832.5 | 30/11/2006 |
| 提供日志服務的方法及 系統 (A method and system of providing log services) | Alibaba.com Corporation | PRC | 200610161901.4 | 05/12/2006 |
| 一種網頁顯示的方法和 系統 (A method and system for displaying web pages) | Alibaba.com Corporation | PRC | 200610165895.X | 14/12/2006 |
| 一種安全提交用戶信息 的方法和客戶端 (A method and client terminal for secure submission of user information) | Alibaba.com Corporation | PRC | 200710001244.1 | 09/01/2007 |
| 一種用戶信息的處理 方法及系統 (A method and system for the processing of user information) | Alibaba.com Corporation | PRC | 200710002823.8 | 01/02/2007 |
| 統計網站真實用戶的 方法及系統 (A method and system for the collection of statistics on the number of real users of websites) | Alibaba.com Corporation | PRC | 200710000085.3 | 10/01/2007 |
| 對傳真數據進行歸類 發送的方法及裝置 (A method and device for the classified transmission of facsimile data) | Alibaba.com Corporation | PRC | 200710001004.1 | 18/01/2007 |
| 按時間段實現關鍵字競 價排名的方法和系統 (A method and system for implementing keyword bidding based on time segments) | Alibaba.com Corporation | PRC | 200710007351.5 | 23/01/2007 |
| 實現統計郵件中超鏈接 URL 點擊率的系統及方法 (A system and method of collating statistics on the click rates of hyperlinked URL in mail) | Alibaba.com Corporation | PRC | 200710008321.6 | 17/01/2007 |
| 一種獲取業務邏輯的 方法及系統 (A method and system for obtaining operational logic) | Alibaba.com Corporation | PRC | 200710002822.3 | 01/02/2007 |

| Patents | Name of Applicant | Place of Registration | Application Number | Application Date (DD/MM/YYYY) |
|--|-------------------------|-----------------------|--------------------|-------------------------------|
| 一種存儲、訪問數據庫數據的方法、裝置及系統 (A method, device and system for storing and gaining access to data in databases) | Alibaba.com Corporation | PRC | 200710080336.3 | 02/03/2007 |
| 一種處理數據的方法及系統 (A method and system for the processing of data) | Alibaba.com Corporation | PRC | 200710080035.0 | 05/03/2007 |
| 實時通知事件狀態變化的方法和系統 (A method and system for real-time notifications of changes in status of events) | Alibaba.com Corporation | PRC | 200710003059.6 | 02/02/2007 |
| 一種基於 Oracle 數據庫的在線數據遷移方法 (A method of transferring online data based on Oracle databases) | Alibaba.com Corporation | PRC | 200710088681.1 | 15/03/2007 |
| 一種處理樹型結構數據的方法及系統 (A method and system for the processing of "tree-structure" data) | Alibaba.com Corporation | PRC | 200710007530.9 | 01/02/2007 |
| 一種安全顯示網頁中數據的方法和系統 (A method and system for enabling secure website data displays) | Alibaba.com Corporation | PRC | 200710087354.4 | 14/03/2007 |
| 一種顯示相關關鍵詞的方法及系統 (A method and system for displaying related keywords) | Alibaba.com Corporation | PRC | 200710088816.4 | 28/03/2007 |
| 生成更新參數的方法和裝置，展示相關關鍵詞的方法和裝置 (A method and device for producing updated parameters and a method and device for displaying related keywords) | Alibaba.com Corporation | PRC | 200710095848.7 | 10/04/2007 |
| 一種處理相關關鍵詞的方法及系統 (A method and system for with the processing of related keywords) | Alibaba.com Corporation | PRC | 200710090413.3 | 06/04/2007 |
| 處理數據的方法，裝置及系統 (A method, device and system for the processing of data) | Alibaba.com Corporation | PRC | 200710090834.6 | 06/04/2007 |

| Patents | Name of Applicant | Place of Registration | Application Number | Application Date (DD/MM/YYYY) |
|--|-------------------------|-----------------------|--------------------|-------------------------------|
| 一種分布式計算文件管理方法、系統及其裝置 (A method, system and device for managing distribution computing files) | Alibaba.com Corporation | PRC | 200710087146.4 | 22/03/2007 |
| 一種分布式計算數據合併方法、系統及其裝置 (A method, system and device for combining distribution computing data)* | Alibaba.com Corporation | PRC | 200710090995.5 | 30/03/2007 |
| 一種用於網站故障報警的系統及方法 (A system and method for website error alarms) | Alibaba.com Corporation | PRC | 200710102466.2 | 27/04/2007 |
| 一種用於監控網站訪客地理位置和訪問狀態的系統及方法 (A system and method for monitoring the geographical location and status of website visitors) | Alibaba.com Corporation | PRC | 200710101333.3 | 18/04/2007 |
| 自動切換數據源的方法、裝置及一種數據源切換器 (A method, device and a kind of data source exchange instrument allowing for automatic exchanges between data sources) | Alibaba.com Corporation | PRC | 200710103030.5 | 29/04/2007 |
| 一種關鍵字鏈接的實現方法及裝置 (A method and device for the implementation of inter-linking keywords) | Alibaba.com Corporation | PRC | 200710090397.8 | 10/04/2007 |
| 一種過濾信息的方法及裝置 (A method and device for filtering information) | Alibaba.com Corporation | PRC | 200710097408.5 | 29/04/2007 |
| 一種分布式處理方法、系統及其裝置 (A system and its device for methods of distribution management) | Alibaba.com Corporation | PRC | 200710090149.3 | 16/04/2007 |
| 一種獲取資源的方法、裝置及系統 (A method, device and system for obtaining resources) | Alibaba.com Corporation | PRC | 200710105896.X | 01/06/2007 |
| 一種基於群集的數據處理方法和裝置 (A method and device for data processing based on clusters) | Alibaba.com Corporation | PRC | 200710102649.4 | 25/04/2007 |

| Patents | Name of Applicant | Place of Registration | Application Number | Application Date (DD/MM/YYYY) |
|---|-------------------------|-----------------------|-----------------------|-------------------------------|
| 一種基於互聯網交易的發票處理系統和方法 (A system and method for invoice processing based on Internet transactions) | Alibaba.com Corporation | PRC | 200710107363.5 | 29/05/2007 |
| 一種基於日志文件的 分析結果定位系統資源瓶頸的方法 (A method to identify the bottleneck of system resources based on the analysis results of log documents) | Alibaba.com Corporation | PRC | 200710109883.X | 01/06/2007 |
| 靜態數據的分發方法、系統和設備 (A method, system and device for static data distribution) | Alibaba.com Corporation | PRC | 200710110938.9 | 11/06/2007 |
| (Method and system for implementing partially rolling lists as displayed on Internet pages) (在網頁中實現表格局部滾動顯示的方法及系統) | Alibaba.com Corporation | Hong Kong | 07100972.5 | 26/01/2007 |
| (Method and system for implementing partially rolling lists as displayed on Internet pages) (在網頁中實現表格局部滾動顯示的方法及系統) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/000350 | 01/02/2007 |
| 一種電話回撥方法系統 (A Telephone Callback Method and System) | Alibaba.com Corporation | Hong Kong | 07108131.6 | 26/07/2007 |
| 一種基於網絡的垃圾信息過濾方法和裝置 (A method and device for filtering of network-based spam messages) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/070563 | 27/08/2007 |
| 網絡數據存儲系統及其數據訪問方法 (A system of network data storage and a method of accessing such data) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/070564 | 27/08/2007 |
| 一種網頁顯示的方法和系統 (A method and system for displaying web pages) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/070565 | 27/08/2007 |
| 一種顯示相關關鍵詞的方法及系統 (A method and system for displaying related keywords) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/070571 | 28/08/2007 |
| 生成更新參數的方法和裝置 顯示相關關鍵詞的方法和裝置 (A method and device for producing updated parameters and a method and device for displaying related keywords) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/070573 | 28/08/2007 |
| 一種處理相關關鍵詞的方法及裝置 (A method and system for processing of related keywords) | Alibaba.com Corporation | PCT ⁽¹⁾ | PCT/ CN2007/070562 | 27/08/2007 |

Note:

- (1) Patent Cooperation Treaty, a treaty which offers patent protection for an invention simultaneously in a number of countries by way of an "international" patent application.

C. Domain Names*(a) Domain Names we own*

- (i) As at the Latest Practicable Date, we own certain registered domain names, details of which are as follows:

| Domain Name | Name of Registrant (after transfers completed) | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|--------------------|---|-----------------------------|---|
| alibaba.cn | Hangzhou Alibaba Advertising Co., Ltd. (PRC) | 01/04/2003 | 01/04/2009 |
| alibaba.com.cn | Hangzhou Alibaba Advertising Co., Ltd. (PRC) | 19/10/1999 | 19/10/2009 |
| 阿里巴巴.公司.hk | Alibaba.com Hong Kong Limited | 02/02/2007 | 09/03/2010 |
| Trustpass.com.hk | Alibaba.com Hong Kong Limited | 14/10/2006 | 14/10/2009 |
| myTrustPass.com | Alibaba.com Limited | 14/08/2001 | 14/08/2008 |
| trustpass.cn | Alibaba (China) Software Co., Ltd. (PRC) | 17/03/2003 | 17/03/2009 |
| trust-pass.com | Alibaba.com Limited | 14/08/2001 | 14/08/2008 |
| 诚信通.com | Alibaba.com Limited | 08/10/2003 | 08/10/2013 |
| 诚信通.中国 | Alibaba (China) Software Co., Ltd. (PRC) | 03/11/2003 | 03/11/2007 |
| 诚信通.公司 | Alibaba (China) Software Co., Ltd. (PRC) | 24/08/2004 | 24/08/2008 |
| 诚信通.网络 | Alibaba (China) Software Co., Ltd. (PRC) | 24/08/2004 | 24/08/2008 |
| 诚信通.公司.hk | Alibaba.com Hong Kong Limited | 02/02/2007 | 09/03/2010 |
| 中国供应商.中国 | Alibaba (China) Technology Co., Ltd. (PRC) | 17/11/2005 | 17/11/2007 |
| 中国供应商.公司.hk | Alibaba.com Hong Kong Limited | 02/02/2007 | 09/03/2010 |
| 速买齐.中国 | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |

| Domain Name | Name of Registrant (after transfers completed) | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|---------------------|--|----------------------|-----------------------------------|
| 速买齐.公司 | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |
| 速买齐.网络 | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |
| 速买齐.com | Alibaba.com Limited | 19/03/2007 | 19/03/2008 |
| 速买齐.net | Alibaba.com Limited | 19/03/2007 | 19/03/2008 |
| smatching.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |
| smatching.com.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |
| smatching.net.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |
| smatching.org.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 19/03/2007 | 19/03/2008 |
| smatch.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 14/03/2007 | 14/03/2008 |
| smatch.com.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 14/03/2007 | 14/03/2008 |
| smatch.net.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 14/03/2007 | 14/03/2008 |
| smatch.org.cn | Alibaba (China) Technology Co., Ltd. (PRC) | 14/03/2007 | 14/03/2008 |
| 诚信通会员.中国 | Alibaba (China) Software Co., Ltd. (PRC) | 24/08/2004 | 24/08/2008 |
| 诚信通会员.公司 | Alibaba (China) Software Co., Ltd. (PRC) | 24/08/2004 | 24/08/2008 |
| 诚信通会员.网络 | Alibaba (China) Software Co., Ltd. (PRC) | 24/08/2004 | 24/08/2008 |
| chengxintong.com.cn | Alibaba (China) Software Co., Ltd. (PRC) | 09/02/2003 | 09/02/2009 |
| trustpass.biz | Alibaba.com Limited | 17/04/2002 | 16/04/2013 |
| Trustpass.mobi | Alibaba.com Limited | 12/06/2006 | 12/06/2009 |

| Domain Name | Name of Registrant (after transfers completed) | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|-------------|--|----------------------|-----------------------------------|
| 诚信通.hk | Alibaba.com Limited | 02/12/2006 | 02/12/2009 |
| 中国供应商.hk | Alibaba.com Limited | 02/02/2007 | 09/03/2010 |

(b) Domain Names licensed to us

- (i) As at the Latest Practicable Date, we are licensed to use the following domain names. Our parent company has granted us a licence to use these domain names pursuant to a licence agreement. Please refer to the sections entitled “Summary of Material Contracts” and “Connected Transactions” for more information.

| Domain Name | Name of Registrant (after transfers completed, if any) | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|------------------------|--|----------------------|-----------------------------------|
| alibaba.com | Alibaba.com Corporation | 15/04/1999 | 24/09/2016 |
| alibaba.net | Alibaba.com Corporation | 15/10/2001 | 15/10/2010 |
| 阿里巴巴.中国 | Alibaba (China) Co., Ltd. | 06/11/2000 | 22/07/2008 |
| 阿里巴巴.公司 | Alibaba (China) Co., Ltd. | 06/11/2000 | 27/06/2008 |
| 阿里巴巴.网络 | Alibaba (China) Co., Ltd. | 06/11/2000 | 27/06/2008 |
| alibaba.biz | Alibaba.com Corporation | 27/03/2002 | 26/03/2011 |
| alibaba.com.tw | Alibaba.com Corporation | 15/11/1999 | 23/12/2013 |
| 阿里巴巴.hk | Alibaba.com Corporation | 02/12/2006 | 02/12/2009 |
| Alibaba.co.jp | Alibaba.com Corporation | 10/10/2006 | 31/10/2007 |
| Alibaba.ne.jp | Alibaba.com Corporation | 10/10/2006 | 31/10/2007 |
| Alibaba.jp | Alibaba.com Corporation | 08/05/2001 | 31/05/2008 |
| alibaba-limited.com | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibaba-limited.net | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibaba-ltd.com | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibaba-ltd.net | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibabalimited.com | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibabalimited.net | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibabaltd.com | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| alibabaltd.net | Alibaba.com Corporation | 10/09/2007 | 10/09/2008 |
| Alibabalimited.com.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |
| Alibabalimited.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |
| Alibaba-limited.com.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |

| Domain Name | Name of Registrant (after transfers completed, if any) | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|--------------------|--|----------------------|-----------------------------------|
| Alibaba-limited.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |
| Alibabald.com.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |
| Alibabald.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |
| Alibaba-ltd.com.cn | Alibaba (China) Co., Ltd. | 10/09/2007 | 10/09/2008 |

D. Internet Keywords

(a) Internet Keywords we own

- (i) As at the Latest Practicable Date, we own registrations of the following Internet keywords in the PRC:

| Internet Keyword | Name of Registrant | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|---|--|----------------------|-----------------------------------|
| trustpass (provided under the services of CNNIC) | Alibaba (China) Software Co., Ltd. (PRC) | 20/11/2005 | 20/11/2008 |
| 诚信通 (provided under the services of CNNIC) | Alibaba (China) Software Co., Ltd. (PRC) | 27/10/2003 | 27/10/2008 |
| 诚信指数 (provided under the services of CNNIC) | Alibaba (China) Software Co., Ltd. (PRC) | 23/04/2004 | 23/04/2008 |
| 诚信通档案 (provided under the services of CNNIC) | Alibaba (China) Software Co., Ltd. (PRC) | 23/04/2004 | 23/04/2008 |
| 中国供应商 (provided under the services of CNNIC) | Alibaba (China) Technology Co., Ltd. | 28/10/2003 | 28/10/2008 |
| 速买齐 | Alibaba (China) Technology Co., Ltd. | 22/03/2007 | 22/03/2012 |
| smatching | Alibaba (China) Technology Co., Ltd. | 22/03/2007 | 22/03/2012 |

(b) Internet Keywords licensed to us

- (i) As at the Latest Practicable Date, we are licensed to use the following Internet keywords in the PRC, all of which are in the process of being transferred by us to Alibaba Group:

| Internet Keyword | Name of Registrant | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|--|--------------------------|----------------------|-----------------------------------|
| Alibaba (通用网址 — provided under the services of CNNIC) | Alibaba (China) Co., Ltd | 25/12/2001 | 24/01/2008 |

| Internet Keyword | Name of Registrant | Date of Registration | Next Renewal Date (DD/MM/YYYY) |
|---|---------------------------|----------------------|--------------------------------|
| “阿里巴巴” (通用网址 — provided under the services of CNNIC) | Alibaba (China) Co., Ltd | 04/08/2001 | 23/12/2009 |
| 阿里巴巴 (“无线网址” — provided under the services of CNNIC) | Alibaba (China) Co., Ltd | 15/05/2007 | 15/05/2008 |
| Alibaba (“直达网址” — provided under the services of 青岛每步数码科技有限公司 (Meibu Co.)) | Alibaba (China) Co., Ltd. | 07/07/2005 | 07/07/2010 |
| 阿里巴巴 (“行业寻址” — provided under the services of 中国搜索推出的服务 (ZhongSou Co.)) | Alibaba (China) Co., Ltd. | 06/03/2006 | 06/03/2016 |
| Alibaba (“行业寻址” — provided under the services of 中国搜索推出的服务 (ZhongSou Co.)) | Alibaba (China) Co., Ltd. | 11/10/2006 | 11/10/2011 |

E. Copyright of Computer Software

- (i) As at the Latest Practicable Date, we own the copyright of the following software, details of which are as follows:

| Name of Software Registered as a Copyrighted Work | Name of Registrant | Place of Registration | Registration Date (DD/MM/YYYY) | Registration Number | Certificate Number | Software Product Registration Numbers |
|---|--|-----------------------|--------------------------------|---------------------|--------------------|---------------------------------------|
| Alibaba TrustPass Software | Alibaba (China) Software Co., Ltd. (PRC) | PRC | 20/12/2004 | 2004SR12631 | 031032 | Zhe DGY-2003-0174 |
| Alibaba International Trade Services Systems | Alibaba (China) Technology Co., Ltd. (PRC) | PRC | 10/09/2003 | 2003SR9597 | 014688 | Zhe DGY-2003-0235 |
| Alibaba E-Shops Software | Alibaba (China) Software Co., Ltd. (PRC) | PRC | 20/12/2005 | 2005SR15404 | 046905 | Zhe DGY-2006-0101 |
| Alibaba Keyword Bidding Systems Software | Alibaba (China) Technology Co., Ltd. (PRC) | PRC | 25/01/2007 | 2007SR01631 | 067626 | Zhe DGY-2007-0427 |

Save as aforesaid, there are no other trade or service marks, patents, other intellectual or industrial property rights which are or may be material in relation to our business.

C. DISCLOSURE OF INTERESTS

1. Interests and short positions of the directors in the share capital of our company and its associated corporations immediately following the Global Offering

As of the Latest Practicable Date, the interests and short positions of our directors and chief executive of our company in the equity or debt securities of our company or any associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and/or short positions which they are taken or deemed to have under such provisions of the SFO), or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, to be notified to our company and the Hong Kong Stock Exchange immediately following completion of the Global Offering will be as follows:

| <u>Name of director</u> | <u>Nature of interest</u> | <u>Relevant company (including associated corporations)</u> | <u>Number and class of securities⁽¹⁾</u> | <u>Approximate percentage of interest in the relevant company immediately after the Global Offering (assuming no exercise of the Over-Allotment Option)</u> | <u>Approximate percentage of interest in the Company immediately after the Global Offering (assuming exercise in full of the Over-Allotment Option)</u> |
|-------------------------|---|---|---|---|---|
| David Wei | Beneficial Interest and Deemed Interest | Our company | 48,250,000 ⁽²⁾ (L) | 0.96% | 0.96% |
| | | Alibaba.com Corporation | 3,400,000 ⁽³⁾ (L) | 0.14% | N.A. |
| Maggie Wu | Beneficial Interest and Deemed Interest | Our company | 9,650,000 ⁽⁴⁾ (L) | 0.19% | 0.19% |
| | | Alibaba.com Corporation | 600,000 ⁽⁵⁾ (L) | 0.03% | N.A. |
| Trudy Dai | Beneficial Interest and Deemed Interest | Our company | 4,600,000 ⁽⁶⁾ (L) | 0.09% | 0.09% |
| | | Alibaba.com Corporation | 13,285,260 ⁽⁷⁾ (L) | 0.54% | N.A. |
| | | Alibaba.com Corporation | 1,200,000 ⁽⁸⁾ (S) | 0.05% | N.A. |
| Sabrina Peng | Beneficial Interest and Deemed Interest | Our company | 2,425,000 ⁽⁹⁾ (L) | 0.05% | 0.05% |
| | | Alibaba.com Corporation | 950,000 ⁽¹⁰⁾ (L) | 0.04% | N.A. |
| | | Alibaba.com Corporation | 475,000 ⁽¹¹⁾ (S) | 0.02% | N.A. |
| Simon Xie | Beneficial Interest and Deemed Interest | Our company | 4,100,000 ⁽¹²⁾ (L) | 0.08% | 0.08% |
| | | Alibaba.com Corporation | 10,871,284 ⁽¹³⁾ (L) | 0.45% | N.A. |
| | | Alibaba.com Corporation | 1,200,000 ⁽¹⁴⁾ (S) | 0.05% | N.A. |
| Jack Ma | Beneficial Interest and Deemed Interest | Our company | 28,369,053 ⁽¹⁵⁾ (L) | 0.56% | 0.56% |
| | | Alibaba.com Corporation ⁽²⁾ | 189,127,024 ⁽¹⁶⁾ (L) | 7.74% | N.A. |
| | | Alibaba.com Corporation ⁽²⁾ | 9,456,351 ⁽¹⁷⁾ (S) | 0.39% | N.A. |
| Joseph Tsai | Beneficial Interest and Deemed Interest | Our company | 11,521,560 ⁽¹⁸⁾ (L) | 0.23% | 0.23% |
| | | Alibaba.com Corporation | 76,810,416 ⁽¹⁹⁾ (L) | 3.14% | N.A. |
| | | Alibaba.com Corporation | 3,840,520 ⁽²⁰⁾ (S) | 0.16% | N.A. |
| Andrew Tsuei | Beneficial Interest and Deemed Interest | Our company | 940,000 ⁽²¹⁾ (L) | 0.02% | 0.02% |
| | | Alibaba.com Corporation | 1,400,000 ⁽²²⁾ (L) | 0.06% | N.A. |
| | | Alibaba.com Corporation | 280,000 ⁽²³⁾ (S) | 0.01% | N.A. |

| <u>Name of director</u> | <u>Nature of interest</u> | <u>Relevant company (including associated corporations)</u> | <u>Number and class of securities⁽¹⁾</u> | <u>Approximate percentage of interest in the relevant company immediately after the Global Offering (assuming no exercise of the Over-Allotment Option)</u> | <u>Approximate percentage of interest in the Company immediately after the Global Offering (assuming exercise in full of the Over-Allotment Option)</u> |
|-------------------------|---|---|---|---|---|
| Long Yong Tu | Beneficial Interest and Deemed Interest | Our company | 100,000 ⁽²⁴⁾ (L) | 0.00% | 0.00% |
| Niu Gen Sheng | Beneficial Interest and Deemed Interest | Our company | 100,000 ⁽²⁵⁾ (L) | 0.00% | 0.00% |
| Walter Kwauk | Beneficial Interest and Deemed Interest | Our company | 100,000 ⁽²⁶⁾ (L) | 0.00% | 0.00% |

Notes:

- (1) The letters “L” and “S” denote the person’s long position and short position (arising from the Employee Equity Exchange) in such shares, respectively.
- (2) These securities represent deemed interests in Shares held by Direct Solutions Management Limited through Maimex Company Limited for the benefit of David Wei under the Pre-IPO Share Incentive Scheme.
- (3) These securities represent outstanding options to purchase shares of Alibaba.com Corporation directly owned by David Wei.
- (4) These securities represent deemed interests in Shares held by Direct Solutions Management Limited through Sheenson Development Limited for the benefit of Maggie Wu under the Pre-IPO Share Incentive Scheme.
- (5) These securities represent outstanding options to purchase shares of Alibaba.com Corporation directly owned by Maggie Wu.
- (6) These securities represent Shares to be transferred from Alibaba.com Corporation pursuant to the relevant terms of the Employee Equity Exchange to these parties: (i) 600,000 issued Shares to Trudy Dai; (ii) 600,000 issued Shares to Sheng Yi Fei, Ms. Dai’s spouse; (iii) 2,400,000 issued Shares to Able Island Assets Corp., a company ultimately owned by Ms. Dai and her spouse; and (iv) deemed interests in 1,000,000 Shares held by Direct Solutions Management Limited through Golden Jade Investment Limited, a company ultimately owned by a trust established by Ms. Dai for the benefit of her family under the Pre-IPO Share Incentive Scheme.
- (7) These securities represent: (i) 1,302,160 outstanding options to purchase shares of Alibaba.com Corporation directly issued to Trudy Dai; (ii) 325,000 issued shares of Alibaba.com Corporation directly owned by Trudy Dai; (iii) 370,600 outstanding options to purchase shares of Alibaba.com Corporation issued to Sheng Yi Fei, Ms. Dai’s spouse; (iv) 587,500 issued shares of Alibaba.com Corporation directly owned by Ms. Dai’s spouse; (v) 1,800,000 issued shares of Alibaba.com Corporation held by Able Island Assets Corp., a company ultimately owned by Ms. Dai and her spouse; (vi) 4,000,000 issued shares of Alibaba.com Corporation held by Golden Jade Investment Limited, a company ultimately owned by a trust established by Ms. Dai for the benefit of her family; and (vii) 4,900,000 issued shares of Alibaba.com Corporation held by Nationbright Investment Limited, a company ultimately owned by a trust established by Ms. Dai’s spouse for the benefit of his family.
- (8) The short position arising from the Employee Equity Exchange represents (i) 200,000 issued shares directly owned by Trudy Dai; (ii) 200,000 issued shares of Alibaba.com Corporation directly owned by Sheng Yi Fei, Ms. Dai’s spouse; and (iii) 800,000 issued shares of Alibaba.com Corporation held by Able Island Assets Corp., a company ultimately owned by Ms. Dai and her spouse. These securities are exchangeable into 3,600,000 Shares pursuant to the Employee Equity Exchange.
- (9) These securities represent (i) 1,425,000 Shares to be transferred from Alibaba.com Corporation to Sabrina Peng pursuant to the relevant terms of the Employee Equity Exchange; and (ii) deemed interests in 1,000,000 Shares held by Direct Solutions Management Limited through Netyan Enterprises Ltd. for the benefit of Ms. Peng under the Pre-IPO Share Incentive Scheme.

- (10) These securities represent: (i) 475,000 issued shares of Alibaba.com Corporation directly owned by Sabrina Peng; and (ii) 475,000 outstanding options to purchase shares of Alibaba.com Corporation directly owned by Ms. Peng.
- (11) The short position arising from the Employee Equity Exchange represents 475,000 issued shares of Alibaba.com Corporation directly owned by Ms. Peng. These securities are exchangeable into 1,425,000 Shares pursuant to the Employee Equity Exchange.
- (12) The securities represent Shares to be transferred from Alibaba.com Corporation pursuant to the relevant terms of the Employee Equity Exchange to these parties: (i) 600,000 issued Shares to Simon Xie; (ii) 3,000,000 issued Shares to Navibell Venture Corp., a company ultimately owned by a trust established by Mr. Xie for the benefit of his family; and (iii) deemed interests in 500,000 Shares held by Direct Solutions Management Limited through Lionyet International Ltd. for the benefit of Mr. Xie under the Pre-IPO Share Incentive Scheme.
- (13) These securities represent: (i) 1,474,200 outstanding options to purchase shares of Alibaba.com Corporation directly issued to Simon Xie; (ii) 1,397,084 issued shares of Alibaba.com Corporation directly owned by Mr. Xie; and (iii) 8,000,000 issued shares held by Navibell Venture Corp., a company ultimately owned by a trust established by Mr. Xie for the benefit of his family.
- (14) The short position arising from the Employee Equity Exchange represents (i) 200,000 issued shares of Alibaba.com Corporation directly owned by Simon Xie; and (ii) 1,000,000 issued shares of Alibaba.com Corporation held by Navibell Venture Corp., a company ultimately owned by a trust established by Mr. Xie for the benefit of his family. These securities are exchangeable into 3,600,000 Shares pursuant to the Employee Equity Exchange.
- (15) These securities represent Shares to be transferred from Alibaba.com Corporation to Jack Ma pursuant to the relevant terms of the Employee Equity Exchange.
- (16) These securities represent: (i) 2,020,000 outstanding options to purchase shares of Alibaba.com Corporation directly issued to Jack Ma; (ii) 43,009,528 issued shares of Alibaba.com Corporation directly owned by Mr. Ma; (iii) 91,250,136 issued shares of Alibaba.com Corporation held by JC Properties Limited, a company ultimately owned by a trust of which certain family members of Mr. Ma are beneficiaries; (iv) 15,754,028 outstanding options and 1,760,000 outstanding warrants to purchase shares of Alibaba.com Corporation issued to JSP Investment Limited, a company ultimately owned by a trust of which certain family members of Zhang Ying, Mr. Ma's spouse, are beneficiaries; and (v) 35,333,332 issued shares of Alibaba.com Corporation held by JSP Investment Limited.
- (17) The short position arising from the Employee Equity Exchange represents 9,456,351 issued shares of Alibaba.com Corporation directly owned by Jack Ma. These securities are exchangeable into 28,369,053 Shares pursuant to the Employee Equity Exchange.
- (18) These securities represent Shares to be transferred from Alibaba.com Corporation pursuant to the relevant terms of the Employee Equity Exchange to these parties: (i) 3,000,000 issued Shares to Parufam Limited, a company ultimately owned by a trust established by a family member in which Joseph Tsai is a beneficiary; (ii) 8,401,560 issued Shares owned by MFG Limited, a company ultimately owned by a trust established by Mr. Tsai for the benefit of his family; and (iii) 120,000 issued Shares owned by Clara Wu Ming-Hua, Mr. Tsai's spouse.
- (19) These securities represent: (i) 2,420,000 outstanding options to purchase shares of Alibaba.com Corporation directly issued to Joseph Tsai; (ii) 2,522,964 issued shares of Alibaba.com Corporation directly owned by Mr. Tsai; (iii) 160,000 outstanding options to purchase shares of Alibaba.com Corporation directly issued to Clara Wu Ming-Hua, Mr. Tsai's spouse; (iv) 40,000 issued shares of Alibaba.com Corporation directly owned by Mr. Tsai's spouse; (v) 20,361,300 issued shares of Alibaba.com Corporation held by MFG Limited, a company ultimately owned by a trust established by Mr. Tsai for the benefit of his family; (vi) 22,345,952 issued shares of Alibaba.com Corporation held by Parufam Limited, a company ultimately owned by a trust established by a family member in which Mr. Tsai is a beneficiary; and (vii) 28,960,200 issued shares of Alibaba.com Corporation held by PMH Holding Limited, a company ultimately owned by a trust established by Mr. Tsai for the benefit of his family.
- (20) The short position arising from the Employee Equity Exchange represents (i) 1,000,000 issued shares held by Parufam Limited, a company ultimately owned by a trust established by a family member in which Joseph Tsai is a beneficiary; (ii) 2,800,520 issued shares of Alibaba.com Corporation held by MFG Limited, which is ultimately owned by a trust established by Mr. Tsai for the benefit of his family; and (iii) 40,000 issued shares directly owned by Clara Wu Ming-Hua, Mr. Tsai's spouse. These securities are exchangeable into 11,521,560 Shares pursuant to the Employee Equity Exchange.
- (21) These securities represent (i) 840,000 Shares to be transferred from Alibaba.com Corporation to Andrew Tsuei pursuant to the relevant terms of the Employee Equity Exchange; and (ii) 100,000 Shares directly owned by Mr. Tsuei.
- (22) These securities represent (i) 600,000 outstanding shares of Alibaba.com Corporation directly owned by Andrew Tsuei; and (ii) 800,000 outstanding options to purchase shares of Alibaba.com Corporation directly issued to Mr. Tsuei.
- (23) The short position arising from the Employee Equity Exchange represents 280,000 issued shares of Alibaba.com Corporation directly owned by Andrew Tsuei. These securities are exchangeable into 840,000 Shares pursuant to the Employee Equity Exchange.
- (24) These securities represent Shares directly owned by Long Yong Tu.
- (25) These securities represent Shares directly owned by Niu Gen Sheng.
- (26) These securities represent Shares directly owned by Walter Kwauk.

2. Substantial shareholders

So far as our directors are aware, immediately following completion of the Global Offering, the following persons will have an interest or short position in the Shares or underlying Shares of our company which would fall to be disclosed to our company under the provisions of Divisions 2 and 3 of Part XV of the SFO or who will be, directly or indirectly, interested in 10% or more of the par value of any class of share capital carrying rights to vote in all circumstances at general meetings of our company:

| Name of shareholder | Number of securities immediately prior to the Global Offering ⁽¹⁾ | Approximate percentage of interest immediately prior to the Global Offering | Number of securities immediately after the Global Offering (assuming no exercise of the Over-Allotment Option) ⁽¹⁾ | Approximate percentage of interest in us immediately after the Global Offering (assuming no exercise of the Over-Allotment Option) | Number of securities immediately after the Global Offering (assuming exercise in full of the Over-Allotment Option) ⁽¹⁾ | Approximate percentage of interest in us immediately after the Global Offering (assuming exercise in full of the Over-Allotment Option) |
|---------------------------------|--|---|---|--|--|---|
| Alibaba.com Corporation | 4,825,000,000 ⁽²⁾ (L) | 100.0% | 4,193,455,500 (L) | 83.0% | 4,079,777,500(L) | 80.8% |
| | 515,685,820 ⁽³⁾ (S) | 10.7% | 515,685,820 (S) | 10.2% | 515,685,820(S) | 10.2% |
| Yahoo! ⁽⁴⁾ | 4,825,000,000 ⁽²⁾ (L) | 100% | 4,193,455,500 (L) | 83.0% | 4,079,777,500(L) | 80.8% |
| | — | — | 60,862,500 ⁽⁵⁾ (L) | 1.2% | 60,862,500(L) | 1.2% |
| | 515,685,820 ⁽³⁾ (S) | 10.7% | 515,685,820 (S) | 10.2% | 515,685,820(S) | 10.2% |

Notes:

- (1) The letters “L” and “S” denote a long position and short position in the Shares, respectively.
- (2) Includes 515,685,820 Shares held by Alibaba.com Corporation which will be transferred pursuant to the Employee Equity Exchange and the Pre-IPO Share Incentive Scheme as of the Latest Practicable Date.
- (3) Represents Shares subject to the Employee Equity Exchange and the Pre-IPO Share Incentive Scheme as of the Latest Practicable Date.
- (4) As Yahoo!, directly or indirectly through its wholly owned subsidiaries, owns more than one-third of the shares in Alibaba.com Corporation, Yahoo! is deemed under the SFO to be interested in all the Shares registered in the name of Alibaba.com Corporation. Please see the section “Substantial Shareholders” for further details of Yahoo!’s shareholding in Alibaba.com Corporation.
- (5) Represents Shares to be purchased by Yahoo! pursuant to its investment described in the section “Cornerstone Investors” starting on page 128 and assuming an Offer Price of HK\$12.75 (being the mid-point of the offer price range).

D. FURTHER INFORMATION ABOUT OUR DIRECTORS, MANAGEMENT, STAFF AND EXPERTS

1. Service contracts of our directors

None of our directors has or is proposed to have a service contract with any member of our Group (other than contracts expiring or determinable by the employer within one year without the payment of compensation other than the statutory compensation).

2. Directors’ remuneration

The aggregate amount of remuneration (including fees, salaries, discretionary bonus, contributions to defined contribution benefit plans (including pension), housing and other allowances, and benefits in kind) which were paid to our directors for the three years ended December 31, 2006 and for the six months ended June 30, 2007 were approximately RMB6,854,000, RMB7,510,000, RMB5,376,000 and RMB1,849,000, respectively. Our directors have also received share options granted by Alibaba Group and the allocation of share-based compensation expenses by Alibaba

Group during each of the three years ended December 31, 2006 and for the six months ended June 30, 2007 were RMB445,000, RMB1,227,000, RMB5,277,000 and RMB8,062,000, respectively.

Alibaba.com Corporation has granted 100,000 Shares from the Shares held by Alibaba.com Corporation to each of our independent non-executive directors and a non-executive director in connection with their appointment as our directors. These Shares are subject to a lock-up period of one year.

It is estimated that remuneration and benefits in kind, excluding any discretionary bonus payable to the directors, that is equivalent to approximately RMB50.7 million in the aggregate will be paid and granted to our directors by us in respect of the financial year ending December 31, 2007 under arrangements in force at the date of his prospectus.

3. Fees or commissions received

Save as disclosed in this prospectus, none of the directors or any of the persons whose names are listed in the paragraph headed “Consents” in this Appendix had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of our company or any of our subsidiaries within the two years preceding the date of this prospectus.

4. Related party transactions

During the two years preceding that date of this prospectus, we were engaged in related party transactions as described under the section headed “Connected Transactions” and note 32 of the Accountants’ Report set out in Appendix I to this prospectus. We believe the terms of the transactions described in note 32(a) to Appendix I—“Accountants’ Report” were generally consistent with normal commercial terms. With respect to the transactions described in note 32(b) to Appendix I—“Accountants’ Report”, we believe the purchase of advertising and promotion services from Beijing Huayi Brother Advertising Co. Ltd. was consistent with normal commercial terms, while the remaining transactions described therein may not be on normal commercial terms. In particular, the purchases and sales of property and equipment with the fellow subsidiaries were based on the net book value of the properties and equipment being transferred, the service fee received from Beijing Alibaba Information Technology Co., Ltd. and the technology consultation and advisory services fees paid to Zhejiang Alipay Network Technology Co., Ltd. were based on the mutual agreement of the parties without readily comparable market transactions, and the removal and compensation expense paid to Tao Bao (China) Software Co., Ltd. was determined with reference to the costs incurred. See note 32 to Appendix I—“Accountants’ Report” for a further description of the terms of these transactions.

E. DISCLAIMERS

Save as disclosed in this prospectus:

- (a) none of our directors or chief executive of our company has any interests and short positions in the Shares, underlying shares and debentures of our company or any associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors and Listed Companies to be notified to us and the Hong Kong Stock Exchange, in each case once our Shares are listed;

- (b) none of our directors nor any of the parties listed in the paragraph headed “Consents” in the section headed “Other Information” of this Appendix is interested in our promotion, or in any assets which have, within the two years immediately preceding the issue of this prospectus, been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to any member of our group;
- (c) none of our directors nor any of the parties listed in the paragraph headed “Consents” in the section headed “Other Information” of this Appendix is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to our business;
- (d) save for the Underwriting Agreements, none of the parties listed in the paragraph headed “Consents” in the section headed “Other Information” of this Appendix:
 - (i) is interested legally or beneficially in any of our Shares or any shares in any of our subsidiaries; or
 - (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribed for our securities;
- (e) within the two years preceding the date of this prospectus, we have not issued nor agreed to issue any share or loan capital fully or partly paid either for cash or for a consideration other than cash;
- (f) no share or loan capital of our company is under option or is agreed conditionally or unconditionally to be put under option;
- (g) we have not issued nor agreed to issue any founder shares, management shares or deferred shares;
- (h) none of the equity and debt securities of our company is listed or dealt with in any other stock exchange nor is any listing or permission to deal being or proposed to be sought;
- (i) we have no outstanding convertible debt securities;
- (j) within the two years immediately preceding the date of this prospectus, no commissions, discounts, brokerages or other special items have been granted in connection with the issue or sale of any share or loan capital of our company or any of our subsidiaries;
- (k) within the two years preceding the date of this prospectus, no commission has been paid or payable (except commissions to the Underwriters) for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares in our company; and
- (l) none of our directors or their associates has any interest in our five largest suppliers or our top five business customers.

F. SHARE INCENTIVE PLANS OF ALIBABA.COM CORPORATION

(a) Background

Prior to the completion of the Reorganization, Alibaba.com Corporation had adopted four share incentive plans (collectively, the “Parent Share Incentive Plans”), as follows:

- (i) Alibaba.com Corporation 1999 Share Option Plan;
- (ii) Alibaba.com Corporation 2004 Share Option Plan;
- (iii) Alibaba.com Corporation 2005 Share Option Plan; and
- (iv) Alibaba.com Corporation 2007 Share Incentive Plan.

Alibaba.com Corporation has granted options, RSUs and restricted shares (which have since vested and been converted into shares of Alibaba.com Corporation) under the Parent Share Incentive Plans to employees, directors and consultants of Alibaba Group.

(b) Key Terms of the Awards

The key terms of the awards granted under the Parent Share Incentive Plans are as follows:

(i) Exercise Price

The exercise price of the options granted are tied to the fair market value of the ordinary shares of Alibaba.com Corporation or such price as the administrator of the Parent Share Incentive Plans may determine taking into account certain factors. Holders of RSUs are required to pay the par value per share upon delivery of shares underlying RSUs granted under the Parent Share Incentive Plans.

(ii) Vesting

The administrator of the Parent Share Incentive Plans determines the vesting schedule which is specified in the award agreements. In general, options and RSUs are subject to a four-year vesting schedule whereby 25% of the options and RSUs vest upon the first anniversary of the vesting commencement date, and ratably monthly or annually thereafter.

(iii) Exercise Period of Options/Vesting of RSUs

The exercise period of the options or the vesting period of RSUs ranges from six to ten years from the date of grant.

(iv) Repurchase

If a grantee is terminated for cause, or if, while performing services to the Alibaba Group or within 12 months after the termination of his or her employment, a grantee (x) becomes an officer, director, employee, consultant, advisor, partner of, or a shareholder or other proprietor owning more than a five percent (5%) interest in, any competitor, or (y) knowingly performs any act which may confer any competitive benefit or advantage upon any competitor, all unexercised options or RSUs, whether vested or unvested, shall be cancelled, and all shares issued pursuant to the awards granted under the Parent Share Incentive Plans are subject to repurchase by Alibaba.com Corporation at the original purchase price or par value of such shares. Any shares covered by such cancelled options or RSUs, any unissued shares underlying any awards to the grantee, and any shares repurchased will revert to the applicable Parent Share Incentive Plans.

(c) Terms of Options and RSUs relating to the Company's Shares Issued by Alibaba.com Corporation

The terms applicable to the options and RSUs relating to our Shares to be issued by Alibaba.com Corporation pursuant to the Employee Equity Exchange are substantially the same as those applicable to the options and RSUs relating to the shares of Alibaba.com Corporation granted under the Parent Share Incentive Plans. Participants in the Employee Equity Exchange are not required to pay anything upon the grant of such options and RSUs.

G. PRE-IPO SHARE INCENTIVE SCHEME

(a) Background

Alibaba.com Corporation authorized the adoption of a share incentive scheme ("Pre-IPO Share Incentive Scheme") by a resolution of its board on September 15, 2007. The awards granted pursuant to the Pre-IPO Share Incentive Scheme include options or rights to acquire our Shares held by

Alibaba.com Corporation. The purpose of the Pre-IPO Share Incentive Scheme is to provide incentives to certain employees and executive directors of our company and to recognize the contribution of certain employees of Alibaba Group to the Listing.

(b) Outstanding Awards Granted

As of the Latest Practicable Date, Alibaba.com Corporation issued awards under the Pre-IPO Share Incentive Scheme that relate to an aggregate of 72,175,000 Shares.

(c) Maturity/Vesting

These awards will not be exercisable or become mature until after the date falling 12 months after the commencement date. The Shares underlying the awards granted pursuant to the Pre-IPO Share Incentive Scheme are subject to a four-year vesting or maturity period. 25% of the total number of Shares underlying the awards will vest or mature on the first anniversary of the commencement date with a further 25% to vest or mature on each subsequent anniversary.

(d) Impact on Public Float

Acquisition of any Shares under the Pre-IPO Share Incentive Scheme will not have a dilution effect on the shareholdings of the shareholders of the Company because Alibaba.com Corporation will transfer such Shares to the participants from its own holdings. Save as disclosed above, no further awards will be granted under the Pre-IPO Share Incentive Scheme.

(e) Principal Terms

The principal terms of the Pre-IPO Share Incentive Scheme are as follows:

- (a) the total number of Shares subject to the Pre-IPO Share Incentive Scheme is 72,175,000, equivalent to approximately 1.5% (immediately prior to the Global Offering) and approximately 1.4% (immediately following completion of the Global Offering), of the issued share capital of the Company; and
- (b) in relation to options, the exercise price per Share shall be the fair value of each Share on the date of the grant of the option, which is equivalent to HK\$6.80 per Share.

H. RSU SCHEME

(a) Background

The Company has conditionally adopted a restricted share unit scheme ("RSU Scheme") by a resolution our sole shareholder on October 12, 2007 and a resolution of our board on October 12, 2007. The purposes of the RSU Scheme are to attract and retain the best available personnel by providing additional incentives to employees and consultants of our company and to promote the success of our company's business. The RSU Scheme is not subject to the provisions of Chapter 17 of the Listing Rules.

The board has the power to administer the RSU Scheme. Our employees and consultants shall qualify for the RSU Scheme at the discretion of the board.

(b) Restricted Share Units

A RSU is a right to receive a Share granted to a beneficiary ("Beneficiary") under the RSU Scheme.

The RSUs granted under the RSU Scheme shall be subject to a vesting period.

(c) Grants

The term of the RSU Scheme shall be 10 years commencing from the Listing Date.

During the term of the RSU Scheme, the maximum number of Shares with respect to which RSUs may be granted under the RSU Scheme will be calculated in accordance with the following formula:

$$X = (A+B) - (C+D+E)$$

Where:

X = the maximum aggregate number of Shares with respect to which RSUs may be granted under the RSU Scheme as of the date of the relevant annual general meeting and which will be a maximum of 135,100,000 Shares from the Listing Date to the date of the first annual general meeting of the Company assuming that there are no other equity incentive plans other than the Share Option Scheme and the RSU Scheme;

A = 135,100,000 Shares;

B = the maximum aggregate number of our Shares authorized by our shareholders to be issued under other equity incentive plans (if any), other than the RSU Scheme and the Share Option Scheme;

C = the maximum aggregate number of our Shares underlying options that have been granted previously under the Share Option Scheme;

D = the maximum aggregate number of Shares authorized for issuance assuming the vesting of all RSUs previously granted under the RSU Scheme; and

E = the maximum aggregate number of our Shares authorized for issuance assuming the exercise of all other rights to acquire our Shares that have been previously granted pursuant to other equity incentive plans (if any), other than the RSU Scheme and the Share Option Scheme.

The board will seek from our shareholders in general meeting a separate mandate specifying (i) the maximum number of Shares that may be the subject of RSUs granted under the RSU Scheme during the period between one annual general meeting and the subsequent annual general meeting, and (ii) that the board has the power to deal with, allot and issue the Shares, which are the subject of the RSUs, as and when they vest.

The separate mandate with respect to grants of RSUs will only remain in effect until:

- (i) the conclusion of our next annual general meeting;
- (ii) the expiration of the period within which our next annual general meeting is required by any applicable law or our Articles of Association to be held; and
- (iii) it is varied or revoked by an ordinary resolution of our shareholders in general meeting,

whichever is the earliest.

In our circular to shareholders convening the relevant general meeting, we shall disclose the number of Shares that may be the subject of RSUs granted under the mandate, and the dilution effect on the shareholdings of our shareholders.

In our annual reports, we will disclose the information regarding the impact of the grant of RSUs under the RSU Scheme in the preceding financial year, including an analysis of the fair value of the grants, the potential dilution effect on the shareholdings of our shareholders and the our employee costs arising from the grant of such RSUs.

When it grants RSUs, the board shall specify the conditions to vesting in relation to the RSUs granted to the Beneficiary. When a RSU vests, the Company will issue a Share for each RSU to the Beneficiary.

Grants under the RSU Scheme will not be made to Beneficiaries who are connected persons of the Company (as defined in the Listing Rules).

Any grant made under the RSU Scheme shall be made by a letter specifying the number of RSUs proposed to be granted and the applicable terms and conditions relating to the grant. Each Beneficiary is required to accept the offer and undertake to hold the RSUs on the terms and conditions of the grant. Shares will not be issued under the RSU Scheme until the applicable vesting conditions (if any) are satisfied.

The Shares to be issued pursuant to the grant of RSUs under the RSU Scheme to the Beneficiaries will form part of their remuneration (being a discretionary bonus in the form of a discretionary cash bonus satisfied in the form of Shares, subject to vesting conditions).

(d) Conditions

The RSU Scheme is conditional on:

- (i) the Listing Committee granting approval for the listing of, and permission to deal in the Shares that are the subject of the total number of RSUs that may be granted during the period commencing on the Listing Date and ending on the date of the first annual general meeting, under the RSU Scheme; and
- (ii) the commencement of dealings in the Shares on the Hong Kong Stock Exchange.

If both these conditions are not satisfied on or before the date following 90 days after the date of this prospectus, or such later date as the board may decide, the RSU Scheme shall terminate automatically and no person shall be entitled to any rights or benefits under the RSU Scheme. Application has been made to the Hong Kong Stock Exchange for the listing of the Shares referred to in paragraph (d)(i) above.

A grant under the RSU Scheme shall be personal to the Beneficiary and shall not be assignable or transferable by the Beneficiary provided that:

- (i) during the Beneficiary's lifetime, the Beneficiary can transfer RSUs to his family members by gift or pursuant to a court order relating to the settlement of marital property rights; and
- (ii) following the Beneficiary's death, RSUs may be transferred by will or by the laws of testacy and distribution.

Except as stated above, no Beneficiary shall in any way sell, transfer, charge, mortgage, encumber or create any interests in favour of any third party over or in relation to any RSU.

(e) Cancellation

An unvested RSU shall be cancelled automatically upon the earliest of:

- (x) the date of the termination of Beneficiary's employment or service by our company for cause;

- (y) the date on which the Beneficiary becomes an officer, director, employee, consultant, advisor, partner of, or a stockholder or other proprietor owning more than a 5% interest in, any competitor; and
- (z) the date on which the Beneficiary knowingly performs any act that may confer any competitive benefit or advantage upon any competitor.

The board shall have the right to determine what constitutes cause, whether the Beneficiary's employment has been terminated for cause, the effective date of such termination and whether someone is a competitor, and such determination by the board shall be final and conclusive.

If the Beneficiary terminates his employment or service prior to the vesting date of a RSU, such RSU shall be automatically cancelled on the date the Beneficiary terminates his employment of service.

The Company shall have the right to repurchase the Shares that the Beneficiary has obtained as a result of the vesting of RSUs granted pursuant to this Scheme at the trading price of the Shares on the date such RSUs were granted following the occurrence of one of more of the following events:

- (x) the Beneficiary's employment is terminated by our company for cause; or
- (y) the Beneficiary either:
 - (i) becomes an officer, director, employee, consultant, advisor, partner of or stockholder or other proprietor owning more than 5% interest in any competitor; or
 - (ii) knowingly performs any act that may confer a competitive benefit or advantage upon any competitor,

at any time before or within 12 months after the Beneficiary's employment is terminated by our company for any reason.

The Beneficiary shall not be entitled to sell, transfer or deal with the Shares underlying the RSUs granted pursuant to the RSU Scheme upon the occurrence of one or more of the following events:

- (x) the Beneficiary's employment is terminated by our company for cause; or
- (y) the Beneficiary either:
 - (i) becomes an officer, director, employee, consultant, advisor, partner of or stockholder or other proprietor owning more than 5% interest in any competitor; or
 - (ii) knowingly performs any act that may confer a competitive benefit or advantage upon any competitor,

at any time before or within 12 months after the Beneficiary's employment is terminated by our company for any reason. If the Beneficiary sells, transfers or deals with the Shares in breach of this obligation, the Beneficiary shall pay the Company the proceeds or consideration obtained as a result of such breach upon demand by the Company.

I. SHARE OPTION SCHEME

The following is a summary of the principal terms of our Share Option Scheme, conditionally adopted by a resolution of our sole shareholder passed on October 12, 2007 and a resolution of our board on October 12, 2007. The terms of our Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

1. Purpose of the Share Option Scheme

The purpose of the Share Option Scheme is to attract skilled and experienced personnel, to incentivize them to remain with our company and to give effect to our company's customer-focused corporate culture, and to motivate them to strive for the future development and expansion of our company and its subsidiaries, by providing them with the opportunity to acquire equity interests in our company.

2. Participants of the Share Option Scheme and the basis of determining the eligibility of the participants

The board of directors of our company may at its discretion grant options to directors (including executive directors, non-executive directors and independent non-executive directors) and employees of the Group and any advisers, consultants, of any member of our group who the board considers, in its sole discretion, have contributed or will contribute to our group ("Eligible Employees").

3. Status of the Share Option Scheme

(a) Conditions of the Share Option Scheme

The Share Option Scheme shall take effect subject to: (i) the commencement of dealing in the shares on the Hong Kong Stock Exchange; (ii) the passing of the necessary resolutions to adopt the Share Option Scheme by our shareholders; and (iii) the Listing Committee approving the listing of and permission to deal in any Shares to be allotted and issued pursuant to the exercise of options under the Share Option Scheme (the "Conditions").

(b) Life of the Share Option Scheme

The Share Option Scheme shall be valid and effective for 10 years from the date on which the last of the Conditions is fulfilled (the "Scheme Period"), after which time no further option will be granted but the provisions of the Share Option Scheme shall remain in full force and effect in all other respects. The total number of Shares that may be allotted and issued upon the exercise of all options to be granted under our share option scheme initially must not in aggregate exceed 135,100,000 Shares ("General Scheme Limit"). Application has been made to the Hong Kong Stock Exchange for the listing of the 135,100,000 Shares.

4. Grant of options

(a) Making of an offer

An offer of the grant of an option shall be made to an Eligible Employee by letter ("Offer Letter") in such form as the board may from time to time determine, requiring the Eligible Employee to undertake to hold the option on the terms on which it is to be granted (which may include a minimum period for which the option must be held before it can be exercised and a performance target that must be reached before the option can be exercised in whole or in part) and to be bound by the provisions of the Share Option Scheme (including any operational rules made under the Share Option Scheme). The offer shall remain open for acceptance for such time to be determined by the board provided that no such offer shall be open for acceptance after the expiry of the Scheme Period or after the termination of the Share Option Scheme.

(b) Acceptance of an offer

An option shall be deemed to have been granted to (subject to certain restrictions in the Share Option Scheme), and accepted by, the Eligible Employee (the “Grantee”) and to have taken effect after we receive the Offer Letter signed by the Grantee together with a remittance in favour of our company of HK\$1 or the equivalent amount in any currency by way of consideration for the grant of the option shall have been received by our company on or before the last day for acceptance as defined by the board. The remittance is not in any circumstances refundable. Once accepted, the option is granted as from the date on which it was offered to the relevant Grantee.

(c) Restrictions on time of grant

No grant of options shall be made after a price sensitive event in relation to the securities of our company has occurred or a price sensitive matter in relation to the securities of our company has been the subject of a decision, until the price sensitive information has been announced pursuant to the requirements of the Listing Rules. In particular, no option shall be granted during the period of one month immediately preceding the earlier of:

- (1) the date of the board meeting as shall have been notified to the Hong Kong Stock Exchange for the approval of our company’s results for any year, half-year or quarterly or any other interim period (whether or not required under the Listing Rules); and
- (2) the deadline for our company to publish an announcement of its results for any year or half-year under the Listing Rules or quarterly or other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement. The period during which no option may be granted will cover any period of delay in the publication of a results announcement.

(d) Grant to connected persons

Any grant of options to a connected person must be approved by all the independent non-executive directors (excluding any independent non-executive director who is a proposed Grantee of the options).

(e) Grant to substantial shareholders and independent non-executive directors

Without prejudice to paragraph 4(d) above, any grant of options to a substantial shareholder or an independent non-executive director of our company or any of their respective associates must be approved by our Shareholders in general meeting if the Shares issued and to be issued and to be issued upon exercise of all options already granted and proposed to be granted to him (whether exercised, cancelled or outstanding) in the 12-month period up to and including the proposed date of such grant:

- (i) would represent in aggregate more than 0.1% of the Shares then in issue; and
- (ii) would have an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million (or such other amount as shall be permissible under the Listing Rules from time to time).

(f) Proceedings in general meeting to approve the grant of option

At the general meeting to approve the proposed grant of options under paragraph (d), all connected persons of our Company must abstain from voting unless intending to vote against the

proposed grant. At such general meeting, the vote to approve the grant of such options must be taken on a poll in accordance with the relevant provisions of the Listing Rules.

5. Subscription price

The price per Share at which a Grantee may subscribe for Shares upon exercise of an option (the “Subscription Price”) shall, subject to any adjustment pursuant to paragraph 7 below, be a price determined by the board but in any event shall be at least the highest of:

- (i) the closing price of the Shares as stated in the Hong Kong Stock Exchange’s daily quotations sheets on the date on which the option is offered (the “Offer Date”);
- (ii) the average of the closing prices of the Shares as stated in the Hong Kong Stock Exchange’s daily quotation sheets for the five business days immediately preceding the Offer Date; and
- (iii) the par value of the Shares,

except that for the purposes of calculating the Subscription Price under paragraph 5(ii) above for an option offered within five business days of the Listing Date, the price at which the Shares are to be offered for subscription pursuant to the Global Offering shall be used as the closing price for any business day falling within the period before the Listing Date.

6. Maximum number of Shares available for subscription

(a) Scheme Mandate

Subject to sub-paragraphs 6(b) and 6(c) below, the maximum number of Shares in respect of which options may be granted under the Share Option Scheme (which shall not in aggregate exceed 10% of the Shares in issue of the date the Share Option Scheme was approved) shall be calculated in accordance with the following formula:

$$X = (A+B) - (C+D+E)$$

Where:

X = the maximum aggregate number of Shares that the board shall be entitled to grant options over and which will be a maximum of 135,100,000 Shares assuming that there are no other equity incentive plans other than the Share Option Scheme and the RSU Scheme;

A = 135,100,000 Shares (the “Scheme Mandate Limit”);

B = the maximum aggregate number of Shares authorized for issuance under other equity incentive plans (if any), other than the Share Option Scheme and the RSU Scheme;

C = the maximum aggregate number of Shares underlying options that have been previously granted under the Share Option Scheme;

D = the maximum aggregate number of Shares authorized for issuance assuming the vesting of all RSUs that have been previously granted under the RSU Scheme; and

E = the maximum aggregate number of Shares authorized for issuance assuming the exercise of all other rights to acquire Shares granted pursuant to other equity incentive plans (if any), other than the Share Option Scheme and the RSU Scheme.

For the purpose of calculating the Scheme Mandate, options which have lapsed in accordance with the terms of the relevant scheme shall not be counted.

(b) Renewal of Scheme Mandate

Subject to paragraph (d) below, our company may seek approval by our Shareholders in general meeting for renewing or increasing the Scheme Mandate provided that the total number of Shares in respect of which options may be granted under the Share Option Scheme and any other schemes of our company under the Scheme Mandate as renewed must not exceed 10% of the total number of Shares in issue as at the date of the shareholders' approval. Options previously granted under the Share Option Scheme and any other share option schemes of our company, whether outstanding, cancelled, lapsed in accordance with its applicable rules or already exercised, will not be counted for the purpose of calculating the limit as renewed.

For the purpose of seeking the approval of our shareholders under this sub-paragraph 6(b), a circular containing the information required under Rule 17.02(2)(d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules must be sent to our shareholders.

(c) Grant of Options beyond Scheme Mandate

Our Company may seek separate approval by our shareholders in general meeting for granting options beyond the Scheme Mandate provided that the options in excess of the Scheme Mandate are granted only to Eligible Employees who are specifically identified before such approval is sought.

For the purpose of seeking the approval of our Shareholders under this sub-paragraph (6)(c), our Company must send a circular to our shareholders containing a generic description of the specified Grantees who may be granted such options, the number and terms of the options to be granted, the purpose of granting such options to the Grantees with an explanation as to how the terms of options serve such purpose and the information required under Rule 17.02(2)(d) of the Listing Rules and the disclaimer as required under Rule 17.02(4) of the Listing Rules.

(d) Maximum number of Shares issued pursuant to Options

Notwithstanding anything to the contrary in the Share Option Scheme, the maximum limit on the number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other schemes of our Company must not exceed such number of Shares as shall represent 30% of the Shares in issue from time to time. No options may be granted if such grant will result in this 30% limit being exceeded.

(e) Grantee's maximum holding

Unless approved by our shareholders in general meeting in the manner prescribed in the Listing Rules, the board shall not grant options to any Grantee if the acceptance of those options would result in the total number of shares issued and to be issued to that Grantee on exercise of his options during any 12-month period exceeding 1% of the total Shares then in issue.

Where any further grant of options to a Grantee, if exercised in full, would result in the total number of Shares already issued or to be issued upon exercise of all options granted and to be granted to such Grantee (including exercised, cancelled and outstanding options) in any 12-month period up to and including the date of such further grant exceeding 1% of the total number of Shares in issue, such further grant must be separately approved by our shareholders in general meeting with such Grantee and his associates abstaining from voting. Our company must send a circular to our shareholders and the circular must disclose the identity of the Grantee, the number and terms of the options to be granted and options previously granted to such Grantee and the information required under the Listing Rules.

(f) *Adjustment*

The number of Shares subject to the options issued pursuant to the Share Option Scheme may be adjusted in such manner as our company's independent financial advisor or auditor (acting as expert and not a arbitrator) shall certify in writing to the board to be in its opinion fair and reasonable in accordance with sub-paragraph 7(b) below.

7. Reorganization of capital structure

(a) *Adjustment of options*

In the event of any alteration in the capital structure of our company whilst any option becomes or remains exercisable, whether by way of capitalization of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of our company (other than an issue of Shares as consideration in respect of a transaction to which our company is a party), the board shall make (and shall notify to the Grantee) such corresponding adjustments (if any) to:

- (i) the number or nominal amount of Shares subject to the option so far as unexercised; or
- (ii) the Subscription Price,

or any combination thereof, provided that:

- (x) any such adjustments give a Beneficiary the same proportion of the equity capital of the Company as that to which the Beneficiary was previously entitled; and
- (y) notwithstanding (x) above, any adjustments as a result of an issue of securities with a pre-dilutive element, such as a rights issue, open offer or capitalisation issue, should be based on a scrip factor similar to the one used in accounting standards in adjusting the earnings per share figures,

but no such adjustments shall be to the extent that a Share would be issued at less than its par value. In respect of any such adjustments, an independent financial advisor or our auditors must confirm to the directors in writing that the adjustments are in their opinion fair and reasonable.

(b) *Auditors/independent financial advisor confirmation*

We shall engage our auditors or an independent financial advisor to certify in writing, either generally or as regards any particular Beneficiary, that the adjustments above satisfy the requirements in sub-paragraphs (x) and (y) above.

8. Cancellation of options

Subject to the consent from the relevant Grantee, the board may at its discretion cancel options previously granted to and yet to be exercised by a Grantee for the purpose of re-issuing new options to that Grantee provided that there are sufficient available unissued options under the Scheme Mandate as renewed from time to time (excluding such cancelled options) in accordance with the terms of the Share Option Scheme.

9. Assignment of options

An option is personal to the Grantee and shall not be transferable or assignable.

10. Rights attached to the Shares

The Shares to be allotted upon exercise of an option will be subjects to all the provisions of our articles of association and will rank *pari passu* with the fully paid Shares in issue as from the day when the name of the Grantee is registered on the register of members of our company (the “Registration Date”). Accordingly the Shares will entitle the holders to participate in all dividends or other distributions paid or made on or after the Registration Date other than any dividends or other distributions previously declared or recommended or resolved to be paid or made with respect to a record date which is before Registration Date.

A Share issued upon the exercise of an option shall not carry any voting rights until the registration of the Grantee or his nominee as the holder of the Share on the register of members of our company.

Unless otherwise regulated by applicable law, a Grantee, shall have no rights as Shareholder with respect to any Shares covered by an option before such Grantee exercises the option.

11. Exercise of options

(a) *General*

The period during which an option may be exercised in accordance with the terms of the Share Option Scheme (“Option Period”) shall be the period of time to be notified by our board to each Grantee, which the board may in its absolute discretion determine, save that such period shall not be more than ten years commencing on the Offer Date.

(b) *Rights on a takeover*

In the event of a general or partial offer, whether by way of take-over offer, or a take-over by way of a scheme of arrangement or otherwise in like manner, is made by any person other than Alibaba.com Corporation or any of its subsidiaries to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror and the take-over offer becomes or is declared unconditional, the Grantee shall be entitled to exercise the option (to the extent not already exercised), within one month from the date the take-over offer is declared unconditional.

12. Lapse of options

An option where vested or unvested shall lapse automatically (to the extent not already exercised) on the earliest of:

- (a) the expiry of the Option Period;
- (b) the date of termination of the Grantee’s employment or service by our company for cause;
- (c) the date the Grantee:
 - (i) becomes an officer, director, employee, consultant, advisor, partner of, or a stockholder or other proprietor owning more than a 5% interest in, any competitor; or
 - (ii) knowingly performs any act that may confer any competitive benefit or advantage upon any competitor;

- (d) the expiry of the period referred to in paragraph 11(b) above subject to any court of competent jurisdiction not making an order to prohibit the offeror from acquiring the remaining Shares in a take-over offer, the relevant period within which options may be exercised shall not begin to run until the discharge of the order in question or unless such offer lapses or is withdrawn before that date;
- (e) subject to a take-over offer by way of a scheme of arrangement becoming effective, the expiry of the period for exercising the option as referred to in sub-paragraph (d) above;
- (f) the date of the commencement of the winding-up of the Company; or
- (g) the date on which the Grantee transfers his options to a third party in breach of the Share Option Scheme.

The board shall have the right to determine what constitutes cause, whether the Grantee's employment or service has been terminated for cause, the effective date of such termination for cause and whether someone is a competitor, and such determination by the board shall be final and conclusive.

If the Grantee's employment or service is terminated by our company for any reason other than for cause, the option shall automatically expire and be cancelled in respect of Shares that have not vested as at the date the Grantee's employment or service is terminated.

Subject to this paragraph, if the Grantee fails to exercise the option in respect of vested Shares within 3 months after the Grantee's employment or service is terminated by our Company for any reason other than for cause, the option shall automatically expire and be cancelled in respect of such vested Shares. If the Grantee fails to exercise the option in respect of vested Shares within 1 year after the Grantee's employment or service is terminated by our company as a result of death or disability, the option shall automatically expire and be cancelled in respect of such vested Shares. The Company shall have the right to repurchase the Shares that the Grantee has obtained as a result of exercising the option at the original Subscription Price paid by the Grantee at any time following the occurrence of one or more of the following events:

- (a) the Grantee's employment is terminated by our company for cause; or
- (b) the Grantee either:
 - (i) becomes an officer, director, employee, consultant, advisor, partner of or stockholder or other proprietor owning more than 5% interest in any competitor; or
 - (ii) knowingly performs any act that may confer a competitive benefit or advantage upon any competitor,

at any time before or within 12 months after the Grantee's employment or service is terminated by our company or any of its subsidiaries for any reason. The Grantee shall not be entitled to sell, transfer or deal with the Shares underlying the option upon the occurrence of one or more of the following events:

- (a) the Grantee's employment is terminated by our company for cause; or
- (b) the Grantee either:
 - (i) becomes an officer, director, employee, consultant, advisor, partner of or stockholder or other proprietor owning more than 5% interest in any competitor; or

- (ii) knowingly performs any act that may confer a competitive benefit or advantage upon any competitor,

at any time before or within 12 months after the Grantee's employment or service is terminated by our company for any reason. If the Grantee sells, transfers or deals with the Shares underlying the option in breach of this obligation, the Grantee shall pay the Company the proceeds or consideration obtained as a result of such breach upon demand by the Company.

13. Amendment of the Share Option Scheme

The specific provisions of the Share Option Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of Eligible Employees, and changes to the authority of the Board in relation to any alteration of the terms of the Share Option Scheme shall not be made, in either case, without the prior approval of shareholders in general meeting. Any alterations to the terms and conditions of the Share Option Scheme which are of material nature, or any change to the terms of options granted, must also, to be effective, be approved by the shareholders in general meeting, except where alterations take effect automatically under the existing terms of the Share Option Scheme. The Share Option Scheme so altered must comply with Chapter 17 of the Listing Rules.

14. Termination

Our company may at any time terminate the operation of the Share Option Scheme by resolution of the Board or resolution of the shareholders in general meeting and in such event no further options will be offered but the provisions of the Share Option Scheme shall remain in force in all other respects to the extent necessary to give effect to the exercise of the options (to the extent not already exercised) granted prior to the termination or otherwise or may be required in accordance with the provisions of the Share Option Scheme. All options granted prior to the termination and yet to be exercised shall continue to be valid and exercisable in accordance with the terms of the Share Option Scheme.

As of the Latest Practicable Date, no option has been granted by our company under the Share Option Scheme.

J. PRE-IPO SHARE APPRECIATION RIGHTS PLAN

In order to motivate and incentivize employees who have not been granted options and to reward them for their contribution to our company prior to the Listing, we have implemented a share appreciation rights award plan to provide for a "one-time" award of cash-settled share appreciation rights prior to Listing.

Our share appreciation rights award plan provides that the eligible participants are employees designated by our board of directors. Eligible participants are granted share appreciation rights under this plan that will vest in two instalments: 40% upon the expiration of the first six months following the Listing and the remaining 60% after a further six months. Upon each vesting date, the participants will be entitled to receive for the each right that vests on the vesting date an amount equal to the difference, if any, between the Offer Price, as adjusted for any change in our shareholders' equity, and the average market price of our Shares in the five trading days prior to the relevant vesting date. If the average market price of our Shares is lower than the Offer Price, then no amount will be paid to the participant.

The total share appreciation rights granted to our employees under the plan represent share-equivalent units that are tied to approximately 700,000 Shares immediately upon completion of the Global Offering. No Shares will be issued under the share appreciation rights award plan.

K. OTHER INFORMATION**1. Deed of Indemnity****A. Estate Duty Indemnity**

Our directors have been advised that no material liability for estate duty is likely to fall on our company or any of our subsidiaries in the Cayman Islands, Hong Kong or the PRC.

B. Taxation Indemnity

Alibaba Group has entered into the Deed of Indemnity (being a material contract referred to in the paragraph headed “Summary of material contracts” of this Appendix) to provide certain indemnities, including an indemnity against taxation, in our favour. See “Connected Transactions — Connected Transactions Pursuant to Our Reorganization — Deed of Indemnity” starting on page 153.

2. Litigation

Save and except as disclosed in “Our Business — Legal Proceedings” on page 97 as at the Latest Practicable Date, we are not aware of any other litigation or arbitration proceedings of material importance pending or threatened against us or any of our directors that could have a material adverse effect on our financial condition or results of operation.

3. Preliminary expenses

Our estimated preliminary expenses are approximately US\$3,000 (RMB22,470) and have been paid by our company.

4. Particulars of Selling Shareholder

Alibaba.com Corporation, incorporated in the Cayman Islands, with its registered address at Trident Trust Company (Cayman) Limited, Fourth Floor, One Capital Place, P.O. Box 847GT Grand Cayman, Cayman Islands, is offering 631,544,500 Shares in the Global Offering. Up to an additional 113,678,000 Shares will be sold by Alibaba.com Corporation if the Over-Allotment Option is exercised in full.

5. Qualifications of experts

The qualifications of the experts (as defined under the Listing Rules and the Hong Kong Companies Ordinance) who have given their opinions or advice in this prospectus are as follows:

| <u>Name</u> | <u>Qualifications</u> |
|---------------------------------------|---|
| Goldman Sachs (Asia) L.L.C. | Licensed to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities under the SFO |
| Morgan Stanley Asia Limited | Licensed to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities under the SFO |
| PricewaterhouseCoopers | Certified public accountants |
| American Appraisal | Property valuers |
| Fangda Partners | PRC legal advisors |
| Maples and Calder | Cayman Islands legal advisors |

6. Consents

Each of Goldman Sachs (Asia) L.L.C., Morgan Stanley Asia Limited, PricewaterhouseCoopers, American Appraisal, Fangda Partners and Maples and Calder has given and has not withdrawn its respective written consents to the issue of this prospectus with the inclusion of their reports and/or letters and/or valuation certificates and/or the references to their names included herein in the form and context in which they are respectively included.

None of the experts named above has any shareholding interests in any member of our group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our group.

7. Binding effect

This prospectus shall have the effect, if an application is made in pursuant hereof, of rendering all persons concerned bound by all the provisions (other than the penal provisions) of sections 44A and 44B of the Hong Kong Companies Ordinance so far as applicable.

8. Agency fees or commissions received

The underwriters will receive an underwriting commission as referred to in the sub-paragraph headed “Commission and Expenses” under the section headed “Underwriting” in this prospectus.

9. Financial advisor

N M Rothschild & Sons (Hong Kong) Limited (“Rothschild”) has been appointed by us as our financial advisor in respect of the Global Offering. The appointment of Rothschild was not made pursuant to the requirements of the Listing Rules, and the appointment of Rothschild is separate and distinct from the appointment of the Joint Sponsors (which is required to be made by us pursuant to the Listing Rules). The Joint Sponsors are responsible for fulfilling their duties as sponsors to our

application for listing on the Stock Exchange, and the Joint Sponsors have not relied on any of the work performed by Rothschild in fulfilling those duties. Rothschild's role in the Global Offering is different from that of the Joint Sponsors, in that it focuses on providing general corporate finance advice to us on matters relating to the Listing and the Global Offering.

10. Compliance Adviser

We will appoint N M Rothschild & Sons (Hong Kong) Limited as our compliance adviser upon Listing in compliance with Rule 3A.19 of the Listing Rules.

11. Shares will be eligible for CCASS

We have applied to the Listing Committee of the Hong Kong Stock Exchange for the granting of the listing of, and permission to deal in, the Shares in issue and to be issued and sold pursuant to the Global Offering and any Shares which may be issued pursuant to the exercise of options which may be granted under the Share Option Scheme and any Shares underlying the RSUs which may be issued under the RSU Scheme.

All necessary arrangements have been made enabling our Shares to be admitted into the Central Clearing and Settlement System or CCASS, established and operated by the Hong Kong Securities Clearing Company Limited, or HKSCC.

12. Exemptions under the Companies Ordinance

Since our leased properties in the PRC and Hong Kong are operating leases, we have relied on section 6(2) of the Companies Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice 2001 for an exemption from strict compliance with paragraph 34(2) of Part II of the Third Schedule to the Companies Ordinance in relation to the disclosure requirements of our leased property interests in the PRC in the valuation report included in this prospectus on the grounds that we have complied with the conditions set out in section 6(3) of the Exemption Notice including, amongst others: (1) a full valuation report complying with all the requirements of paragraph 34(2) of Part II of the Third Schedule to the Hong Kong Companies Ordinance being made available for inspection in accordance with the section headed "Documents Delivered to the Registrar of Companies and Available for Inspection" in Appendix VIII to this prospectus; and (2) a summary valuation report of all our property interests prepared on the basis of the full valuation report is included in Appendix IV to this prospectus. The leased properties which are subject to this exemption are used by our Group for commercial, storage and office purposes.

13. Bilingual prospectus

The English language and Chinese language versions of this prospectus are being published separately, in reliance upon the exemption provided in Section 4 of the Hong Kong Companies Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).