

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Ensogo Limited ("the Company")

ACN/ARSN ACN 165 522 887

1. Details of substantial holder (1)

Name This notice is given by Vipshop Holdings Limited ("Vipshop") on its own behalf, and on behalf of each subsidiary of Vipshop (the "Vipshop Subsidiaries") which includes E&A Belina Investments Limited ("E&A") and the entities named in **Annexure A**.

ACN/ARSN (if applicable) Not applicable

The holder became a substantial holder on 27/02/2015

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

| Class of securities (4) | Number of securities | Person's votes (5) | Voting power (6) |
|--------------------------------------------------------|----------------------|--------------------|------------------------------------------------------------------------------------------|
| Fully paid ordinary shares in Ensogo ("Ensogo Shares") | 59,464,069 | 59,464,069 | 12.2% (rounded to 1 decimal place; based on 485,533,903 Ensogo Shares on issue) |

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

| Holder of relevant interest | Nature of relevant interest (7) | Class and number of securities |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| E&A Belina Investments Limited | E&A (which is a Vipshop Subsidiary) has a relevant interest as the registered holder of the Ensogo Shares under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) (the "Act") pursuant to the Subscription Agreement between E&A and the Company dated 27 February 2015 (a copy of which is attached as Annexure B). | 59,464,069 Ensogo Shares |
| Vipshop and the Vipshop Subsidiaries | Vipshop and the Vipshop Subsidiaries (other than E&A) are taken to have a deemed relevant interest in the Ensogo Shares in which E&A has a relevant interest by virtue of section 608(3) of the Act. | 59,464,069 Ensogo Shares |

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Class and number of securities |
|--------------------------------------|---------------------------------|------------------------------------------------|--------------------------------|
| Vipshop and the Vipshop Subsidiaries | E&A Belina Investments Limited | E&A Belina Investments Limited | 59,464,069 Ensogo Shares |

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

| Holder of relevant interest | Date of acquisition | Consideration (9) | | Class and number of securities |
|--------------------------------------|---------------------|-------------------|----------|--------------------------------|
| | | Cash | Non-cash | |
| Vipshop and the Vipshop Subsidiaries | 27 February 2015 | US\$5,000,000 | | 59,464,069 Ensogo Shares |

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
| See item 3 above | |

7. Addresses

The addresses of persons named in this form are as follows:

| Name | Address |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| E&A Belina Investments Limited | Offices of Sertus Incorporations (BV) Limited, Sertus Chambers, PO Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands |
| Vipshop and the Vipshop Subsidiaries | No. 20 Huahai Street, Liwan District, Guangzhou, 510370 PRC |

Signature

Signed on behalf of Vipshop and the Vipshop Subsidiaries

print name Ya SHEN

capacity Director

sign here

date February 28, 2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."

- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure A of 1 page referred to in the accompanying Form 603.

Signature on behalf of Vipshop and the Vipshop Subsidiaries

print name Ya SHEN

capacity Director

sign here

date February 28, 2015

Vipshop Subsidiaries

1. Guangzhou Vipshop Information Technology Co., Ltd.
2. Vipshop International Holdings Limited
3. Vipshop (China) Co., Ltd.
4. Vipshop (Kunshan) E-Commerce Co., Ltd.
5. Vipshop (Jianyang) E-Commerce Co., Ltd.
6. Vipshop (Tianjin) E-Commerce Co., Ltd.
7. Guangzhou Pinwei Software Co., Ltd.
8. Vipshop (Zhuhai) E-Commerce Co., Ltd.
9. Vipshop (Hubei) E-Commerce Co., Ltd.
10. Shanghai Pinzhong Commercial Factoring Co., Ltd.
11. Chongqing Vipshop E-Commerce Co., Ltd.
12. Vipshop (Zhaoqing) E-Commerce Co., Ltd.
13. Guangzhou Pinxin Investment Holdings Limited
14. Hubei Vipshop Logistics Co., Ltd.
15. Tianjin Vipshop Logistics Co., Ltd.)
16. Vipshop (Zhaoqing) Logistics Co., Ltd.
17. Guangzhou Vipshop Micro Credit Co., Ltd
18. Lefeng.com Limited
19. Lefeng.com (Shanghai) Information Technology Co., Limited

Annexure B

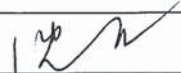
This is Annexure B of 73 pages referred to in the accompanying Form 603.

Signature on behalf of Vipshop and the Vipshop Subsidiaries

print name Ya SHEN

capacity Director

sign here



date February 28, 2015

See attached the Subscription Agreement between E&A Belina Investments Limited and Ensogo Limited.

Subscription Agreement

Agreement for the subscription of shares in Ensogo Limited

ENSOGO LIMITED

E&A BELINA INVESTMENTS LIMITED

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This Agreement is made on 27 February 2015

Parties

- 1 **Ensogo Limited** (ACN 165 522 887), a company incorporated in Australia and whose registered office is at Suite 806, Level 8, 70 Pitt Street, Sydney (the **Issuer**).
- 2 **E&A Belina Investments Limited** (Company Number: 1860956), a company incorporated in the British Virgin Islands, whose registered address is at offices of Sertus Incorporations (BVI) Limited, Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands (the **Subscriber**).

Recitals

- A The Issuer's issued capital as at the date of this Agreement is 426,069,834 ordinary shares.
- B The Issuer has notified the Subscriber of the decision by the Board approving the subscription by the Subscriber for the Subscription Securities at the Subscription Price in accordance with the terms of this Agreement.
- C The Subscriber has agreed to subscribe for the Subscription Securities on the terms of this Agreement.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Accounts means the consolidated accounts of the Group for the 12 month period ending on the Accounts Date, as lodged with ASIC and ASX.

Accounts Date means 30 June 2014.

Affiliate means any person or entity that is directly or indirectly in control of, controlled by, or under common control with, such other entity, including but not limited to, parent or subsidiary corporations or entities.

Agreement means this subscription agreement.

Appendix 3B has the meaning given to that term in the Listing Rules.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) and the market operated by it, the Australian Securities Exchange, as applicable.

ASX Announcement means the announcement to be lodged by the Issuer with the ASX on the Settlement Date in the form as set out in Appendix A which reflects the terms of non-disposal as set out in Schedule 3, and is consented to by each Key Shareholder in accordance with clause 11(b).

Authorisation includes any authorisation, approval, consent, licence, permit, franchise, permission, filing, registration, resolution, direction, declaration, or exemption.

Authority means any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction (including any relevant securities exchange) and

whether supranational, national, regional or local.

Board means the board of directors of the Issuer.

Business Day means a day which is not a Saturday, Sunday or a public holiday in New South Wales, Australia or in Hong Kong.

Claim means any claim, demand, legal proceedings or cause of action including any claim, demand, legal proceedings or cause of action:

- (a) based in contract (including breach of warranty);
- (b) based in tort (including misrepresentation or negligence);
- (c) under common law; or
- (d) under statute,

arising from a breach of an obligation or warranty in this Agreement.

Cleansing Statement means a written notice by the Issuer to the ASX pursuant to section 708A(5) of the Corporations Act meeting the requirements of section 708(6) of the Corporations Act, in a form, and containing the information, that is sufficient to permit secondary trading on the ASX of the Shares to which it relates.

Completion means the completion of the subscription and issue of the Subscription Securities in accordance with the terms of this Agreement.

Computer System means the Hardware, Software and Data.

Confidential Information has the meaning given in clause 10.1.

Constitution means the constitution of the Issuer.

Corporations Act means the *Corporations Act 2001* (Cth).

Data means any data or information used by or for the benefit of the business of the Group at any time and stored electronically at any time.

Disclosure Index means the index of Disclosure Materials as set out in Appendix C.

Disclosure Materials means the documents listed in the Disclosure Index which were produced in the virtual data room established by the Issuer on January 14, 2015 for the purpose of the transaction contemplated hereby, to which the Subscriber and its advisers have access, and which were uploaded to the data room by the Issuer (or its advisers) no later than 4pm Hong Kong time on 26 February 2015. For the avoidance of doubt, any document not listed in the Disclosure Index does not fall within the definition of Disclosure Materials.

Encumbrance means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, third party claim, debenture, option, right of pre-emption, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or security interests of any kind (including retention arrangements or other encumbrances and any agreement to create any of the foregoing), and **Encumber** shall be construed accordingly.

Entitlement has the meaning given in clause 7.1(a).

FCPA has the meaning given in clause 8.1(aa).

Fundamental Warranty means each of the representations and warranties by the Issuer contained in clauses 8.1(a)(status), 8.1(b)(corporate power), 8.1(c)(corporate action), 8.1(d)(power and capacity), 8.1(g)(authorisations), 8.1(h)(subscription securities), 8.1(p)(binding obligation), 8.1(q)(no contravention), 8.1(x)(consents/approvals), 8.1(y)(capitalisation) and 8.1(ee)(solvency).

Group means the Issuer and the subsidiaries listed in Schedule 1 and **Group Member** means any of them.

Group Intellectual Property means the Owned Intellectual Property and Intellectual Property that is used by any Group Member or as to which any Group Member otherwise asserts any rights other than ownership.

GST Amount has the meaning given in clause 13.1.

Hardware means any computer equipment used by or for the benefit of the business of the Group (or, where so specified, by or for the benefit of any other person) at any time including parts of computer equipment such as firmware, screens, terminals, keyboards, disks, cabling and other peripheral and associated electronic equipment but excluding all Software.

Immediately Available Funds means payment by electronic funds transfer into the following account:

ANZ Bank
115 Pitt Street Sydney NSW Australia
Ensogo Limited
Swift Code: ANZBAU3M
Bank code: 012003
Account number: 191725484

Incentive Shares means 10 million Shares to be issued to employees of the Group after Completion under an equity incentive plan contemplated to be implemented by the Issuer.

Information Protocol means the information protocol in the form as set out in Appendix B.

Intellectual Property Rights means:

- (a) copyright, patents, goodwill, know-how, trade secrets, database rights, trade marks, trade names, business names, domain names, logos, get-up and designs (whether registered or unregistered);
- (b) applications for registration (including all corresponding foreign counterpart applications, re-issues, re-examinations, divisionals, continuations, continuations (part and extensions thereof)) and the right to apply for registration for any of the same; and
- (c) all other intellectual property rights and equivalent or similar forms of protection, howsoever described, existing anywhere in the world.

Issuer's Warranties means the warranties specified in clause 8.1.

Key Shareholders means the shareholders listed in Schedule 3.

Law means all civil and common law, statute, subordinate legislation, treaty, regulation, directive, decision, by-law, ordinance, circular, code, order, notice, demand, decree, injunction, resolution or judgment of any Authority:

- (a) as to any person, in each case applicable to or binding upon such person or any of its property or which such person or any of its property is subject; or
- (b) applicable to any or all of the transactions contemplated or referred to in this Agreement.

Listing Rules means the official listing rules of ASX.

Loss means losses, liabilities, damages, costs, charges and expenses and includes Taxes.

MKCG Loan means a loan in the principal amount of US\$2,300,000 extended by Buy Together

Hong Kong Limited, a Group Member, to Middle Kingdom Capital Group, a Key Shareholder, pursuant to that certain loan agreement dated as of October 20, 2013.

New Issue means the issue or sale of Shares by the Issuer either to existing shareholders of the Issuer or to one or more directors or employees of the Issuer or to one or more third parties.

New Issue Invitation has the meaning given in clause 7.1(b).

Nominee Director has the meaning given in clause 6.1(a).

Official List has the meaning given in the Listing Rules.

Owned Intellectual Property means Intellectual Property Rights that are owned by any Group Member.

Pre-Issue Ownership has the meaning given in clause 7.2.

Public Release has the meaning given in clause 5.1.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Relief includes relief, loss, allowance, exemption, set-off, deduction or credit in computing or against profits or Taxation.

Shares means fully paid ordinary shares in the share capital of the Issuer.

Settlement Date means the date of this Agreement.

Software means any set of instructions for execution by a computer processor used by or for the benefit of the business of the Group (or where so specified, by or for the benefit of any other person) at any time irrespective of application, language or medium.

Sophisticated or Professional Investors means a sophisticated investor or professional investor as set out in section 708(8) or 708(11) of the Corporations Act.

Strategic Relationship means the strategic relationship between the Issuer and the Subscriber as set out in clause 6.3.

Subscription Price means the amount of US\$5 million, to be paid to the Issuer in Immediately Available Funds.

Subscription Securities means 59,464,069 Shares, representing 12% of the total issued share capital of the Issuer on a fully diluted basis (assuming that all of the Incentive Shares have been issued) immediately after Completion.

Taxation or Taxes means: (i) all forms of taxation, duties, levies, imposts and other similar impositions of any jurisdiction whether central, regional or local (including corporate income tax, value added tax, goods and services tax, personal income tax, withholding tax, import tax, export tax, stamp duty and other transaction or documentary taxes, social security and state pension contributions, taxes arising from the ownership of any property or assets, payroll and employment taxes, taxes arising on the sale, lease, hire, gift or other disposal of real or personal assets or property, and taxes of any kind whatsoever); (ii) any interest and levies and all penalties, charges, costs and additions to tax in relation to any of the foregoing or resulting from failure to comply with the provisions of any Law relating to the foregoing.

Tax Authority means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any Law in relation to Taxation.

Tax Return shall mean any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information that is, has been or may in the future be filed with or submitted to, or required to be

filed with or submitted to, any Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any requirement relating to any Tax imposed by any Laws.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) A gender includes all genders.
 - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iv) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (v) A reference to a clause, Schedule, Appendix or Annexure is a reference to a clause of, or Schedule, Appendix or Annexure to, this Agreement.
 - (vi) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (vii) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, Schedules, Appendices and Annexures to that agreement or document.
 - (viii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (ix) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (x) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
 - (xi) A reference to a day means a day in the jurisdiction where the relevant obligation is to be performed.
 - (xii) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

1.3 Statements on the basis of knowledge or belief

- (a) Any statement made by the Issuer on the basis of its awareness or knowledge shall include those matters, facts and circumstance that are:
 - (i) in the actual knowledge of a director of the Issuer; or

- (ii) in the actual or constructive knowledge of the Chief Executive Officer of the Issuer, Mr Kris Marszalek, and the Chief Financial Officer of the Issuer, Mr Rafael Melo, had such persons made all reasonable inquiries of all the officers of the Group with responsibility for the matters to which the statement relates, and that, as a result of those inquiries, such persons have no reason to doubt that the statement is true and not misleading in any respect.
- (b) Any statement made by the Subscriber on the basis of its knowledge and belief or awareness is made on the basis that the party has made all reasonable inquiries of the officers with responsibility for the matters to which the statement relates and that, as a result of those inquiries, the party has no reasonable doubt that the statement is true and not misleading in any respect at the time that the statement is made.

2 Agreement to Subscribe

2.1 Subscription

The Subscriber will subscribe, and the Issuer will issue to the Subscriber (or its nominee), the Subscription Securities on the Settlement Date in consideration for the Subscriber paying to the Issuer the Subscription Price.

2.2 Agreement to serve as application

This Agreement serves as an application by the Subscriber for the allotment of the Subscription Securities on the Settlement Date and accordingly it will not be necessary for the Subscriber to provide a separate (additional) application on or prior to the Settlement Date. The Subscriber agrees to be bound by the Constitution upon the issue of the Subscription Securities.

3 Rights Attaching to Subscription Securities

Except as otherwise provided under any other provision of this Agreement, the Subscription Securities will rank equally in all respects with the existing Shares on issue when the Subscription Securities are issued.

4 Undertakings

4.1 The Issuer's undertakings

- (a) The Issuer must:
 - (i) on the Settlement Date, duly execute and lodge with ASX:
 - (A) an Appendix 3B in respect of the Subscription Securities and use its best endeavours at its own cost to obtain quotation of the Subscription Securities as soon as is reasonably practicable (and in any event, no later than the Business Day immediately after the issue of the Subscription Securities); and
 - (B) the ASX Announcement;
 - (ii) duly execute and lodge with ASX a Cleansing Statement in respect of the issue of the Subscription Securities by no later than Thursday, 5 March 2015;
 - (iii) prepare and lodge on a prompt and timely basis all documents required by the Listing Rules as necessary for the consummation of the transactions contemplated by this Agreement;
 - (iv) on or before the Settlement Date, convene a meeting of the Board at which:

- (A) Mr. Weiguo GU (顾为国) is appointed as a director of the Issuer with such appointment to take effect on and from Completion;
 - (B) the Information Protocol is adopted;
- (v) use all reasonable efforts to co-operate with the Subscriber and its representatives in:
 - (A) preparing all documents required to be lodged by the Subscriber with ASX in connection with the execution, delivery and performance of this Agreement and the transactions contemplated by it; and
 - (B) achieving the timely lodgement of all such documents;
- (vi) use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions contemplated by this Agreement; and
- (vii) immediately notify the Subscriber if at any time before the Settlement Date the Issuer becomes aware of any third party objecting to, challenging, interfering with or obstructing (or proposing to object to, challenge interfere with or obstruct) any of the transactions contemplated by this Agreement.
- (b) As soon as practicable after the Settlement Date, the Issuer shall procure that the Subscriber receives a holding statement from the Issuer's share registry confirming that the name of the Subscriber (or its nominee) has been entered onto the Issuer's share register.
- (c) As soon as practicable after the Settlement Date, the Issuer shall provide to the Subscriber (or as directed by the Subscriber), four copies of a CD-ROM containing electronic copies of every document listed in the Disclosure Index, in a format such that the copies of the documents do not automatically lock after a period of time and remain able to be accessed by the Subscriber and its advisors.
- (d) During the period from the Settlement Date until the date that is 6 months after the Settlement Date, the Issuer shall not issue or cause to be issued any share, equity interest, option, award or other security of any Group Member under any of its incentive plans (including any plan which has not been formally adopted or implemented as at the date of this Agreement) without the prior consent of the Subscriber other than the issuance of the Incentive Shares.
- (e) Within 6 months from the Settlement Date:
 - (i) Ensogo Co., Ltd. shall have terminated the existing nominee shareholding arrangement with 2 individual Thai shareholders and shall have established and maintained in effect a new nominee shareholding arrangement with respect to all of the issued and outstanding shares in its share capital that are not directly or indirectly held by the Issuer, pursuant to which, a nominee Thai shareholder appointed by the Issuer or relevant Group Member shall have become the owner on record of such shares and shall have entered into contractual arrangements with Ensogo Holdings Limited., according to which Ensogo Holdings Limited may hold the beneficial interests in such shares and exercise effective control over any and all power attached thereto;
 - (ii) the trust arrangement with Mr. Krit Srivorakul in respect of the shares of Ensogo, Inc. shall have been unwound, and Ensogo Holdings Limited. shall have become the owner on record of all of the issued and outstanding shares of Ensogo, Inc., provided, that, each director of Ensogo Inc. may hold 1 share of Ensogo, Inc. on

trust for Ensogo Holdings Limited for the purpose of satisfying applicable Laws in the Philippines, and the Company and Ensogo, Inc. shall have taken all necessary actions to ensure that Ensogo, Inc. may continue to carry on its business as it is currently conducted with such new shareholding structure mentioned above in compliance with the applicable Laws in the Philippines;

- (iii) PT LivingSocial shall have taken all necessary actions to ensure that the line of business as approved in its Badan Koordinasi Penanaman Modal approval and all other business licenses is consistent with the business it currently conducts;
 - (iv) each of Mydeal Sdn. Bhd., Deal Mates Sdn. Bhd., LivingSocial Malaysia Sdn. Bhd. and MyDeal Lifestyle and Travel Sdn. Bhd. shall have updated and filed with relevant Authority its register of members to reflect its most up-to-date shareholding structure as specified in Schedule 1.
- (f) The Issuer undertakes that it shall cause the MKCG Loan to be repaid and settled in full by December 31, 2017.

4.2 The Subscriber's undertakings

- (a) The Subscriber shall:
 - (i) within 3 Business Days after the Settlement Date, deliver or cause to be delivered the wiring instruction for the payment of the Subscription Price to its designated wiring bank; and
 - (ii) within 7 Business Days after the Settlement Date, provide or cause to be provided the bank slip or other supporting documents to the Issuer showing that the Subscription Price has been transferred to the Issuer in Immediately Available Funds.
- (b) The Subscriber must ensure that the Issuer will receive the Subscription Price in Immediately Available Funds within 12 Business Days after the Settlement Date.
- (c) The Subscriber will use all reasonable efforts to co-operate with the Issuer and its representatives in:
 - (i) preparing all documents to be lodged by the Issuer with ASX in connection with the execution, delivery and performance of this Agreement and the transactions contemplated by it; and
 - (ii) timely lodgement of all such documents.
- (d) The Subscriber will use all reasonable efforts to take, or cause to be taken, all other action and do, or cause to be done, all other things necessary or appropriate to consummate the transactions completed by this Agreement.
- (e) In the event that the Subscriber defaults on its obligation to pay the Subscription Price to the Issuer under clause 4.2(a) for any reason, the Subscriber agrees to do (or not do) all things and sign all documents necessary to enable the Issuer to buy-back or otherwise cancel the Subscription Shares for nil or nominal consideration and hereby appoints the chairman of the Issuer as its attorney to do all things and sign all documents reasonably necessary to enable the Issuer to buy-back or otherwise cancel the Subscription Shares for nil or nominal consideration (such appointment acknowledged as being made by the Subscriber under deed).

5 Public Announcements

5.1 No Public Releases

Neither party will make any public announcements or statements to the media (a “**Public Release**”) in relation to this Agreement or its subject matter except in accordance with the earlier written approval of the other, which approval will not be unreasonably withheld or delayed.

5.2 Exceptions

Clause 5.1 shall not affect any Public Release concerning this Agreement or its subject matter if required by:

- (a) Law; or
- (b) any Authority to which the disclosing party is subject or submits (wherever situated),

in which case the disclosing party shall, prior to making or issuing such Public Release:

- (a) to the extent permitted by Law and insofar as is reasonably practicable, first give notice to the other party of its intention to make such Public Release; and
- (b) take all such steps as may be reasonable and practicable in the circumstances to agree the contents of such Public Release with the other party.

The restrictions contained in this clause 5 shall continue to apply after termination of this Agreement without limit in time.

6 Seat on the Board

6.1 The Subscriber's Board nomination

- (a) Upon the Completion, and for so long as the Subscriber and its Related Bodies Corporate (or their respective nominees, brokers or custodians) hold in aggregate at least 5% or more of the Shares, the Issuer shall appoint a representative of the Subscriber (nominated in writing by the Subscriber) to the Board as a non-executive director of the Issuer (the **Nominee Director**).
- (b) The Issuer agrees to use reasonable endeavours to encourage the Issuer's directors to unanimously recommend that the Issuer's shareholders vote in favour of the appointment of the Nominee Director when such person is up for election at the Issuer's annual general meeting, subject at all times to the directors' fiduciary duties.
- (c) In the event that the Nominee Director fails to attend 3 consecutive Board or Board committee meetings, the Subscriber must procure the resignation of the Nominee Director and nominate a new representative under clause 6.1(a).
- (d) The Subscriber's Board representation rights under this clause 6 cease and expire as soon as the Subscriber and its Related Bodies Corporate (or their respective nominees, brokers or custodians) cease to hold in aggregate 5% or more of the Shares.

6.2 Re-election of Nominee Director

The Nominee Director will be subject to re-election as required by the Listing Rules or the Constitution but the Issuer will use reasonable endeavours to encourage shareholders to support any such re-election subject to:

- (a) the Subscriber and its Related Bodies Corporate (or their respective nominees, brokers or custodians) holding in aggregate at least 5% of the Shares at any time; and
- (b) at all times to the directors' fiduciary duties.

6.3 Strategic Relationship

(a) (Terms of strategic relationship)

On and from Completion, and in consideration for the issue of the Subscription Shares and payment of the Subscription Price, the Issuer and the Subscriber will form a strategic relationship (**Strategic Relationship**) on the following terms:

- (i) the Issuer and the Subscriber will:
 - (A) hold regular meetings to discuss issues of strategic relevance to the Group's business;
 - (B) actively investigate opportunities for further co-operation for the development of each party's businesses;
 - (C) liaise regarding the sharing and licensing of technology and intellectual property rights, processes and technology;
 - (D) co-operate regarding the development of new intellectual property rights; and
 - (E) provide reasonable access to each other's employees, including senior management to share relevant ideas and experience and, where appropriate.

(b) (Termination of Strategic Relationship)

Unless extended by agreement in writing between the Issuer and the Subscriber, the Strategic Relationship will automatically cease and terminate on the earlier of the date that:

- (i) is 3 years after Completion; and
- (ii) the Entitlement ceases or terminates in accordance with clause 7.4.

Notwithstanding this clause 6.3(b), the Strategic Relationship may be terminated immediately by written notice by the Subscriber or the Issuer, if the other party or a Related Body Corporate of the other party, or a director or officer of either of them, is a party to any actual or threatened claim, action, suit or proceeding which, if adversely determined, would have (in the reasonable opinion of the terminating party) a material adverse effect on the financial position, prospects or reputation of the terminating party.

7 Top up right

7.1 Participation in a New Issue

- (a) Subject to clause 7.3, if the Issuer undertakes a New Issue, it must ensure that the Subscriber is given an opportunity to participate in the New Issue on a basis that enables it to maintain its Pre-Issue Ownership and on equivalent terms to those offered to other potential subscribers (**Entitlement**).
- (b) The Issuer must give the Subscriber at least 5 Business Days written notice of its intention to undertake a New Issue (**New Issue Invitation**), or such shorter notice as is reasonably practicable in the circumstances.
- (c) If the Subscriber elects to participate in the New Issue, the Subscriber must confirm to the Issuer in writing its intent to take up its Entitlement (including the extent to which it intends to take up its Entitlement) for cash within 10 Business Days of the earlier of:
 - (i) receipt of the New Issue Invitation; and
 - (ii) the date on which the issue of Shares under the New Issue has completed.

- (d) If the Subscriber does not confirm to the Issuer in writing its intent to take up its Entitlement (including the extent to which it intends to take up its Entitlement) in accordance with clause 7.16.1(c), the Subscriber will be deemed to have elected not to take up its Entitlement.
- (e) In the event that Issuer member approval is required under the Law or the Listing Rules for the Issuer to issue Shares under the Entitlement, the Issuer undertakes to hold a general meeting to approve the issue of Shares to the Subscriber under the Entitlement within 2 months of completion of the New Issue to which the Entitlement applies, and any issue of Shares is subject to such member approval.

7.2 Pre-Issue Ownership

Pre-Issue Ownership means the percentage calculated according to the following formula:

$$A = B/D,$$

where:

A = Pre-Issue Ownership.

B = total number of Shares held by the Subscriber and its Related Bodies Corporate (or their respective nominees, brokers or custodians) as at the date of the New Issue Invitation.

D = total number of Shares in issue as at the date of the New Issue Invitation.

7.3 Condition

The obligations and rights of the Issuer and the Subscriber under clause 7.1 are conditional on receipt of a waiver of Listing Rule 6.18 from ASX and are subject to the terms and conditions imposed by ASX pursuant to any such waiver.

7.4 Termination of Entitlement

The Entitlement will automatically cease and terminate on the earlier of the date on which:

- (a) the Subscriber and its Related Bodies Corporate (or their respective nominees, brokers or custodians) cease to hold in aggregate at least 5% of the Shares;
- (b) the Subscriber and its Related Bodies Corporate (or their respective nominees, brokers or custodians) hold in aggregate more than 19.9% of the Shares; and
- (c) the date on which the Entitlement expires under the terms of the waiver of Listing Rule 6.18 from ASX (which can be no later than the date of expiry or termination of the Strategic Relationship).

7.5 Rights attaching to Shares

The Shares issued to the Subscriber pursuant to clause 7.1 will rank equally in all respects with the existing Shares on issue.

7.6 Entitlement does not apply to certain Share issues

- (a) The Entitlement does not apply to the issue of the Incentive Shares, but will apply to all Shares issued under any equity incentive scheme implemented by the Issuer other than the Incentive Shares.
- (b) In the event that a New Issue occurs prior to the issue of all of the Incentive Shares, the Subscriber's Pre Issue Ownership will be calculated on the basis that all of the Incentive Shares have been issued in determining the total number of Shares in issue as at the date of the New Issue Invitation.

8 Representations and Warranties

8.1 Representations and Warranties by the Issuer

The Issuer represents and warrants to the Subscriber that each of the following statements is true, accurate and not misleading as at the Settlement Date, subject at all times to the qualifications and limitations set out in clause 8.3:

- (a) **(status)** Each Group Member is a body corporate validly existing under the laws of its place of incorporation or establishment.
- (b) **(corporate power)** The Issuer has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement.
- (c) **(corporate action)** The Issuer has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement. On the Settlement Date, full beneficial title in the Subscription Securities will vest in the Subscriber.
- (d) **(power and capacity)** Each Group Member has the power and capacity to own its assets and to conduct its business in the manner presently conducted.
- (e) **(particulars)** The share capital and other corporate particulars of each Group Member as set out in Schedule 1 is true, accurate and not misleading in any respect.
- (f) **(Group Members)** Except as specified in Schedule 1, the shares or equity interests of each Group Member (other than the Issuer):
 - (1) constitute the whole of the issued and allotted share capital of each Group Member;
 - (2) have been properly and validly issued and allotted;
 - (3) are each fully paid or credited as fully paid; and
 - (4) are legally and beneficially owned, and the right to exercise all voting and other rights over the shares are held, by the shareholders listed in Schedule 1;

No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, issue, sale, transfer or conversion of any share, equity interest or security of any Group Member under any option, agreement or other arrangement (including conversion rights and rights of pre-emption), except for under any existing or proposed senior management incentive plan.

As far as the Issuer is aware, there are no voting trusts, shareholder agreements, proxies or other agreements or understandings in force with respect to the voting of any share, equity interest or security of any Group Member.

Neither the Issuer nor any Group Member:

- (1) has any interest in or has agreed to acquire any share or other capital or security of any other company or corporation (wherever incorporated) other than the Group Members; or
 - (2) is, or has agreed to become a member of any partnership, joint venture, consortium or other unincorporated association, body or undertaking in which it is to participate with any other in any business or investment.
- (g) **(Authorisations)** As far as the Issuer is aware:
- (1) each Group Member has obtained each material Authorisation (if any) as is required under the provisions of any Law in connection with the operation and carrying on of its business in the places and in the manner and to the extent that its business is presently conducted or presently proposed to be conducted; and

- (2) there is no material breach by any Group Member of the provisions of any Law governing such Authorisations or the terms and conditions of such Authorisations (nor, as far as the Issuer is aware, is there any reason why any such Authorisation should be withdrawn or cancelled or which would prejudice the renewal of such Authorisations).
- (h) **(Subscription Securities)** The Subscription Securities will:
- (1) not violate any pre-emptive rights of any holder of Shares;
 - (2) be issued as fully paid and free and clear of Encumbrances;
 - (3) rank equally in all respects with the existing Shares on issue when issued; and
 - (4) represent 12% of the total issued share capital of the Issuer on a fully diluted basis immediately after Completion (assuming all of the Incentive Shares have been issued).
- (i) **(accuracy and completeness)** All written information in the Disclosure Material and all information publicly disclosed by the Issuer, is (as at the date of disclosure) true in all material respects and is not by omission or otherwise misleading in any material respect. Nothing has occurred which renders any of the written information in the Disclosure Material or which has been publicly disclosed by the Issuer, inaccurate in any material respect.
- (j) **(disclosure compliance)** The Issuer has complied with all its disclosure requirements under the Corporations Act and the Listing Rules and there is no material information or circumstance which the Issuer is not obliged to notify ASX about, pursuant to Listing Rule 3.1.
- (k) **(Accounts and Management Accounts)** The Issuer has delivered to the Subscriber true and complete copies of the Accounts together with its management accounts for the quarter ended 31 December 2014 (**Management Accounts**), and has disclosed the Accounts to ASIC and ASX.
- The Management Accounts provide a reasonable view of the profit and loss of the Group for the period to which they relate and have been prepared:
- (1) with due care and attention;
 - (2) in accordance with the same accounting policies as were applied in the equivalent management accounts for the preceding quarter; and
 - (3) in the manner described in the notes to them,
- however the Subscriber acknowledges that the Management Accounts are not audited or prepared on a statutory basis.
- (l) **(Accounts)** The Accounts:
- (1) have been prepared (except as otherwise stated therein):
 - (A) in accordance with Law and applicable accounting standards;
 - (B) in accordance with the same accounting policies as were applied in the accounts for the prior corresponding period; and
 - (C) in the manner described in the notes to them;
 - (2) show a true and fair view of:
 - (A) the assets and liabilities and of the state of affairs, financial position and results of the Group as at the Accounts Date; and
 - (B) the profit or loss of the Group as at the Accounts Date.
- (m) **(off-balance sheet financing)** No Group Member has engaged in any borrowing or financing not required to be reflected in, or which is not reflected in, the Accounts.

- (n) **(guarantees)** Other than in the ordinary and usual course of business, there is no outstanding guarantee, indemnity or similar assurance against loss or other security given by any Group Member or for the benefit of any Group Member.
- (o) **(conduct since the Accounts Date)** Since the Accounts Date, each of the following has occurred.
 - (1) **(conduct of business)** The business of each Group Member has continued in the ordinary course.
 - (2) **(dealings)** No Group Member has dealt with any person except at arm's length. No property has been acquired by any Group Member for more than market value.
 - (3) **(capital expenditure)** No Group Member has made any capital expenditure, other than as referred to in the Management Accounts referred to in clause 8.1(k) above.
 - (4) **(deferral of capital expenditure)** No decision has been made to defer any capital expenditure of any Group Member.
 - (5) **(no material adverse change)** There has been no material adverse change in the financial condition or prospects of the Group (taken as a whole).
 - (6) **(contracts)** No contract has been terminated or has expired, which could reasonably be expected to have a material adverse effect on the profitability of any business conducted by of the Group (taken as a whole).
 - (7) **(authorisations)** No Authorisation from which any Group Member benefits has been terminated or has expired and in either case could reasonably be expected to have a material adverse effect on the profitability of the Group (taken as a whole).
- (p) **(binding obligation)** This Agreement is the Issuer's valid and binding obligation, enforceable in accordance with its terms.
- (q) **(no contravention)** Neither the entry into nor performance by the Issuer of this Agreement nor any transaction contemplated under this Agreement violates in any material respect any provision of any judgment binding on the Issuer, its constituent documents, any law or any document, agreement or other arrangement binding on it or its assets.
- (r) **(indebtedness)** No material outstanding indebtedness of any Group Member has become payable or repayable by reason of any default of any Group Member and no event has occurred or is impending which may result in such indebtedness becoming payable or repayable prior to its maturity date, in a demand being made for such indebtedness to be paid or repaid or in any step being taken to enforce any security for any such indebtedness of any Group Member.
- (s) **(material contracts)** As far as the Issuer is aware:
 - (1) all contracts entered into by the Issuer that are material for the carrying on of its business are valid and enforceable in accordance with their terms and entry into this Agreement will not result in any person having the right (whether actual or contingent) to terminate any contract material to the carrying on the Issuer's business;
 - (2) no Group Member is in breach of or in default of any contract, transaction, arrangement, understanding or obligation, which is material and which may have or has had a material adverse effect upon the condition, financial or otherwise or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Group (taken as a whole); and
 - (3) no Group Member is a party to or subject to any contract, transaction, arrangement, understanding or obligation which is material and which is not in the ordinary and usual course of business or is not, or would reasonably

be regarded as being not wholly on an arm's length basis or otherwise of an unusual or unduly onerous nature.

- (t) **(intellectual property)** All Group Intellectual Property is either legally beneficially owned by a Group Member or lawfully used with the consent of the owner under a valid licence.

Part A of Schedule 2 lists complete and accurate details of all material Owned Intellectual Property. All Owned Intellectual Property (including websites and domain names):

- (1) is valid and enforceable and is not subject to any Encumbrance and nothing has been done which would prejudice the validity or enforceability of such rights and no challenge has been made in respect of the validity or enforceability of such rights, which could reasonably be expected to have a material adverse effect on the Group (taken as a whole); and
- (2) has been duly registered in the relevant jurisdictions in the name of the relevant Group Member and, where applicable, registrations have been duly renewed and steps which are required for their maintenance and protection have been taken, acknowledging that a failure to do so could not reasonably be expected to have a material adverse effect on the Group (taken as a whole).

Part B of Schedule 2 lists complete and accurate details of all material Group Intellectual Property, which are lawfully used with the consent of the owner under a valid licence.

The Group Intellectual Property is sufficient to enable the Group to carry on its business effectively in the manner and to the extent to which it is presently conducted.

As far as the Issuer is aware, no activity of any Group Member or use of the Group Intellectual Property by any Group Member infringes or are reasonably likely to infringe any Intellectual Property Rights owned by any third party, and, no claim has been made or, as far as the Issuer is aware, threatened against any Group Member in respect of such infringement.

No third party has, during the 12 months preceding the date of this Agreement:

- (1) as far as the Issuer is aware, infringed or misused any Group Intellectual Property or threatened to do so;
- (2) made or brought any challenge, claim or proceedings in relation to the Group Intellectual Property or, as far as the Issuer is aware, threatened to do so (and as far as the Issuer is aware, there are no facts or matters which might give rise to any such challenge, claim or proceedings); or
- (3) asserted any rights over the Group Intellectual Property.

No Group Member is obliged to grant any license, sub-license or assignment in respect of any Group Intellectual Property Rights, which is material to the business of the Group.

- (u) **(information technology)** The Computer Systems owned by or licensed to each Group Member:

- (1) comprise all material computer hardware and software systems used in the operation of the business of the Group as carried on at the date of this Agreement;
- (2) as far as the Issuer is aware, are in good working condition and the present capacity and performance of the Computer Systems is sufficient to satisfy the current and reasonably projected business requirements of the Group Members;

(3) have not, during the twelve months prior to the date of this Agreement, been subject to performance reductions or breakdowns, or logical or physical intrusions or otherwise failed to perform in any way that materially and adversely affected the business of the Group taken as a whole and the Issuer is not aware of any fact or matter that may give rise to such a material adverse effect; and

(4) have been maintained consistently with the Group's plans for that system.

Each element of the Computer Systems is owned by, or used under a valid licence from a third party.

The present capacity and performance of the Computer Systems is sufficient in all material respects to satisfy the current business requirements (including requirements as to data volumes) of the Group (taken as a whole).

(v) **(no litigation)** The Issuer is not aware:

(1) of any facts or circumstances likely to lead to any prosecution, litigation or arbitration involving any Group Member or any person for whom any Group Member may be liable; and

(2) of any Group Member having been threatened with any prosecution, litigation or arbitration involving a Group Member or any person for whom a Group Member may be liable,

which would be reasonably likely to give rise to a material adverse effect on the Group.

(w) **(no proceeding or investigation)** No Group Member is involved in any proceeding before or investigation by any Authority or other body and, as far as the Issuer is aware, no such proceeding or investigation is pending or threatened against any Group Member or any person for whom it may be liable.

(x) **(consents/approvals)** Except for the admission of the Subscription Securities to the Official List of ASX, no consent, approval, authorisation, order, registration or qualification of or with any Authority or any other person is required for the Issuer to perform its obligations under this Agreement.

(y) **(capitalisation)** As at the Settlement Date, prior to the Issuer issuing the Subscription Securities to the Subscriber, the issued capital of the Issuer is 426,069,834 Shares.

(z) **(no finder)** Other than to CRP-FANYA Investment Consultants (Beijing) Limited, neither the Issuer nor any party acting on its behalf has paid or become liable to pay any fee or commission to any broker, finder or intermediary for or on account of transactions contemplated by this Agreement.

(aa) **(compliance with Law)** The Issuer is in compliance with all Laws (including the Listing Rules, the Corporations Act and the Foreign Corrupt Practices Act, 15 U.S.C. 78dd-1 et seq (the **FCPA**)) in all material respects, and, as far as the Issuer is aware, no fact exists which may result in the Issuer not complying with Law (including the Listing Rules, the Corporations Act or the FCPA) in circumstances where such non-compliance would be reasonably likely to give rise to a material adverse effect on the Group.

(bb) **(entitlement to rely on disclosure exemption)** As of the date on which the Issuer issues the Cleansing Statement under this Agreement, the Subscriber is entitled to rely on the sale offer exemption under section 708A(5) of the Corporations Act in respect of the Subscription Securities.

(cc) **(insurance)** Each Group Member has maintained insurance coverage reasonably regarded as adequate against risks normally insured against by companies of a similar scale carrying on similar businesses.

Each such insurance policy is legal, valid, binding, enforceable and in full force and effect. No Group Member is in breach in any material respect or default (including with respect to the payment of premiums or the giving of notices) under such policy.

No insurance claim is outstanding and no circumstances exist which are likely to give rise to any insurance claim.

(dd) **(employees and employee benefits)** Each Group Member has:

- (1) as far as the Issuer is aware, complied in all material respects with all Laws relating to the employment of labour, including those related to the payment of wages, other employee benefits and other sums as required by the relevant Authorities; and
- (2) withheld and paid to the relevant Authorities (to the extent required by Law), or is holding for payment not yet due to such Authority all amounts required to be withheld from employees of any Group Member and is not liable for any arrears of wages, including overtime, taxes, penalties or other sums for failure to comply with any of the foregoing.

(ee) **(solvency)** There is no insolvency or bankruptcy proceeding against any Group Member, nor, as far as the Issuer is aware, is there any fact which is likely to give rise to any such proceedings.

No Group Member:

- (1) is insolvent, or is otherwise unable to pay its debts;
- (2) has stopped paying its debts as they fall due, other than in respect of the Group's normal business practice to delay some payments as they fall due in order to manage the Group's cash flow position; or
- (3) has suspended or ceased (or threatened to suspend or cease) to carry on all or a material part of its business.

(ff) **(Tax)** Each Group Member has:

- (1) properly and punctually filed with the appropriate Tax Authority all Tax Returns required to be filed in all jurisdictions in which such Tax Returns are required to be filed, and all such Tax Returns and the information contained therein are true and correct in all material respects for the periods covered thereby. No such Tax Return is the subject of any dispute with any Tax Authority;
- (2) paid all Taxation, which it has become liable to pay and full provision or reserve of all such liability has been made in its accounts;
- (3) duly and punctually complied in all material respects with Law imposing Tax withholding, deduction or collection obligations and accounted for and paid all Tax due to the relevant Tax Authorities; and
- (4) been resident for Taxation purposes in its place of incorporation and nowhere else at all times since its incorporation and will be so resident at the Settlement Date. No Group Member has ever been liable to pay Taxation on income, profits or gains to any Taxation Authority outside its place of incorporation (other than by way of withholding).

No Group Member has:

- (1) has paid, or as far as the Issuer is aware, is liable to pay, any penalty, fine, surcharge or interest in connection with any Tax and there are no circumstances by reason of which any Group Member may become liable to pay any penalty, fine, surcharge or interest in connection with Tax;
- (2) has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency;

- (3) has, as far as the Issuer is aware, engaged in any transaction the lawfulness of which, or the tax treatment relating to which, could be disputed by any Tax Authority; or
- (4) is party to any agreement, understanding, arrangement, claim or election relating to Taxation (including, for the avoidance of doubt, relating to any Relief) amongst themselves or with any other person, or is, as far as the Issuer is aware, liable to indemnify (or share the liability of) any person in respect of Taxation.

There is no claim or other administrative or litigation action pending or threatened against or with respect to any Group Member, in respect of any Tax and there is no circumstance which is likely to cause or result in any such claim or administrative or litigation action.

There is no claim or dispute outstanding with the relevant Tax Authorities involving any Group Member regarding liability or potential liability to any Tax (including penalties or interest) recoverable from any Group Member or regarding the availability of any Relief from Tax to any Group Member. The entering into, execution and completion of this Agreement, and, as far as the Issuer is aware, any other transaction since 31 December 2013, will not result in any clawback, withdrawal, postponement, restriction or loss of any material Relief previously given or claimed.

The amount of Tax chargeable on each Group Member has not depended on and does not currently depend on any concession, agreement or arrangement entered into with a Tax Authority.

The representations and warranties by the Issuer in this clause 8.1 survive the issue of the Subscription Securities and do not merge on the Settlement Date.

8.2 Representations and Warranties by the Subscriber

The Subscriber represents and warrants to the Issuer that each of the following statements is true, accurate and not misleading as at the Settlement Date:

- (a) **(status)** It is a body corporate validly existing under the laws of its place of incorporation or establishment.
- (b) **(corporate power)** It has the corporate power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement.
- (c) **(corporate action)** It has taken all necessary corporate action to authorise the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement.
- (d) **(binding obligation)** This Agreement is its valid and binding obligation.
- (e) **(no contravention)** Neither the entry into nor performance by it of this Agreement nor any transaction contemplated under this Agreement violates in any material respect any provision of any judgment binding on it, its constituent documents, any law or any document, agreement or other arrangement binding on it or its assets.
- (f) **(no representations as to future prospects)** At no time has:
 - (i) the Issuer or any person on its behalf communicated to the Subscriber (or any person associated with it); or
 - (ii) the Subscriber relied on,

any representation, warranty, promise or undertaking in respect of the current or future financial performance or prospects of the Issuer except those expressly set out in this Agreement or as previously publicly disclosed by the Issuer.

- (g) **(no reliance)** No representation, warranty, promise, undertaking, statement or conduct of the Company:
 - (i) has induced or influenced the Subscriber to enter into, or agree to any terms of, this Agreement; or
 - (ii) has been relied on in any way as being accurate by the Subscriber, except as expressly set out in this Agreement or as previously publicly disclosed by the Issuer.
- (h) **(Sophisticated or Professional Investor)** It is a Sophisticated or Professional Investor and the Subscription Securities can be issued to it without any further disclosure or registration under any applicable Law.
- (i) **(on-sale)** The Subscriber is not acquiring the Subscription Securities for the purpose of selling or transferring them, or granting, issuing or transferring interests in, or options over them.
- (j) **(subsidiary of Vipshop Holdings Limited)** The Subscriber is 100% owned (directly or indirectly) by Vipshop Holdings Limited.

The representations and warranties by the Subscriber in this clause 8.2 are continuing obligations of the Subscriber and survive the issue of the Subscription Securities and do not merge on the Settlement Date.

8.3 Qualifications and limitations on Claims

(a) **(Disclosure)**

The Subscriber acknowledges and agrees that the Issuer has disclosed or is deemed to have disclosed against the Issuer's Warranties, and the Subscriber is aware of, will be treated as having actual knowledge of, all facts, matters and circumstances that:

- (i) are provided for or described in this Agreement;
- (ii) are fully and fairly disclosed in the Disclosure Materials; or
- (iii) are contained in any announcement or filing published on the website of the ASX.

The Issuer's Warranties are given subject to the disclosures or deemed disclosures described in clause 8.3(a). A Warranty will not be regarded as being untrue by reason of facts, matters or circumstances that have been disclosed or are deemed to have been disclosed under clause 8.3(a) and the Issuer will have no liability under the Issuer's Warranties to the extent that disclosure is made or is deemed to have been made against the Warranties under this clause 8.3(a).

The Subscriber must not make a Claim for breach of Issuer's Warranties and the Issuer will not be in breach of an Issuer Warranty to the extent that the facts, matters or circumstances giving rise to such Claim are disclosed or deemed to have been disclosed under clause 8.3(a).

For the purposes of clause 8.3(a), a fact, matter or circumstance is 'fully and fairly disclosed' if sufficient information has been disclosed in the Disclosure Materials such that a sophisticated investor, experienced in transactions as contemplated by this Agreement, undertaking reasonable due diligence inquiries in the circumstances and taking advice from financial, legal and tax advisers experienced in such transactions, should be aware of the substance and significance of the information.

(b) **(Recovery under other rights and reimbursement)**

- (i) The Issuer is not liable under a Claim for any Loss to the extent that the Subscriber is compensated (in full or in part) for such Loss by any other means, from another source whether by way of contract, indemnity or otherwise (including under a policy of insurance or from an Authority).
 - (ii) If, after the Issuer has made a payment in respect of a Claim, the Subscriber recovers or is compensated for by any other means, any Loss that gave rise to the Claim, the Subscriber must as soon as practicable pay to the Issuer as an increase in the Subscription Price, the amount of the Loss that was recovered or compensated for, less all costs and expenses, including the net present value of increased insurance premiums, incurred by the Subscriber.
- (c) **(Other limitations)**
- (i) If:
 - (A) an accrual, allowance, provision or reserve in the Management Accounts or Accounts in respect of a Tax exceeds the actual liability in respect of that Tax, and that liability has been finally satisfied; or
 - (B) an entitlement to any Tax relief, including any relief, allowance, exemption, exclusion, set off, deduction, loss, rebate, refund, right to repayment or credit granted or available in respect of a Tax, that is shown as an asset in the Management Accounts or Accounts is understated and the amount of the understatement has been actually received by a Group Member, then the Issuer's liability in respect of any Claims related to Tax shall be reduced by the amount of the actual excess or actual understatement (as applicable).
 - (ii) The Issuer is not liable under a Claim for any Loss or amount to the extent that specific and proper provision, allowance, reserve or accrual has been made in the Management Accounts or Accounts.
 - (iii) Subject to clause 8.3(c)(v), the Issuer is not liable under any Claim for Loss or amount unless the aggregate amount claimed in respect of all such Claims exceeds US\$200,000, in which event the Issuer shall be liable for the full amount of the Claims, and not just the excess.
 - (iv) The Issuer is not liable under a Claim for breach of Issuer's Warranties if the Subscriber does not notify the Issuer in writing of the Claim within:
 - (A) 6 years after lodgement of the tax return for the Group Company for the financial year that includes Completion in the case of a Claim relating to Tax; or
 - (B) 18 months after Completion in all other cases.
 - (v) The maximum aggregate amount which a party is required to pay in respect of all Claims arising from or in connection with the breach of Issuer's Warranties is limited to the Subscription Price, provided, however, that the restriction in this clause 8.3(c)(iv) shall not apply to or otherwise limit the Issuer's liabilities under any Claim for Loss or amount as a result of or arises from (a) the breach or inaccuracy of any Fundamental Warranty, or (b) the fraudulent or criminal misconduct on the part of the Issuer or any of the Group Members.

(d) **(Sole remedy)**

It is the intention of the parties that the Subscriber's sole remedies in connection with this Agreement will be as set out in this Agreement.

The Group does not have any liability to the Subscriber:

- (i) in connection with the matters the subject of this Agreement or the Disclosure Materials; or
- (ii) resulting from or implied by conduct made in the course of communications or negotiations in respect of the matters the subject of this Agreement or the Disclosure Materials,

under a Claim unless the Claim may be made under the terms of this Agreement or arises out of a statutory right or other claim that cannot be excluded by contract.

The Subscriber must not make a Claim:

- (iii) that the Subscriber would not be entitled to make under this Agreement or that is otherwise inconsistent with the Subscriber's entitlement to make a Claim under this Agreement;
- (iv) against any current or former director, officer or employee of any Group Member or any of the Group's professional advisors; or
- (v) against a Group Member that is not a party to this Agreement,

and the Subscriber acknowledge that to do so would be to seek to circumvent the parties' intention expressed in this clause 8.3(d).

Notwithstanding anything to the contrary in this Agreement, nothing in this clause 8.3(d) shall limit the Subscriber's right to (a) seek any remedy on account of any Group Member's fraudulent or criminal misconduct, or (b) bring any Claim or seek any remedy in connection with any breach by the Issuer of its representations, warranties or confirmations as set forth in clause 11, or any breach by the Issuer, any of its directors or officers, or any Key Shareholder of their respective statements, undertakings or confirmations as set forth under the ASX Announcement.

(e) **(Payments affecting the Subscription Price)**

Any payment made by the Issuer or a Group Member to the Subscriber in respect of any Claim will be in reduction of the Subscription Price for tax purposes unless otherwise required by applicable Laws.

Any payment made by Subscriber to the Issuer or a Group Member in respect of any Claim will be an increase in the Subscription Price for tax purposes unless otherwise required by applicable Laws.

(f) **(Independent limitations)**

Each qualification and limitation in this clause 8.3 is to be construed independently of the others and is not limited by any other qualification or limitation.

9 Indemnity

- (a) The Issuer indemnifies the Subscriber against each claim, action, proceeding, judgment, damage, costs, loss, expense or liability (including legal costs on a full indemnity basis) incurred or suffered by or brought by or made or recovered against the Subscriber in connection with or arising out of any breach of any provision of this Agreement (including without limitation, the breach of any Issuer's Warranties) by the Issuer; for the avoidance of doubt, any indemnity given by the Issuer with respect to any breach of Issuer's Warranties (other than any indemnity provided for under clause 9(c) below) shall be subject to the qualifications and limitations on Claims as set forth under clause 8.3 and the Subscriber is not entitled to rely on any indemnity (other than clause 9(c)) to the

extent that clause 8.3 qualifies or limits the ability of the Subscriber to make a Claim for breach of Issuer's Warranties.

- (b) The Subscriber indemnifies the Issuer against each claim, action, proceeding, judgment, damage, costs, loss, expense or liability (including legal costs on a full indemnity basis) incurred or suffered by or brought by or made or recovered against the Issuer in connection with or arising out of any breach of any provision of this Agreement by the Subscriber.
- (c) Without limiting the rights of the Subscriber to claim damages for the breach of any Issuer's Warranty and subject only to clause 9(d), and notwithstanding any other clause in this Agreement, the Issuer agrees to indemnify and hold harmless on demand the Subscriber, and pay to the Subscriber an amount equal to 12% of:
 - (i) any value-added Tax in excess of US\$500,000 paid by Ensogo Inc. to a Tax Authority in the Philippines as a consequence of failure to pay value-added Tax in the Philippines by virtue of claiming to act as agent, and not principal, during 2012 and 2013 (as disclosed against warranty 11.1 in the disclosure letter given by the seller in connection with the share sale agreement dated as of April 2, 2014 (as amended) for the acquisition of the LivingSocial South East Asian business); and
 - (ii) any withholding Tax, value-added Tax and/or penalties in excess of A\$269,000, paid by Ensogo, Inc. to a Tax Authority in the Philippines as a consequence of failure by Ensogo, Inc. to pay self-assessed withholding Tax or value-added Tax in the Philippines (as disclosed in the correspondence with respect to the complaint against Ensogo, Inc. and its officers, dated on or about February 5, 2015, between the Bureau of Internal Revenue and the Department of Justice).
- (d) In determining the amounts paid for the purposes of clause 9(c), the amount finally paid by Ensogo Inc. to a Tax Authority under each of clauses 9(c)(i) and 9(c)(ii) will be reduced by any amounts which the Issuer recovers from LivingSocial US, LLC or LivingSocial, Inc in connection with the share sale agreement dated as of April 2, 2014 (as amended) for the acquisition of the LivingSocial South East Asian business.

10 Confidentiality

10.1 Confidential Information

Subject to clause 10.2, each party shall treat as strictly confidential and shall not disclose to any other person or use any information (including written information and information transferred or obtained orally, visually, electronically or by any other means) received or obtained as a result of entering into or performing this Agreement which relates to:

- (a) the provisions of this Agreement;
- (b) the negotiations and subject matter of this Agreement; and
- (c) the other party,

(collectively, **Confidential Information**).

10.2 Exceptions

Notwithstanding the other provisions of this clause 10, a party may disclose or use Confidential Information which would otherwise be subject to the provisions of clause 10.1, if and to the extent:

- (a) the disclosure or use is required by Law or any Authority to which such party is subject to or submits (whether or not the request for information has the force of law);
- (b) the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement;
- (c) Confidential Information is disclosed on a need to know and strictly confidential basis to its Affiliates and representatives, provided that such recipients agrees to be bound by equivalent confidentiality restrictions;
- (d) Confidential Information was lawfully in its possession, without breach of any obligation owed to a party to this Agreement or in the possession of any of its Affiliates or representatives (in either case as evidenced by written records) free of any restriction as to its use or disclosure prior to it being so disclosed;
- (e) Confidential Information is or becomes in the public domain other than by breach of that Party or any of its Affiliates or representatives;
- (f) that the other party has given prior written consent to the disclosure (which may be withheld at the absolute discretion of the other party);
- (g) disclosure is made on a strictly confidential basis to a bona fide third party wishing to acquire the Subscriber's group or to their professional advisers or financiers, to the extent that any such persons need to know the Confidential Information for the purposes of considering, evaluating, advising on or furthering the potential purchase, and provided that no such disclosure shall be made unless:
 - (i) such person has agreed to be bound by equivalent confidentiality restrictions; and
 - (ii) the information being disclosed has been approved by the other party (such approval not to be unreasonably withheld or delayed);
- (h) Confidential Information is independently developed after Completion; or
- (i) the disclosure or use is required to enable that party to perform this Agreement or enforce its rights under this Agreement or otherwise vest the full benefit of this Agreement in that party;

and provided that, to the extent permitted by Law and as is reasonably practicable in the circumstances, any Confidential Information to be disclosed in reliance on clauses 10.2 (a) or (b) shall be disclosed only after consultation with the other party with a view to providing the other party with the opportunity to contest such disclosure or use or otherwise agree the timing and content of such disclosure or use and the party intending to disclose the Confidential Information shall take into account reasonable comments or requests of the other party.

The restrictions contained in this Clause 10 shall continue to apply after the termination of this Agreement without limit in time

11 ASX Announcement

- (a) Each of the Issuer and the Subscriber:
 - (i) consents to the lodgement by the Issuer of the ASX Announcement with the ASX on the Settlement Date;
 - (ii) confirms its intention to be bound by the statements, undertakings and confirmations made by it in the ASX Announcement;
 - (iii) acknowledges that the other party has entered into this Agreement in reliance on the statements, undertakings and confirmations made by it in the ASX Announcement; and

- (iv) acknowledges that public investors who transact in Shares on ASX will do so in reliance on the statements, undertakings and confirmations made in the ASX Announcement.
- (b) The Issuer represents, warrants and confirms that each of the Key Shareholders has:
 - (i) consented in writing to the lodgement by the Issuer of the ASX Announcement with the ASX on the Settlement Date;
 - (ii) confirmed in writing its intention to be bound by the statements, undertakings and confirmations made by it in the ASX Announcement;
 - (iii) acknowledged in writing that the Issuer and the Subscriber have each entered into the Agreement in reliance on the statements, undertakings and confirmations made by each of the Key Shareholders in the ASX Announcement; and
 - (iv) acknowledged in writing that public investors who transact in Shares on ASX will do so in reliance on the statements, undertakings and confirmations made by each of the Key Shareholders in the ASX Announcement.

12 General

12.1 Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

12.2 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail), by hand, by fax to the address or fax number below or the address or fax number last notified by the intended recipient to the sender or by email to the email address or addresses below or the email address or addresses last notified by the intended recipient or recipients to the sender:
 - (i) to the Issuer:

Address: Suite 806, Level 8, 70 Pitt Street,
Sydney, NSW 2000 Australia

Fax No: +61 2 9233 4497

Email address: luke@catchagroup.com
and
ngeddes@austcosec.com.au

Attention: Nick Geddes and Luke Elliott
 - (ii) to the Subscriber:

Address: No. 20 Huahai Street, Liwan
District, Guangzhou, 510370 PRC

Fax No: +86 (20) 2233-0111

Email address: david.gu@vipshop.com

Attention: Weiguo GU (顾为国)

- (c) will be conclusively taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country);
 - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and
 - (iv) in the case of email, at the time the email is sent by the sender unless the sender received an automated message that the email has not been delivered or that the recipient is unavailable,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or at a time that is later than 5 p.m. in the place to which the Notice is sent, it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

12.3 Assignment

- (a) Rights arising out of or under this Agreement are not assignable by a party without the prior written consent of the other party.
- (b) A breach of clause 12.3(a) by a party entitles the other party to terminate this Agreement.
- (c) Clause 12.3(b) does not affect the construction of any other part of this Agreement.

12.4 No waiver

- (a) No acquiescence, waiver or other indulgence granted by either party to any other party will in any way discharge or relieve that other party from any of its other obligations under this Agreement.
- (b) A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

12.5 Costs and duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement. All duty (including any fines, penalties and interest) payable on or in connection with this Agreement and any instrument executed under or any transaction evidenced by this Agreement must be borne equally by the parties.

12.6 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

12.7 Extent of obligations

If any payment under this Agreement becomes void by any statutory provision or otherwise, the obligations of the party that made the payment will be taken not to have been discharged in respect of that payment and the parties will be restored to the rights which each respectively would have had if that payment had not been made.

12.8 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

12.9 Amendment

This Agreement may be amended only by another agreement executed by all the parties.

12.10 Further assurances

At the reasonable request of another party, each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

12.11 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

12.12 Time is of the Essence

Any time, date or period referred to in this Agreement may be extended by mutual agreement in writing between the parties, but, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.

13 GST

13.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

13.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

13.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

13.4 Survival

This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

13.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this clause.

SCHEDULE 1
PARTICULARS OF THE GROUP

Buy Together Retail Limited (HK)

- | | | |
|-----|----------------------------|------------------------------------------------------------------------------------------------------------------|
| 1. | Registered number: | 1814765 |
| 2. | Date of incorporation: | 22/10/2012 |
| 3. | Place of incorporation: | Hong Kong |
| 4. | Registered office address: | Flat 9A, Yeung Yiu Chung (No.6) Industrial Building, 19 Cheung Shun St, Cheung Sha Wan, Kowloon, Hong Kong |
| 5. | Type of company: | Limited company |
| 6. | Authorised share capital: | 10,000 shares @HKD1 each amounting to HKD10,000 |
| 7. | Issued share capital: | 10,000 |
| 7.A | Shareholders: | 100% Buy Together Hong Kong Limited |
| 8. | Directors: | Krzystof Marszalek Lucas Robert Elliott |
| 9. | Secretary: | General Secretarial Limited |
| 10. | Accounting reference date: | 31 December 2014 |
| 11. | Auditors: | PWC |
| 12. | Business activities: | Retail |

Ensogo Holdings Limited (HK)

- | | | |
|-----|----------------------------|-----------------------------------------------------------|
| 1. | Registered number | 1516970 |
| 2. | Date of incorporation: | 18/10/2010 |
| 3. | Place of incorporation: | Hong Kong |
| 4. | Registered office address: | Flat A, 8/F, Yeung Yiu Chung (No.6) Industrial Building |
| 5. | Type of company: | Limited company |
| 6. | Authorised share capital: | 192,310 ordinary shares amounting to USD19,231 |
| 7. | Issued share capital: | 192,310 |
| 7A. | Shareholders: | 100% iBuy Group Pte Ltd |
| 8. | Directors: | Krzystof Marszalek Lucas Robert Elliott |
| 9. | Secretary: | Thanigs Limited |
| 10. | Accounting reference date: | 31 December 2014 |
| 11. | Auditors: | PWC |
| 12. | Business activities: | Investment holding and provision of group buying services |

Buy Together Hong Kong Limited (HK)

- | | | |
|-----|----------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 1. | Registered number | 1437850 |
| 2. | Date of incorporation: | 31/3/2010 |
| 3. | Place of incorporation: | Hong Kong |
| 4. | Registered office address: | Flat 8A, 9A & 10B1, Yeung Yiu Chung (No.6) Industrial Building, 19 Cheung Shun St, Cheung Sha Wan, Kowloon, Hong Kong |
| 5. | Type of company: | Limited company |
| 6. | Authorised share capital: | 10,000 shares @HKD1 each amounting to HKD10,000 |
| 7. | Issued share capital: | 10,000 |
| 7A. | Shareholders: | 100% iBuy Group Pte Ltd |
| 8. | Directors: | Krzysztof Marszalek Lucas Robert Elliott |
| 9. | Secretary: | General Secretarial Limited |
| 10. | Accounting reference date: | 31 December 2014 |
| 11. | Auditors: | PWC |
| 12. | Business activities: | Investment holding and provision of group buying services |

Buy Together Technology Shenzhen Ltd (CN)

1. Registered number: #440301503441310
2. Date of incorporation: 26/10/2012
3. Place of incorporation: Shenzhen, China
4. Registered office address: Rm 427-435 Blk6, Ba Gua Si Road, Ba Gua Ling, Fu Tian Qu, Shen Zhen, P.R.C.
5. Type of company: Limited Company
6. Authorised share capital: RMB100,000 equivalent to HKD 130,000
7. Issued share capital: RMB100,000 equivalent to HKD 130,000
- 7A. Shareholders: 100% Buy Together Hong Kong Limited
8. Directors: Krzysztof Marszalek
9. Secretary: Sinasia Accounting and Secretarial Services Limited
10. Accounting reference date: 31 December 2014
11. Auditors: Leinuo
12. Business activities: Sourcing of Consumer products <refer to Audited FS>

DealGuru Holdings Pte Ltd (SG)

1. Registered number: 201010783W
2. Date of incorporation: 19/5/2010
3. Place of incorporation: Singapore
4. Registered office address: 2 Kallang Avenue, #03-05 CT Hub Singapore (339407)
5. Type of company: Limited Private Company
6. Authorised share capital: SGD4,791,829
7. Issued share capital: 2,183,575 ordinary shares amounting to SGD 4,791,828
89,217 Preference shares amounting to SGD1
- 7A. Shareholders: 100% iBuy Group Pte Ltd
8. Directors: Lucas Robert Elliott
Patrick Linden
Ian Ng Fook Yun
9. Secretary: Luther Corporate Services
10. Accounting reference date: 31 December 2014
11. Auditors: PWC
12. Business activities: Web portals (including social networking sites);
advertising activities

DealTravel Pte Ltd (SG)

1. Registered number: 201306338C
2. Date of incorporation: 11/3/2013
3. Place of incorporation: Singapore
4. Registered office address: 2 Kallang Avenue, #03-05 CT Hub Singapore (339407)
5. Type of company: Limited Private Company
6. Authorised share capital: SGD 150,000
7. Issued share capital: 150,000 ordinary shares amounting to SGD 150,000
- 7A. Shareholders: 100% Dealguru Holdings Pte Ltd
8. Directors: Patrick Linden
9. Secretary: Lionsworld Incorporation Pte Ltd
10. Accounting reference date: 31 December 2014
11. Auditors: PWC
12. Business activities: Travel agencies and tour operators (inbound and outbound)

ibuy Group Pte Ltd (SG)

- | | | |
|-----|----------------------------|------------------------------------------------------------|
| 1. | Registered number: | 201325814E |
| 2. | Date of incorporation: | 23/9/2013 |
| 3. | Place of incorporation: | Singapore |
| 4. | Registered office address: | 3 Raffles Place #06-01 Bharat Building, Singapore (048617) |
| 5. | Type of company: | Limited Private Company |
| 6. | Authorised share capital: | SGD2 |
| 7. | Issued share capital: | 2 shares amounting to SGD 2 |
| 7A. | Shareholders: | 100% Ensogo Limited |
| 8. | Directors: | Wee Pang Ming Lucas Robert Elliot |
| 9. | Secretary: | CTLC Law Corp |
| 10. | Accounting reference date: | 31 December 2014 |
| 11. | Auditors: | KBW Trust Assurance |
| 12. | Business activities: | Other investment holding companies |

Deal Mates Sdn. Bhd. (MY)

1. Registered number: 891933-K
2. Date of incorporation: 5/3/2010
3. Place of incorporation: Malaysia
4. Registered office address: Unit 16-01, 16th Floor, Merana Multi Purpose No.8
Jalan Munshi Abdullah 50100 Kuala Lumpur
5. Type of company: Private Company Limited by Shares
6. Authorised share capital: MYR500,000 divided into 46,000,000 ordinary
shares of MYR0.01 each and 4,000,000 Class A
redeemable convertible preference shares of MYR
0.01 each.
7. Issued share capital: 500,000
- 7A. Shareholders: iBuy Group Pte Ltd entitled to 100%
8. Directors: Erman Akinci
Lucas Robert Elliott
9. Secretary: Boardroom Corporate Services (KL) Sdn Bhd
10. Accounting reference date: 31 December 2014
11. Auditors: Baker Tilly (to be appointed for 2014)
12. Business activities: To transact the business of providing computer
applications

LivingSocial Malaysia Sdn. Bhd.

1. Registered number: 600317-V
2. Date of incorporation: 29/11/2002
3. Place of incorporation: Malaysia
4. Registered office address: Unit 16-01, 16th Floor, Merana Multi Purpose No.8
Jalan Munshi Abdullah 50100 Kuala Lumpur
5. Type of company: Private Company Limited by Shares
6. Authorised share capital: RM10,000,000
7. Issued share capital: 481,825,805 ordinary shares@RM0.01 each
65,000 preference shares@RM0.01each
- 7A. Shareholders: Ensogo Holdings Ltd entitled to 100%
8. Directors: Erman Akinci
Lucas Robert Elliott
9. Secretary: B&M Consultancy Services Sdn Bhd
10. Accounting reference date: 31 December 2014
11. Auditors: PWC
12. Business activities: To carry on business, and to act as merchants,
general traders, commission agent

MyDeal Lifestyle & Travel Sdn Bhd (MY)

1. Registered number: 969164-A
2. Date of incorporation: 22/11/2011
3. Place of incorporation: Malaysia
4. Registered office address: Unit 16-01, 16th Floor, Merana Multi Purpose No.8
Jalan Munshi Abdullah 50100 Kuala Lumpur
5. Type of company: Private Company Limited by Shares
6. Authorised share capital: RM500,000 divided into 500,000 ordinary shares of
RM1 each
7. Issued share capital: 500,000
- 7A. Shareholders: Dealguru Holdings Pte Ltd entitled to 100%
8. Directors: Lucas Robert Elliott
Erman Akinci
9. Secretary: Luther Corporate Services Sdn Bhd
10. Accounting reference date: 31 December 2014
11. Auditors: Baker Tilly (to be appointed for 2014)
12. Business activities: To carry on an online promotion and marketing
business and to carry on business as tourist and
travel agents

MyDeal Sdn. Bhd. (MY)

1. Registered number: 899027-W
2. Date of incorporation: 20/4/2010
3. Place of incorporation: Malaysia
4. Registered office address: Unit 16-01, 16th Floor, Merana Multi Purpose No.8
Jalan Munshi Abdullah 50100 Kuala Lumpur
5. Type of company: Private Company Limited by Shares
6. Authorised share capital: RM500,000 divided into 500,000 ordinary shares of
RM1 each per M&A resolution
7. Issued share capital: 500,000
- 7A. Shareholders: Dealguru Holdings Pte Ltd entitled to 100%
8. Directors: Lucas Robert Elliott
Erman Akinci
9. Secretary: Luther Corporate Services Sdn Bhd
10. Accounting reference date: 31 December 2014
11. Auditors: PWC
12. Business activities: To carry on business, and to act as merchants,
general traders, commission agents

Ensogo Co Ltd (TH)

1. Registered number: 105552048708
2. Date of incorporation: 21/5/2009
3. Place of incorporation: Thailand
4. Registered office address: 990 Abdulrahim Place 10th Floor, Rama IV Road, Silom, Bangrak, Bangkok 10500
5. Type of company: Limited company
6. Authorised share capital: THB10,000,000 (20,000 shares @THB500)
7. Issued share capital: 10,200 ordinary shares amounting to THB5,100,000 (All Excellence Co., Ltd.)
9,799 Preference shares amounting to THB4,899,500 (Ensogo Holdings Limited)
1 Preference share amounting to THB500 (iBuy Group Pte. Ltd.)
- 7A. Shareholders: As above.
8. Directors: Mr. Voravudh Varikarn
Mr. Erman Akinci
Ms. Pannee Laowsamrong
Mr. Krzysztof Marszalek
Ms. Patthanin Jirasatjanukul
9. Secretary: Lorenz & Partners Co. Ltd.
10. Accounting reference date: 31 December 2014
11. Auditors: PWC
12. Business activities: To engage in the business of trading merchant vouchers

Ensogo Limited (AU)

1. Registered number: 165522887
2. Date of incorporation: 28/8/2013
3. Place of incorporation: Victoria, Australia
4. Registered office address: Suite 806, Level 8, 70 Pitt Street, Sydney, NSW, Australia, 2000
5. Type of company: Public Company limited by Shares
6. Authorised share capital: N/A
7. Issued share capital: 426,069,834 fully paid ordinary shares
- 7A. Shareholders ASX-listed company
8. Directors:
Patrick Grove
Luke Elliott
Sam Weiss
Erman Akinci
Nick Geddes
Thomas Baum
9. Secretary: Nick Geddes
10. Accounting reference date: 31 December 2014
11. Auditors: PWC
12. Business activities: The principal activity of Ensogo Limited is the provision of an e-Commerce business. Headquartered in Singapore with operations in Hong Kong, Singapore, Malaysia, Philippines, Indonesia and Thailand, the group provides products and services for sale to customers in South East Asia and Hong Kong through its e-Commerce websites.

Ensogo, Inc. (PH)

1. Registered number: CS201011691
2. Date of incorporation: 30/7/2010
3. Place of incorporation: Philippines
4. Registered office address: 2nd Flr, W Office Bldg, 11th Avenue Corner 28th St, Bonifacio Global City, Taguig City, Metro Manila, Philippines
5. Type of company: Stock Corporation
6. Authorised share capital: 1,250,000
7. Issued share capital: 12,495 common shares amounting to PHP1,249,500 (Ensogo Holdings Limited)
5 common shares paid amounting to PHP500 (Ma. Elizabeth E. Peralta Loriega, Roderico V. Puno, Minerva A. Santos, Erman Ankinci, and Krzysztof Marszalek, each holding 1 share on trust for Ensogo Holdings Limited)
- 7A. Shareholders: As above – Ensogo Holdings Limited entitled to 100% of shares (other than Director shares).
8. Directors: Krzysztof Marszalek
Erman Ankinci
Ma. Elizabeth E. Peralta Loriega
Roderico V. Puno
Minerva A. Santos
9. Secretary: Ma. Elizabeth Peralta Loriega
10. Accounting reference date: 31 December 2014
11. Auditors: PKF
12. Business activities: Marketing

PT LivingSocial (ID)

- | | | |
|-----|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Registered number: | 09.03.1.46.91191 |
| 2. | Date of incorporation: | 3/1/2011 |
| 3. | Place of incorporation: | Indonesia |
| 4. | Registered office address: | Gd. Graha Aktiva Lt. 2 Suite 201AJI. H.R. Rasuna Said Blok X-1 Kav.03 Kuningan Timur, Setiabudi, Jakarta Selatan 12950 |
| 5. | Type of company: | Limited Liability |
| 6. | Authorised share capital: | 250,000 amounting to USD250,000 |
| 7. | Issued share capital: | 250,000 |
| 7A. | Shareholders | Ensogo Holdings Limited - 99.60% Daniel Edward Federico - 0.40% |
| 8. | Directors: | Nazar Musa |
| 9. | Secretary: | Thomas Gunawan |
| 10. | Accounting reference date: | 31 December 2014 |
| 11. | Auditors: | PKF |
| 12. | Business activities: | Engaging in the sale of various items such as vouchers, goods and other services via internet, as well as marketing and management consultant services. |

SCHEDULE 2 INTELLECTUAL PROPERTY

Part A - Details of Owned Intellectual Property

| Intellectual Property Right | Registered Owner |
|-----------------------------|-----------------------------|
| vstylr.com | BUY TOGETHER HK LTD. |
| stylecannotbebought.com | BUY TOGETHER HK LTD. |
| stylecannowbebought.com | BUY TOGETHER HK LTD. |
| stylefwd.com | BUY TOGETHER HK LTD. |
| bcmarketnews.com | BUY TOGETHER HK LTD. |
| beecrazynews.com | BUY TOGETHER HK LTD. |
| hkmallnews.com | BUY TOGETHER HK LTD. |
| deal.sg | DEALGURU Holdings Pte. Ltd. |
| insidestories.co | BUY TOGETHER HK LTD. |
| dealmarket.com.sg | DEALGURU Holdings Pte. Ltd. |
| dealmarket.sg | DEALGURU Holdings Pte. Ltd. |
| selectiv.co | BUY TOGETHER HK LTD. |
| selectiv.com | BUY TOGETHER HK LTD. |
| ibuy.vn | DEALGURU Holdings Pte. Ltd. |
| ibuy.ph | DEALGURU Holdings Pte. Ltd. |
| vandra.co | DEALGURU Holdings Pte. Ltd. |
| bankoffavors.com | BUY TOGETHER HK LTD. |
| thefavorsbank.com | BUY TOGETHER HK LTD. |
| everyday.com.my | BUY TOGETHER HK LTD. |
| dealivery.com.my | DEALGURU Holdings Pte. Ltd. |
| dealivery.my | DEALGURU Holdings Pte. Ltd. |
| dealshop.com.my | DEALGURU Holdings Pte. Ltd. |
| dealshop.my | DEALGURU Holdings Pte. Ltd. |
| foodrunner.my | MYDEAL SDN. BHD. |
| foodrunner.com.my | MYDEAL SDN. BHD. |
| hungrydelivery.com.sg | DEALGURU Holdings Pte. Ltd. |
| hungrydelivery.sg | DEALGURU Holdings Pte. Ltd. |
| beecrazycn.com | Ensogo Holdings Limited |
| ensogo.com.ph | Ensogo Holdings Limited |
| ensogo.id | DEALGURU Holdings Pte. Ltd. |
| ensogo.co.th | Ensogo Co. Ltd |
| ibuy-group.com | DEALGURU Holdings Pte. Ltd. |
| b4eat-app.com | BUY TOGETHER HK LTD. |
| shopclick.com.sg | DEALGURU Holdings Pte. Ltd. |
| shopclick.sg | DEALGURU Holdings Pte. Ltd. |
| trusteconomy.co | BUY TOGETHER HK LTD. |
| trust-economy.com | BUY TOGETHER HK LTD. |
| mydealshop.com.my | DEALGURU Holdings Pte. Ltd. |
| mydealshop.my | DEALGURU Holdings Pte. Ltd. |
| bcmarketmail.com | BUY TOGETHER HK LTD. |
| hkmallmail.com | BUY TOGETHER HK LTD. |
| checkhkprice.com | BUY TOGETHER HK LTD. |

| | |
|------------------|-----------------------------|
| dealshop.sg | DEALGURU Holdings Pte. Ltd. |
| ensogo.asia | Ensogo Holdings Limited |
| ensogo.com.sg | Ensogo Holdings Limited |
| ensogo.org | Ensogo Holdings Limited |
| ensogo.com.my | BUY TOGETHER HK LTD. |
| ensogo.my | BUY TOGETHER HK LTD. |
| deelkaren.com | Ensogo Holdings Limited |
| deelkeren.com | Ensogo Holdings Limited |
| dielkaren.com | Ensogo Holdings Limited |
| dielkeren.com | Ensogo Holdings Limited |
| diilkaren.com | Ensogo Holdings Limited |
| dilkaren.com | Ensogo Holdings Limited |
| diskonkeren.com | Ensogo Holdings Limited |
| ensogo.biz | Ensogo Holdings Limited |
| ensogo.me | Ensogo Holdings Limited |
| ensogo.mobi | Ensogo Holdings Limited |
| ensogo.tv | Ensogo Holdings Limited |
| deal.com.sg | DEALGURU Holdings Pte. Ltd. |
| beecrazy.hk | BUY TOGETHER HK LTD. |
| ensogo.com | Ensogo Holdings Limited |
| dealkaren.com | Ensogo Holdings Limited |
| dealeren.com | Ensogo Holdings Limited |
| dealeren.net | Ensogo Holdings Limited |
| dealeren.org | Ensogo Holdings Limited |
| mydeal.com.my | DEALGURU Holdings Pte. Ltd. |
| ensogo.co.id | Ensogo Holdings Limited |
| soccute.com | DEALGURU Holdings Pte. Ltd. |
| ibuygroup.com.au | iBuy Group Limited |

| Intellectual Property Right | Registered Owner |
|---------------------------------------|-----------------------------|
| Hong Kong Trademark No.: 301803122 | Buy Together HK Ltd. |
| Hong Kong Trademark No.: 301993861 | Buy Together HK Ltd. |
| PRC Trademark No.: 9256452 | Buy Together HK Ltd. |
| Hong Kong Trademark No.: 302400588 | Buy Together HK Ltd. |
| Hong Kong Trademark No.: 302382228 | Buy Together HK Ltd. |
| Singapore Trademark No.: T1102123H | DEALGURU Holdings Pte. Ltd. |
| Malaysia Trademark No.: 201104229 | DEALGURU Holdings Pte. Ltd. |

| | |
|---------------------------------------|-----------------------------|
| Hong Kong Trademark No.: 302382228 | DEALGURU Holdings Pte. Ltd. |
|---------------------------------------|-----------------------------|

Part B - Details of Group Intellectual Property used under a valid licence

| Intellectual Property Right | Registered Owner | Licensee | Details of licence |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| LIVINGSOCIAL Trademark | LivingSocial, Inc. | Ensogo Co., Ltd. | Exclusive right to use sub-license to others the trademark in Thailand |
| <p>1. LIVINGSOCIAL (Trademarks with Registration No. of 301743390, 210020103, 42010011632, and 1067886*)</p> <p>2. LIVINGSOCIAL and Design (Pending and unregistered trademarks with Application No. of 785142, 913827 and 913828)</p> <p>3. Domain names:</p> <p>livingsocialhongkong.com; livingsocialindonesia.com; livingsocialmalaysia.com; livingsocialphilippines.com; livingsocialsingapore.com; livingsocialthailand.com ; lshongkong.com; livingsocial.com.hk; lviingsocial.com.my; livingsocial.hk; livingsocial.co.id; livingsocial.com.ph; livingsocial.ph; and livingsocial.co.th</p> <p>4. all copyright subsisting in any of the marks listed in 1 and 2 above.</p> | LivingSocial Inc, Inc. | <p>Ensogo Holdings Limited</p> <p>Ensogo Co., Ltd</p> <p>Ensogo, Inc.</p> <p>LivingSocial Malaysia Sdn. Bhd.</p> <p>PT LivingSocial Indonesia</p> | Exclusive, loyalty free and irrevocable right to use the licensed intellectual property in Hong Kong, Thailand, Philippines, Indonesia and Malaysia for 2 years since April 2014. |

SCHEDULE 3
TERMS OF NON-DISPOSAL

| Name of Key Shareholder | Number of Shares | Term of non-disposal |
|--------------------------------|-------------------------|-----------------------------------------------------------|
| Catcha Group Pte Ltd | 88,924,936 | From the date of this Agreement until 31 December 2015 |
| | 16,594,445 | For a period of 90 days starting from the Settlement Date |
| Middle Kingdom Capital Group | 25,444,182 | From the date of this Agreement until 31 December 2015 |
| | 25,444,182 | For a period of 90 days starting from the Settlement Date |
| Patrick Linden | 10,944,920 | For a period of 90 days starting from the Settlement Date |
| Jan Peter Croeni | 12,913,245 | For a period of 90 days starting from the Settlement Date |
| Rebate Networks GmbH | 54,938,821 | For a period of 90 days starting from the Settlement Date |
| Subscriber | 59,464,069 | From the date of this Agreement until 31 December 2015 |

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

SIGNED by

Lucas Elliott (Director)

&

Nicholas Geddes (Director)

for and on behalf of

Ensogo Limited

SIGNED by

Ya SHEN (Director)

for and on behalf of

E&A Belina Investments Limited

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

SIGNED by)
Lucas Elliott (Director))
&)
Nicholas Geddes (Director))
)
for and on behalf of)
Ensogo Limited)

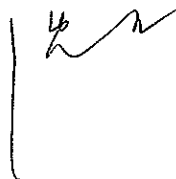
A handwritten signature in blue ink, appearing to be 'Lucas Elliott', is written over the closing parenthesis of the signature block for Ensogo Limited.

SIGNED by)
Ya SHEN (Director))
for and on behalf of)
E&A Belina Investments Limited)

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

| | |
|----------------------------|---|
| SIGNED by |) |
| Lucas Elliott (Director) |) |
| & |) |
| Nicholas Geddes (Director) |) |
| |) |
| for and on behalf of |) |
| Ensogo Limited |) |

| | |
|-------------------------------------------|---|
| SIGNED by |) |
| Ya SHEN (Director) |) |
| for and on behalf of |) |
| E&A Belina Investments Limited |) |

A handwritten signature in black ink, appearing to be 'Ya SHEN', is written over a vertical line that serves as a separator between the signature area and the rest of the page.

APPENDIX A
FORM OF ASX ANNOUNCEMENT

ON LETTERHEAD

Ensogo Limited Receives Strategic Investment from Vipshop

Vipshop Acquires 12.2% Equity Interest

27 February 2015

Ensogo Limited (ASX:E88) today announced that Vipshop Holdings Limited (NYSE: VIPS), China's leading online discount retailer for brands ("Vipshop"), has acquired a 12.2% equity interest in the Company, by being issued with primary shares. The investment was made for aggregate cash consideration of approximately A\$6.4 million (US\$5 million) through E&A Belina Investments Limited, a wholly owned subsidiary of Vipshop, at an effective issue price of approximately A\$0.108 (10.8 cents) per Ensogo share. Proceeds of the subscription, to be received by Ensogo by no later than 17 March 2015, will be used to develop and grow Ensogo's existing businesses.

Kris Marszalek, chief executive officer at Ensogo, commented, "We are extremely excited to welcome Vipshop as a shareholder and strategic partner. As a leading online discount retailer for brands, Vipshop has pioneered the online discount retail model in China. We believe our long term perspective for partnership will allow us to generate positive synergies between our businesses in the future. We look forward to working with the Vipshop team to help further strengthen and develop Ensogo's business throughout Southeast Asia."

David Gu, director of corporate development at Vipshop, commented, "We are very excited to have made this strategic investment in Ensogo. By investing in Ensogo, we hope to gain a greater understanding of the burgeoning e-commerce market in South East Asia with Ensogo's extensive expertise and success while at the same time offering our deep expertise in discount retailing to Ensogo. We look forward to working with the Ensogo team now and in the future as we explore means of expanding this strategic relationship."

Additional terms of Vipshop's subscription

As part of Vipshop's subscription, Ensogo and Vipshop have formed a strategic relationship which aims to enhance the development of Ensogo's e-commerce businesses in South East Asia through on-going cooperation with Vipshop representatives. A nominee of Vipshop, Mr David Gu, has also been appointed to Ensogo's board.

Subject to the granting of a waiver by ASX in respect of ASX Listing Rule 6.18, Ensogo has also granted Vipshop a top up right which will allow Vipshop to maintain its interest in Ensogo by subscribing for shares at the same price at which Ensogo issues shares to shareholders or third parties. The top up right will apply while Vipshop's interest is between 5% and 19.9% of Ensogo.

Non-disposal of shares

The following key shareholders of the Company have confirmed that they will not dispose of their shareholdings in Ensogo (except as a result of acceptance of a bona fide takeover bid, as part of a scheme of arrangement, as part of an equal access buy-back, capital return or capital reduction, or as required by law) for the time periods as set out below, and have acknowledged that Vipshop has entered into the subscription agreement in reliance on their confirmations.

1. Catcha Group Pte Ltd, which holds 105.5 million shares (21.7% of Ensogo's total issued shares), will not dispose of any of:
 - a. 88.9 million shares until after 31 December 2015; and
 - b. 16.6 million shares until after 28 May 2015.
2. Middle Kingdom Capital Group, which holds 50.9 million shares (10.5% of Ensogo's total issued shares), will not dispose of any of:
 - a. 25.45 million shares until after 31 December 2015; and
 - b. 25.45 million shares until after 28 May 2015.
3. Rebate Networks GmbH, which holds 54.9 million shares (11.3% of Ensogo's total issued shares), will not dispose of any of its shares until after 28 May 2015.
4. Patrick Linden, who holds 10.9 million shares (2.3% of Ensogo's total issued shares), will not dispose of any of his shares until after 28 May 2015.
5. Jan Peter Croeni, who holds 12.9 million shares (2.7% of Ensogo's total issued shares), will not dispose of any of his shares until after 28 May 2015.

Vipshop, which holds 59.5 million shares (12.2% of Ensogo's total issued shares), has confirmed that it will not dispose of its shareholding in Ensogo (except as a result of acceptance of a bona fide takeover bid, as part of a scheme of arrangement, as a result of a material adverse change to the financial position of Ensogo, as a result of an un-remedied breach by Ensogo of a material obligation under the subscription agreement, as part of an equal access buy-back, capital return or capital reduction, or as required by law) until after 31 December 2015.

For more information, please contact.

Kris Marszalek
Co-Founder and CEO
Ensogo Limited
+852 9666 0951

About Vipshop Holdings Limited

Vipshop Holdings Limited is China's leading online discount retailer for brands. Vipshop offers high quality and popular branded products to consumers throughout China at a significant discount to retail prices. Since it was founded in August 2008, the Company has rapidly built a sizeable and growing base of customers and brand partners. For more information, please visit <http://www.vip.com>.

About Ensogo

Listed on ASX, Ensogo Limited owns and operates a network of leading e-commerce websites. Headquartered in Singapore with operations in Singapore, Malaysia, Hong Kong, Thailand, Philippines and Indonesia, Ensogo sells discounted branded consumer products online and connects over 138 million consumers to retailers by providing 'best price' volume discounts on a wide variety of goods. Ensogo's vision is to create ASEAN's leading e-commerce retailer.

APPENDIX B
FORM OF INFORMATION PROTOCOL



HERBERT
SMITH
FREEHILLS

25 February 2015

Information Protocol

Ensogo Limited and Vipshop Holdings Limited

1 Introduction

Vipshop Holdings Limited (or a related body corporate) (**Vipshop**) and Ensogo Limited (ACN 165 522 887) (**Ensogo**) will enter into a subscription agreement on or around the date of this protocol (**Subscription Agreement**), pursuant to which Vipshop will acquire approximately 12% of the total issued shares in Ensogo on a fully-diluted basis. Under the terms of the Subscription Agreement, Vipshop is entitled to nominate a non-executive director to the board of Ensogo (**Board**) in certain circumstances.

This protocol applies to:

- (a) Ensogo; and
- (b) Vipshop,

and deals with possible conflicts of interest faced by a director of Ensogo (**Director**) that has been nominated by Vipshop (**Vipshop Director**), the handling and permitted use of the information that a Vipshop Director receives (in his or her capacity as a Director) and the making of requests for information to Ensogo by Vipshop.

The purpose of this protocol is to:

- (a) clearly delineate the information which a Vipshop Director may disclose to Vipshop;
- (b) provide channels by which Vipshop may seek additional information from Ensogo (for example, where a significant conflict of interest might arise if Vipshop was to seek the information from a Vipshop Director);
- (c) minimise the risk of insider trading by Vipshop as a result of information disclosed by Ensogo to a Vipshop Director;
- (d) identify the purposes for which Ensogo will provide information to Vipshop under this protocol; and
- (e) set out rules and obligations that Directors and the Board are required to comply with in order to manage conflicts of interest.

2 Guidance for a Vipshop Director

2.1 General principle – disclosure of Ensogo information to Vipshop

In the absence of an express formal right to disclose information to Vipshop (for example, as provided for in section 3 of this protocol or as expressly agreed by the Board from time to time), the Vipshop Director must maintain Ensogo's information in strict confidence.

However, consistent with the principle that a director may consult with his or her appointer, there is scope for legitimate communication of such information where:

- (a) it is consented to by the Board (which for this purpose must exclude any Vipshop Director); and
- (b) the Vipshop Director is satisfied that appropriate steps have been taken within Vipshop to preserve the confidentiality of the information and guard against its misuse.

Subject to the disclosure being appropriately circumscribed, it would not be a breach of duty to provide such information to Vipshop unless:

- (c) the consent referred to above has been overridden by an express request by the Board (for example, that strict confidentiality be maintained in respect of a certain piece of information or matter); or
- (d) to do so would result in the Vipshop Director being in breach of his or her statutory or fiduciary duties as a Director.

2.2 Disclosure of information belonging to Vipshop to Ensogo

The duties of a Vipshop Director do not extend to disclosure of Vipshop's confidential information to Ensogo.

3 Standing principles relating to disclosure of Ensogo information

- (a) The Board (excluding the Vipshop Director) has determined that it is in the interests of Ensogo for all information relating to Ensogo, that is provided to the Vipshop Director (in his or her capacity as a Director), to be provided to Vipshop (and in doing so, the Vipshop Director will not be in breach of his or her duty of confidence to Ensogo), on an ongoing basis and for the reason described in section 3(b), unless:
 - (1) the information falls within one of the following categories or types, in which case it must be redacted and removed, prior to any provision of the information to Vipshop (in the absence of a specific Board determination to the contrary (excluding the Vipshop Director)):
 - information regarding Ensogo's strategies, plans or activities outside its current geographic markets, being Hong Kong, Singapore, Thailand, Malaysia, Philippines and Indonesia;
 - information regarding any aspect of the relationship between Ensogo and Vipshop, on a business, corporate or strategic level;
 - information regarding Control (as defined in the *Corporations Act 2001 (Cth)* (**Corporations Act**)) of Ensogo, including without limitation, any proposals that could result in a change in that Control; and/or
 - information regarding any products or services, including proposed and new products or services, relating to Ensogo's business in any way, where Vipshop provides or purchases such products or services; and/or
 - (2) the Board (excluding the Vipshop Director) determines in its absolute discretion that it is not in the best interests of Ensogo for particular information or documentation to be provided to Vipshop (whether or not such information falls within the categories or types listed in (1) above).
- (b) The Board has determined to provide to Vipshop the information described in section 3(a) to ensure an appropriate amount of information is available to enable Vipshop to:

- (1) effectively participate in the Strategic Relationship (as defined in the Subscription Agreement) between the parties; and
 - (2) continue to assist in the development of Ensogo's operations and businesses for the mutual benefit of the parties.
- (c) Subject at all times to section 6, Vipshop may in turn disclose the information described in section 3(a) to its board of directors, executive management team, third party advisers, financiers, shareholders, members, representatives and owners provided that Vipshop remains at all times responsible for ensuring that the confidentiality of Confidential Information (defined below) is preserved.
- (d) Subject only to section 3(e), and otherwise notwithstanding anything to the contrary in this protocol, it is acknowledged and recorded that the Vipshop Director shall:
 - (1) not be restricted from receiving all information or documentation relating to Ensogo that is provided to other directors on the Board (including information within the categories or types listed in (a)(1) or (a)(2) above) even though this protocol may:
 - restrict the Vipshop Director from subsequently providing that information to Vipshop; or
 - entitle Ensogo to withhold the information from Vipshop and not disclose the information to Vipshop; and
 - (2) be entitled to attend and be present at any meeting at which information or documentation relating to Ensogo (including information within the categories or types listed in (a)(1) or (a)(2) above) is considered or discussed or at which meeting matters relating to such information is voted on, even though the Vipshop Director may not necessarily be entitled to vote at such meeting,

except in circumstances where the Vipshop Director is not entitled as a Director:
 - (3) to receive such information or documentation; or
 - (4) to attend or be present at any Board meeting of Ensogo,

because of a fiduciary or other legal reason.
- (e) Information and documentation relating to Ensogo will not be withheld from the Vipshop Director, and the Vipshop Director will not be precluded from being present at meetings at which matters relating to such information or documentation is voted on, simply on the basis that the relevant information or documentation relates to products or services provided or purchased (or contemplated to be provided or purchased) by Ensogo, in circumstances where Vipshop provides or purchases such products or services.

4 Requests by Vipshop for information

If Vipshop wishes to make a formal request for information from Ensogo, the request must be directed to the company secretary of Ensogo, who must refer the request to the Board (which for this purpose must exclude any Vipshop Director).

The Board (excluding the Vipshop Director) may, in its absolute discretion, determine that it is in Ensogo's interests to provide some, all or none of the information requested.

5 Draft information

Certain information provided to Vipshop may be in draft form or may not have been finalised or authorised by the Board. Due to the nature of this information, the Board does not consider that is reasonable for Vipshop to rely on it. Vipshop must release and hold harmless Ensogo from any loss or damage suffered by Vipshop acting in reliance on any of Ensogo's draft or unapproved information.

6 Confidentiality

- (a) For the purposes of section 6 of this protocol, "**Confidential Information**" means all information of Ensogo disclosed to Vipshop under this protocol which is not in the public domain.
- (b) Subject to section 6(c), Vipshop must keep confidential and not disclose the Confidential Information, and must always take reasonable steps to protect the Confidential Information from unauthorised use, reproduction or disclosure, to at least the same extent that it would protect similar information concerning its own operations.
- (c) Vipshop is not restricted from disclosing any Confidential Information to the extent:
 - required by applicable law, government agency or the listing rules of any relevant securities exchange;
 - the Confidential Information is already in Vipshop's (or a related body corporate's) lawful possession (in either case as evidenced by written records) without breach of any obligation owed to Ensogo and is free of any restriction as to its use or disclosure prior to it being so disclosed;
 - the Confidential Information is independently generated or developed by Vipshop (or a related body corporate), or on their behalf, without any reference to or reliance or dependency on the Confidential Information;
 - the Confidential Information is in the public domain other than as a result of breach of this protocol or any other obligation of confidentiality owed to Ensogo by Vipshop;
 - the Confidential Information is disclosed to a related body corporate of Vipshop;
 - the Confidential Information is disclosed on a need to know and confidential basis to Vipshop's affiliates, directors and officers, employees, third party professional advisers and financiers (or those of a related body corporate), provided that Vipshop remains at all times responsible for ensuring that the confidentiality of the Confidential Information is preserved; and
 - necessary for the purpose of enforcing any rights under the Subscription Agreement or any other agreement between Ensogo or a related body corporate, on the one hand, and Vipshop or a related body corporate, on the other hand,

provided that,

- if for any reason Vipshop is required by applicable law, government agency or the listing rules of any relevant securities exchange to disclose any Confidential Information, Vipshop must notify Ensogo as soon as reasonably practicable and, if reasonably practicable to do so, before such information is provided to the third party; and
 - if it is reasonably practicable to do so in the circumstances, Vipshop will use reasonable endeavours to obtain a confidentiality undertaking from the third party on terms acceptable to Ensogo (acting reasonably).
- (d) Disclosure of the Confidential Information by Ensogo does not constitute a waiver by Ensogo of any of its rights to legal professional privilege as they relate to Confidential Information.

7 Restriction on trading in Ensogo's securities

- (a) Vipshop must:
- not trade in securities of Ensogo while in possession of price sensitive information, until the information is released to the market; and
 - take reasonable steps to ensure that none of its officers or associates do so.
- (b) Nothing in this protocol restricts Vipshop or its officers or associates from trading in securities of Ensogo while Vipshop does not possess price sensitive information relating to the securities of Ensogo.

8 General

8.1 Amendment of this protocol

This protocol may be amended from time to time by agreement between Ensogo and Vipshop (both acting reasonably).

8.2 Termination

In accordance with the Subscription Agreement, the Board (excluding the Vipshop Director) may only terminate this protocol where Vipshop and its related bodies corporate (or their respective nominees, brokers or custodians) cease to hold in aggregate at least 5% of the shares in Ensogo.

APPENDIX C
DISCLOSURE INDEX

Document Index

Documents displayed: All

• - Never viewed or changed since last viewed

* - Added or changed since last login

| Number | Document | Type | Viewed | Size, MB | Extension | Date | Direct Link |
|--------------------|-----------------------------------------------------------------|--------------------|--------|----------|-----------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 01 | Preliminary Legal DD Request | Main Folder | | | | | https://dataroom.ansarada.com/phoenix_project1/folder/2183895 |
| 01.01 | Corporate | Folder | | | | | https://dataroom.ansarada.com/phoenix_project1/folder/2183896 |
| 01.01.01 | Group Structure Chart.pdf.pdf | Document | • | 0.17 | pdf | 13-Jan-2015 23:36 | https://dataroom.ansarada.com/phoenix_project1/document/11223008 |
| 01.01.02 | AU Corporate Information Summary.pdf.pdf | Document | | 0.01 | pdf | 13-Jan-2015 23:38 | https://dataroom.ansarada.com/phoenix_project1/document/11223038 |
| 01.01.03 | CN Corporate Information Summary.pdf.pdf | Document | | 0.01 | pdf | 13-Jan-2015 23:39 | https://dataroom.ansarada.com/phoenix_project1/document/11223061 |
| 01.01.04 | SG Corporate Information Summary.pdf.pdf | Document | | 0.18 | pdf | 13-Jan-2015 23:40 | https://dataroom.ansarada.com/phoenix_project1/document/11223066 |
| 01.01.05 | HK Corporate Information Summary.pdf.pdf | Document | | 0.18 | pdf | 13-Jan-2015 23:47 | https://dataroom.ansarada.com/phoenix_project1/document/11223084 |
| 01.01.06 | TH Corporate Information Summary.pdf.pdf | Document | | 0.18 | pdf | 13-Jan-2015 23:48 | https://dataroom.ansarada.com/phoenix_project1/document/11223086 |
| 01.01.07 | MY Corporate Information Summary.pdf.pdf | Document | | 0.19 | pdf | 13-Jan-2015 23:51 | https://dataroom.ansarada.com/phoenix_project1/document/11223092 |
| 01.01.08 | PH Corporate Information Summary.pdf | Document | | 0.18 | pdf | 13-Jan-2015 23:52 | https://dataroom.ansarada.com/phoenix_project1/document/11223094 |
| 01.01.09 | ID Corporate Information Summary.pdf | Document | | 0.18 | pdf | 13-Jan-2015 23:54 | https://dataroom.ansarada.com/phoenix_project1/document/11223104 |
| 01.02 | Financing | Folder | | | | | https://dataroom.ansarada.com/phoenix_project1/folder/2183906 |
| 01.02.02 | Ensogo Ltd Interco Loan Schedule as at 31 Dec 2014.xlsx | Document | • | 0.03 | xlsx | 14-Jan-2015 03:41 | https://dataroom.ansarada.com/phoenix_project1/document/11224460 |
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