

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

WOWO LIMITED

(Name of Issuer)

Ordinary Shares, par value US\$0.00001 per share

(Title of Class of Securities)

98212L 101⁽¹⁾

(CUSIP Number)

**Ms. Xiaoxia Zhu
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Tsim Sha Tsui, Hong Kong
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With a copy to:

**David K. Cho
Dechert
27th Floor, Henley Building
5 Queen's Road Central
Central, Hong Kong
Telephone: +852 3518 4700**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 8, 2015

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1) This CUSIP number applies to the Issuer's American Depositary Shares, each representing 18 ordinary shares of the Issuer

1.	Names of Reporting Persons Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙江向阳渔港集团股份有限公司)	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds SC	
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(e) or 2(f) <input type="checkbox"/>	
6.	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 158,219,624
	8.	Shared Voting Power
	9.	Sole Dispositive Power 158,219,624
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 158,219,624	
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 11.21% ⁽²⁾	
14.	Type of Reporting Person CO	

(2) Calculated based on the number in Row 11 above divided by 1,410,845,558 Ordinary Shares (as defined below) as of the Closing Date (as defined below), as reported to the Reporting Persons by the Issuer.

1.	Names of Reporting Persons Markland (Hong Kong) Investment Limited	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds SC	
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(e) or 2(f) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Hong Kong	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 110,990,992
	8.	Shared Voting Power
	9.	Sole Dispositive Power 110,990,992
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 110,990,992	
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 7.87% ⁽²⁾	
14.	Type of Reporting Person CO	

(2) Calculated based on the number in Row 11 above divided by 1,410,845,558 Ordinary Shares (as defined below) as of the Closing Date (as defined below), as reported to the Reporting Persons by the Issuer.

1.	Names of Reporting Persons Xiaoxia Zhu	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds SC	
5.	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(e) or 2(f) <input type="checkbox"/>	
6.	Citizenship or Place of Organization People's Republic of China	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 269,210,616
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 269,210,616
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 269,210,616	
12.	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input checked="" type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 19.08% ⁽²⁾	
14.	Type of Reporting Person IN	

(2) Calculated based on the number in Row 11 above divided by 1,410,845,558 Ordinary Shares (as defined below) as of the Closing Date (as defined below), as reported to the Reporting Persons by the Issuer.

Item 1. Securities and Issuer

This statement on Schedule 13D (this “Statement”) relates to the ordinary shares, par value \$0.00001 per share (the “Ordinary Shares”), of Wowo Limited, a company organized under the laws of the Cayman Islands (the “Issuer”), whose principal executive offices are located at Third Floor, Chuangxin Building, No. 18 Xinxu Road, Haidian District, Beijing, People’s Republic of China.

The Issuer’s American depositary shares, each representing eighteen Ordinary Shares, are listed on the NASDAQ Global Market under the symbol “WOWO.” The Reporting Persons (as defined below), however, only beneficially own the Ordinary Shares.

Item 2. Identity and Background

(a) This Statement is being filed jointly by the following persons (each, a “Reporting Person” and collectively, the “Reporting Persons”):

(i) Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙江向阳渔港集团股份有限公司), a company incorporated under the laws of the People’s Republic of China (“Sunward”),

(ii) Markland (Hong Kong) Investment Limited, a company incorporated under the laws of Hong Kong Special Administrative Region of the People’s Republic of China (“Markland”, and together with Sunward, “Ms. Zhu’s Entities”), and

(iii) Ms. Xiaoxia Zhu (“Ms. Zhu”), a citizen of the People’s Republic of China.

(b) The principal business address of Sunward is No. 236, Caihong South Road, Jiangdong, Ningbo, People’s Republic of China (“China”). The principal business of Sunward is to hold investments.

The principal business address of Markland is Flat B4, 6/F., Block B, Hankow Centre, 4A Ashley Road, Tsim Sha Tsui, Kowloon, Hong Kong Special Administrative Region of the People’s Republic of China (“Hong Kong”). The principal business of Markland is to hold investments.

The principal business address of Ms. Zhu is Flat B4, 6/F, Block B, Hankow Centre, 4A Ashley Road, Tsim Sha Tsui, Hong Kong.

(c) Ms. Zhu holds 54.71% equity interest in Sunward and holds 100% issued and outstanding shares of Markland, and the present principal occupation of Ms. Zhu is the co-chairman, co-chief executive officer and a director of the Issuer.

(d) — (e) During the last five years, none of the Reporting Persons has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) see Item 2(a).

Ms. Zhu holds a 50% equity interest in Shanghai Zhongmin Investment Management Company (“SZIM”), the general partner of Shanghai Zhong Ju Investment Management Center (“Zhong Ju”). Zhong Ju beneficially owns 111,213,418 Ordinary Shares of the Issuer which it received in connection with the transaction described in Item 4 below. SZIM has irrevocably appointed Mr. Feng Pan (“Mr. Pan”) to act on behalf of it on all matters relating to Zhong Ju, and SZIM has irrevocably waived the right to replace Mr. Pan. If Mr. Pan is incapable of acting as such due to health reasons, resigns or dies, Ms. Huimin Wang (“Ms. Wang”) (the owner of the other 50% equity interest in SZIM) is designated to appoint another person with the same power as Mr. Pan to act on behalf of SZIM in Zhong Ju (it being agreed that such person cannot be Ms. Wang). Ms. Zhu disclaims beneficial ownership of all shares owned by Zhong Ju.

The Reporting Persons entered into a Joint Filing Agreement on June 17, 2015 (the “Joint Filing Agreement”), pursuant to which they have agreed to file this Statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended. A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.1.

The description of the Joint Filing Agreement contained herein is qualified in its entirety by reference to Exhibit 99.1, which is incorporated herein by reference.

Item 3 Source and Amount of Funds or Other Consideration

Item 4 Purpose of Transaction

The information set forth in Items 5 and 6 is hereby incorporated by reference in its entirety in this Item 4.

Sunward, Junhe Investment Pte. Ltd., Shanghai Zhong Ju Investment Management Center (上海众钜投资管理中心 (有限合伙)), Extensive Power Limited, Global Oriental Development Limited, Asia Global Develop Limited, Markland, Markland (Hong Kong) Planning Limited, Youlong Huang, Ning Lin, Wai Poon, Gang Wang and Guoping Wu (collectively, the “Sellers”), the Issuer, and New Admiral Limited, a wholly owned subsidiary of the Issuer, which is a company with limited liability incorporated under the laws of the Cayman Islands (“New Admiral”), entered into a Share Purchase Agreement on June 5, 2015 (the “SPA”), a copy of which is attached hereto as Exhibit 99.2.

Pursuant to the SPA, the Issuer issued and sold to the Sellers a total of 741,422,780 Ordinary Shares on June 8, 2015, in exchange for which the Sellers transferred all issued and outstanding shares of Join Me Group (HK) Investment Company Limited, a company incorporated in Hong Kong with limited liability (“JMU”) owned by the Sellers to New Admiral. Following the closing of the SPA, JMU has become a wholly owned subsidiary of New Admiral.

The description of the SPA contained herein is qualified in its entirety by reference to Exhibit 99.2, which is incorporated herein by reference.

Sunward and Markland acquired 158,219,624 Ordinary Shares and 110,990,992 Ordinary Shares, respectively, on June 8, 2015 (the “Closing Date”). The Reporting Persons acquired the Ordinary Shares for investment purposes.

Pursuant to SPA, (i) immediately upon the occurrence of the closing, the board of directors of the Issuer shall be comprised of eleven (11) members, including two (2) new directors nominated by Ms. Zhu and two (2) new directors nominated by Ms. Wang, and (ii) for a period of six (6) months from the Closing Date, Ms. Zhu and Mr. Maodong Xu (“Mr. Xu”) shall serve as co-chairpersons of the Issuer. In addition, Ms. Zhu and Mr. Jianguang Wu have been appointed as the initial co-chief executive officers of the Issuer.

On June 5, 2015, contemporaneously with the execution of the SPA, Mr. Xu, the then chairman and chief executive officer of the Issuer, entered into a voting agreement (the “Voting Agreement”) with Ms. Wang and Ms. Zhu (Mr. Xu, Ms. Zhu and Ms. Wang collectively, the “Key Shareholders”). Pursuant to the Voting Agreement, Ms. Zhu, Ms. Wang and Mr. Xu, respectively, shall be entitled to designate up to two, two and three individuals for the appointment and election of the directors of the Issuer (except that during 6 months after the Closing date, Mr. Xu shall be entitled to designate up to four directors) and the Key Shareholders shall be entitled to jointly designate up to three individuals, provided that the Key Shareholders and their controlled affiliates continue to beneficially own the relevant numbers of shares as required thereunder. Each Key Shareholder undertakes, and shall cause his/her controlled affiliate to, vote or execute consents with respect to all Ordinary Shares of the Issuer held or beneficially owned by such Key Shareholder or his/her controlled affiliate, and take all other necessary or desirable action to cause designated individuals to be elected to the board of the Issuer and prevent the removal of designated directors. A copy of the Voting Agreement is attached hereto as Exhibit 99.3. The description of the Voting Agreement contained herein is qualified in its entirety by reference to Exhibit 99.3, which is incorporated herein by reference.

Although the Reporting Persons have no present intention to acquire securities of the Issuer, they intend to review their investment on a regular basis and, as a result thereof and subject to the terms and conditions of the transaction documents described in the Statement, may at any time or from time to time determine, either alone or as part of a group, (i) to acquire additional securities of the Issuer, through open market purchases, privately negotiated transactions or otherwise, (ii) to dispose of all or a portion of the securities of the Issuer owned by it in the open market, in privately negotiated transactions or otherwise or (iii) to take any other available course of action, which could involve one or more of the types of transactions or have one or more of the results described in the next paragraph of this Item 4. Any such acquisition or disposition or other transaction would be made in compliance with all applicable laws and regulations and subject to the restrictions on transfers set forth in the transaction documents described in the Statement. Notwithstanding anything contained herein, each of Reporting Persons specifically reserves the right to change its intention with respect to any or all of such matters. In reaching any decision as to its course of action (as well as to the specific elements thereof), each of the Reporting Persons currently expects that it would take into consideration a variety of factors, including, but not limited to, the following: the Issuer’s business and prospects; other developments concerning the Issuer and its businesses generally; other business opportunities available to the Reporting Persons; changes in law and government regulations; general economic conditions; and money and stock market conditions, including the market price of the securities of the Issuer.

Except as set forth in this Statement or in the transaction documents described herein, none of the Reporting Persons has any present plans or proposals that relate to or would result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer;
- (c) A sale or transfer of a material amount of assets of the Issuer;
- (d) Any change in the present board or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer’s business or corporate structure;
- (g) Changes in the Issuer’s charter, bylaws or instruments corresponding thereto or other actions that may impede the acquisition of control of the Issuer by any person;

- (h) A class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5 Interest in Securities of the Issuer

The responses to Item 2, 4 and 6, and rows (7) through (13) of the cover pages of this Statement are hereby incorporated by reference in their entirety in this Item 5.

- (a) - (b) The aggregate number of the Ordinary Shares and the percentage of total outstanding Ordinary Shares beneficially owned by each Reporting Person is set forth below. References to percentage ownerships of the Ordinary Shares in this Statement are based on 1,410,845,558 Ordinary Shares outstanding as of the Closing Date as reported to the Reporting Persons by the Issuer on the Closing Date.

Except as disclosed in this Statement, none of the Reporting Persons presently has the power to vote or to direct the vote or to dispose or direct the disposition of any Ordinary Shares that they may be deemed to beneficially own.

Other than as set forth herein, to the knowledge of each of the Reporting Persons, no Ordinary Shares are beneficially owned by any of the persons identified in Item 2 of this Statement.

- (c) Except as disclosed in this Statement, none of the Reporting Persons has effected any transaction in the Ordinary Shares during the past 60 days.
- (d) Except as disclosed in this Statement, to the best knowledge of the Reporting Persons, no person other than the Reporting Persons is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by the Reporting Persons.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The information set forth in Items 3, 4 and 5 is hereby incorporated by reference in its entirety in this Item 6.

Registration Rights Agreement

In connection with the SPA, the Issuer entered into a Registration Rights Agreement dated as of June 8, 2015 with the Sellers, Mr. Xu, New Field Worldwide Ltd, Link Crossing Limited and Blue Ivy Holdings Limited (the "Registration Rights Agreement"), pursuant to which the Issuer granted certain registration rights to the Sellers, Mr. Xu, New Field Worldwide Ltd, Link Crossing Limited and Blue Ivy Holdings Limited with respect to the Ordinary Shares to be owned by them at the Closing Date. A copy of the Registration Rights Agreement is attached hereto as Exhibit 99.4. The description of the Registration Rights Agreement contained herein is qualified in its entirety by reference to Exhibit 99.4, which is incorporated herein by reference.

Lock-Up Agreement

In connection with the SPA, the Issuer entered into a Lock-Up Agreement dated as of the Closing Date, with Ms. Zhu (the “Lock-Up Agreement”), pursuant which Ms. Zhu agreed with the Issuer not to directly or indirectly offer, pledge, lend, sell, contract to sell, grant any option to purchase, purchase any option or contract to sell, make any short sale, request the Issuer to file a registration statement with respect to, or otherwise dispose of that number of the Ordinary Shares beneficially owned by Ms. Zhu as of the Closing Date (the “Lock-Up Shares”) without the prior written consent of the Issuer’s board of directors, subject to certain conditions therein. The restrictions on one third of the Lock-Up Shares will be removed on each anniversary of the Closing Date. A Copy of the Lock-Up Agreement is attached hereto as Exhibit 99.5. The description of the Lock-Up Agreement contained herein is qualified in its entirety by reference to Exhibit 99.5, which is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
Exhibit 99.1	Joint Filing Agreement (filed herewith)
Exhibit 99.2:	Share Purchase Agreement, dated as of June 5, 2015, by and among Wowo Limited, New Admiral Limited, Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙江向阳渔港集团股份有限公司), Junhe Investment Pte. Ltd., Shanghai Zhong Ju Investment Management Center (上海众钜投资管理中心 (有限合伙)), Extensive Power Limited, Global Oriental Development Limited, Asia Global Develop Limited, Markland (Hong Kong) Investment Limited, Markland (Hong Kong) Planning Limited, Youlong Huang, Ning Lin, Wai Poon, Gang Wang and Guoping Wu
Exhibit 99.3:	Voting Agreement, dated as of June 5, 2015, by and among Xiaoxia Zhu, Huimin Wang and Maodong Xu
Exhibit 99.4:	Registration Rights Agreement, dated as of June 8, 2015, by and among Wowo Limited, Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd. (浙江向阳渔港集团股份有限公司), Junhe Investment Pte. Ltd., Shanghai Zhong Ju Investment Management Center (上海众钜投资管理中心 (有限合伙)), Extensive Power Limited, Global Oriental Development Limited, Asia Global Develop Limited, Markland (Hong Kong) Investment Limited, Markland (Hong Kong) Planning Limited, Youlong Huang, Ning Lin, Wai Poon, Gang Wang, Guoping Wu, New Field Worldwide Ltd., Link Crossing Limited, Blue Ivy Holdings Limited and Maodong Xu
Exhibit 99.5:	Lock-Up Agreement, dated as of June 8, 2015, by and between Wowo Limited and Xiaoxia Zhu.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 17, 2015

Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.

By: /s/ Xiaoxia Zhu

Name: Xiaoxia Zhu

Title: Chairwoman

Markland (Hong Kong) Investment Limited

By: /s/ Xiaoxia Zhu

Name: Xiaoxia Zhu

Title: Director

Xiaoxia Zhu

By: /s/ Xiaoxia Zhu

Name: Xiaoxia Zhu

JOINT FILING AGREEMENT
(this “Agreement”)

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned (the “Filing Persons”) hereby agree to the joint filing of a statement on Schedule 13D (including amendments thereto) with respect to the ownership by each of the Filing Persons of ordinary shares, par value of \$0.00001 per share, of Wowo Limited, a Cayman Islands company, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[Signature page to follow]

Signature Page

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of June 17, 2015.

Zhejiang Sunward Fishery Restaurant Group Share Co., Ltd.

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Chairwoman

Markland (Hong Kong) Investment Limited

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Director

Xiaoxia Zhu

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu

SHARE PURCHASE AGREEMENT

TABLE OF CONTENTS

		Pages
1.	Definitions	4
2.	Purchase and Sale of Shares	9
	2.1 Shares	9
	2.2 Consideration	9
	2.3 Deposit	10
	2.4 Closing	10
3.	Representations and Warranties of the Sellers	11
	3.1 Authorization	11
	3.2 Group Structure	11
	3.3 Corporate Power and Qualification	12
	3.4 Capitalization of the Company	12
	3.5 Compliance with Laws and Other Instruments	13
	3.6 Governmental Consents and Filings	13
	3.7 Financial Statements	13
	3.8 Operating Data	14
	3.9 Material Contracts	14
	3.10 Significant Customers and Suppliers	15
	3.11 Enforceability	15
	3.12 No Insolvency	15
	3.13 Absence of Certain Changes	15
	3.14 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions	16
	3.15 No Litigation	17
	3.16 Securities Law Matters	17
4.	Representations and Warranties of the Purchaser and Wowo	17
	4.1 Capitalization of Wowo	17
	4.2 Organization and Good Standing	18
	4.3 Authorization	18
	4.4 Compliance with Laws and Other Instruments	19
	4.5 Governmental Consents and Filings	19
	4.6 Subscription Agreement	19
	4.7 Purchase Entirely for Own Account	19
	4.8 No Litigation	19
	4.9 Enforceability	19
	4.10 No Insolvency	20
	4.11 Absence of Certain Changes	20
	4.12 SEC Documents; Financial Statements	21
	4.13 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions	21
5.	Covenants and Agreements of the Sellers	22
	5.1 Access and Investigation	22
	5.2 Operation of the Group Business	22
	5.3 Negative Covenants	23

5.4	Required Approvals	24
5.5	Notification	24
5.6	Best Efforts	25
5.7	Change to the VIE Subs	25
5.8	Distribution Compliance Period	25
5.9	Equity Transfer of Shanghai Join Me	25
5.10	Transfer of Zhongmin Intellectual Properties	25
5.11	Repayment of Sellers' Loans	25
6.	Covenants and Agreement of the Purchaser and Wowo	26
6.1	Access and Investigation	26
6.2	Operation of Wowo	26
6.3	Negative Covenants	26
6.4	Required Approvals	28
6.5	Notification	28
6.6	Best Efforts	28
6.7	Change to the Wowo VIE Sub	28
6.8	Subscription Agreement	29
6.9	Board Composition, Chairman and Co-Chief Executive Officers	29
6.10	License Back of Zhongmin Licensed-back Intellectual Properties	29
6.11	Foreign Exchange Registration and Filing	29
7.	Conditions to the Purchaser's Obligations at Closing	29
7.1	Representations and Warranties	30
7.2	Performance	30
7.3	Legal Opinion	30
7.4	Compliance Certificate	30
7.5	Ancillary Agreements	30
8.	Conditions of the Sellers' Obligations at Closing	30
8.1	Representations and Warranties	30
8.2	Performance	30
8.3	Compliance Certificate	31
8.4	Ancillary Agreements	31
9.	Termination	31
9.1	Termination Events	31
9.2	Effect of Termination	31
10.	Indemnification and Remedies	31
10.1	Survival	31
10.2	Indemnification	32
10.3	Third-Party Claims	32
10.4	Indemnitee Negligence	34
10.5	Limitation on Indemnification	34
11.	Confidentiality and Press Release	34
11.1	Disclosure of Terms	34
11.2	Press Release	35
11.3	Permitted Disclosure	35
11.4	Legally Required Disclosure	36

11.5	Other Information	36
12.	Miscellaneous	36
12.1	Fees and Expenses	36
12.2	No Finder's Fees	36
12.3	Sellers' Representative	37
12.4	Default in Payment	37
12.5	Further Assurances	37
12.6	Entire Agreement	37
12.7	Modification	38
12.8	Assignments and Successors	38
12.9	No Third-Party Rights	38
12.10	Remedies Cumulative	38
12.11	Governing Law	38
12.12	Dispute Resolution	38
12.13	Attorney's Fees	39
12.14	Enforcement of Agreement	39
12.15	No Waiver	39
12.16	Notices	39
12.17	Severability	40
12.18	Time of Essence	41
12.19	Counterparts and Electronic Signatures	41
Schedule A	Sellers, Number of Shares, Cash Consideration and Share Consideration	
Schedule B	List of VIE Agreements	
Schedule C	Organization Chart of the Group	
Schedule D	Financial Statements	
Schedule E	Operating Data	
Schedule F	Material Contracts	
Schedule G	Customers and Suppliers	
Schedule H	Capitalization of Wowo	
Schedule I	Zhongmin Intellectual Properties and Zhongmin Licensed-back Intellectual Properties	
Schedule J	Organization Chart of Wowo	
Exhibit A	Indemnification Agreement	
Exhibit B	Lock-up Agreement	
Exhibit C	Non-Compete Agreement	
Exhibit D	Registration Rights Agreement	
Exhibit E	Subscription Agreement	
Exhibit F	Voting Agreement	

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of June 5, 2015 by and among New Admiral Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands, (the “**Purchaser**”), those individuals whose names are set forth in Schedule A (collectively, the “**Sellers**” and individually a “**Seller**”) and Wowo Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“**Wowo**”). Each of the Purchaser, the Sellers and Wowo are referred to as a “**Party**” and collectively as “**Parties**.”

WHEREAS, Sellers desire to sell, and the Purchaser desires to purchase, all of the issued and outstanding ordinary shares of Join Me Group (HK) Investment Company Limited (the “**Company**”), a company incorporated in Hong Kong with limited liability, for the consideration and on the terms and conditions set forth in this Agreement; and

WHEREAS, as consideration for the purchase of the Company’s ordinary shares, the Purchaser desires transfer certain ordinary shares of Wowo held by it and make a certain cash payment, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions**

The following terms used in this Agreement shall be construed to have the meaning set forth or referenced below.

“**2011 Share Incentive Plan**” means the 2011 share incentive plan of Wowo adopted on February 1, 2011.

“**Affiliate**” means, with respect to any specified Person, any other Person who or which, directly or indirectly, Controls, is Controlled by, or is under common Control with such specified Person, including, without limitation, any officer, director, employee, member, partner or shareholder of such Person and any venture capital fund now or hereafter existing that is Controlled by or under common Control with one or more general partners or managing members of, or shares the same management company with, such Person.

“**Agreement**” has the meaning given to it in the preamble of this Agreement.

“**Ancillary Agreements**” means the Non-Compete Agreement, the Lock-up Agreement, the Registration Rights Agreement, the Voting Agreement, and the Indemnification Agreement.

“**Balance Sheet Date**” means April 30, 2015.

“**Board**” means the board of directors of Wowo.

“**Cash Consideration**” has the meaning given to it in Section 2.2(b).

“**Charter Documents**” of a Person means, as applicable, such Person’s memorandum and articles of association, certificate or articles of incorporation, by-laws, partnership agreement, joint venture agreements, formation agreement, limited liability company agreement, business licenses, regulations of its board of directors, regulations of the board of supervisors or statutory auditors, regulations of stock handling, commercial register, all minutes and resolutions with respect to board and shareholders’ meetings, and other organizational documents.

“**Closing**” has the meaning given to it in [Section 2.4\(a\)](#).

“**Company**” has the meaning given to it in the preamble of this Agreement.

“**Company Financial Statement**” has the meaning given to it in [Section 3.7\(a\)](#).

“**Company Intellectual Property**” means all patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, trade secrets, licenses, domain names, software, mask works, information and proprietary rights and processes as are necessary to the conduct of the Group Company’s business as now conducted in all material respects.

“**Confidential Information**” has the meaning given to it in [Section 11.1](#).

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of a Person, whether through the ownership of voting securities, by contract, credit arrangement or proxy, as trustee, executor, agent or otherwise. For the purpose of this definition, a Person shall be deemed to Control another Person if such first Person, directly or indirectly, owns or holds more than fifty percent (50%) of the voting power in such other Person. The term “Controlled” has the meaning correlative to the foregoing.

“**Deposit**” has the meaning given to it in [Section 2.3](#).

“**Disclosing Party**” has the meaning given to it in [Section 11.4](#).

“**Exchange Act**” means the United States Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Governmental Authority**” means (a) any nation or government or any nation, federal, state, province, municipality, local, autonomous region or any other political subdivision thereof; (b) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, including any entity or enterprise owned or controlled by a government, or a public international organization; or (c) any court, tribunal or arbitrator.

“**Group**” means, collectively, the Company, WFOE Sub, VIE Sub and each of the VIE Sub’s Subsidiaries set forth in [Schedule C](#).

“**Group Company**” means any member of the Group, individually, and “**Group Companies**” means two or more members of the Group, collectively.

“**Group Material Adverse Effect**” means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Group, taken as a whole.

“**HKIAC**” has the meaning given to it in [Section 12.12](#).

“**Indemnification Agreement**” means the indemnification agreement, substantially in the form of [Exhibit A](#) attached to this Agreement.

“**Indemnified Person**” has the meaning given to it in [Section 10.2](#).

“**Indemnifying Person**” has the meaning given to it in [Section 10.2](#).

“**Key Employee**” means any executive-level employee (including division director and vice president-level positions).

“**knowledge**” means (i) with respect to the Sellers, actual knowledge of executive-level employees of the Group or (ii) with respect to Wowo, actual knowledge of executive-level employees of Wowo.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law), official policy, rule or interpretation of any Governmental Authority with jurisdiction over the Group Companies or the Wowo Group Companies, as the case may be.

“**Lien**” means any mortgage, pledge, deed of trust, hypothecation, right of others, claim, security interest, encumbrance, burden, title defect, title retention agreement, lease, sublease, license, occupancy agreement, easement, covenant, condition, encroachment, voting trust agreement, charge, option, right of first offer, negotiation or refusal, proxy, lien, charge, adverse claim or other restrictions (including restrictions on transfer), or limitations of any nature whatsoever, including such liens as may arise under any contract.

“**Lock-up Agreement**” means the lock-up agreement, substantially in the form of [Exhibit B](#) attached to this Agreement.

“**Long-Stop Date**” has the meaning given to it in [Section 9.1\(c\)](#).

“**Material Contracts**” has the meaning given to it in [Section 3.9](#).

“**Non-Compete Agreement**” means the non-compete agreement, substantially in the form of [Exhibit C](#) attached to this Agreement.

“**Operating Data**” has the meaning given to it in [Section 3.8](#).

“**Party**” has the meaning given to it in the preamble of this Agreement.

“**Person**” means any individual, corporation, partnership, trust, limited liability company, company limited by shares, unincorporated association or other entity.

“**PRC**” means the People’s Republic of China, excluding the Hong Kong Special Administrative Region, Macau Special Administrative Region and the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu.

“**PRC GAAP**” means the generally accepted accounting principles in the PRC.

“**PRC Laws**” means any treaty, statute, act, law, rule, regulation and regulatory documents publicly announced by the PRC governments (including the central, provincial, municipal and local governments), and the amendments, additions, and interpretations made at any time with respect to these laws.

“**Public Official**” has the meaning given to it in [Section 3.14\(a\)](#).

“**Purchaser**” has the meaning given to it in the preamble of this Agreement.

“**Purchaser’s Advisors**” has the meaning given to it in [Section 5.1](#).

“**Registration Rights Agreement**” means the registration rights agreement, substantially in the form of [Exhibit D](#) attached to this Agreement.

“**Regulation S**” means Regulation S of the Securities Act.

“**SEC**” has the meaning given to it in [Section 4.11\(a\)](#).

“**SEC Documents**” has the meaning given to it in [Section 4.11\(a\)](#).

“**Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Seller**” has the meaning given to it in the preamble of this Agreement.

“**Sellers’ Advisors**” has the meaning given to it in [Section 6.1](#).

“**Sellers’ Representative**” has the meaning given to it in [Section 12.3](#).

“**Shanghai Join Me**” means 上海众敏投资管理有限公司, a PRC limited liability company.

“**Shanghai Zhongmin**” means 上海众敏投资发展有限公司, a PRC limited liability company holding 51% equity interests in Shanghai Join Me.

“**Share Consideration**” has the meaning given to it in [Section 2.2\(a\)](#).

“**Shares**” means all of the issued and outstanding ordinary shares of the Company, par value US\$0.00001 per share.

“**Significant Customer**” means, with respect to the four-month period ended on the Balance Sheet Date, one of the top five (5) customers of the Group.

“**Significant Supplier**” means, with respect to the four-month period ended on the Balance Sheet Date, one of the top twenty (20) suppliers of the Group.

“**Subscription Agreement**” means the share subscription agreement in the form of Exhibit E attached to this Agreement.

“**Subsidiary**” of any Person means any other Person of which at least fifty percent (50%) of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such first Person and, for the avoidance of doubt, shall include any variable interest entity over which such Person or any of its Subsidiaries effects Control pursuant to contractual arrangements and which is consolidated with such Person in accordance with generally accepted accounting principles applicable to such Person;

“**Tax**” or “**Taxes**” means any and all national, federal, state, provincial, municipal and local taxes of any country, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, capital gains, sales, use and occupation, and value added, ad valorem, stamp transfer, franchise, building, vehicle, land use, land appreciation, city and rural construction, tariff, withholding, payroll, recapture, employment, additional education, excise and property taxes, adjustment taxes, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity;

“**Tax Return**” means any return, report declaration, filing form, claim for refund or information return or statement relating to Tax, including any schedule or attachment thereto and any amendment thereof.”**Third-Party Claim**” means any claim against any Indemnified Person by a third party.

“**Transaction Documents**” means this Agreement, the Subscription Agreement, the Ancillary Agreements and all other agreements, instruments or documents entered into in connection with this Agreement.

“**Transactions**” means the transactions contemplated by the Transaction Documents.

“**US GAAP**” means the generally accepted accounting principles in the United States.

“**VIE Agreements**” means the contracts and other documents set forth in Schedule B hereto.

“**VIE Sub**” means 上海众敏供应链管理有限公司, a PRC limited liability company.

“**VIE Financial Statements**” has the meaning given to it in Section 3.7(c).

“**Voting Agreement**” means the voting agreement, substantially in the form of Exhibit F attached to this Agreement.

“**WFOE Financial Statements**” has the meaning given to it in Section 3.7(b).

“**WFOE Sub**” means 上海众鸣供应链管理有限公司, a wholly-foreign owned enterprise registered in the PRC.

“**Wowo**” has the meaning given to it in the preamble of this Agreement.

“**Wowo Group**” means, collectively, Wowo and its Subsidiaries.

“**Wowo Group Company**” means any member of the Wowo Group, individually, and “**Wowo Group Companies**” means two or more members of the Wowo Group.

“**Wowo Intellectual Property**” means all patents, patent applications, trademarks, trademark applications, service marks, tradenames, copyrights, trade secrets, licenses, domain names, software, mask works, information and proprietary rights and processes as are necessary to the conduct of Wowo’s business as now conducted in all material respects.

“**Wowo Material Adverse Effect**” means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Wowo Group, taken as a whole.

“**Wowo VIE Sub**” means Beijing Wowo Tuan Information Technology Co., Ltd. or Beijing Kai Yi Shi Dai Network Technology Co., Ltd., and collectively, “**Wowo VIE Subs**”.

“**Zhongmin Intellectual Properties**” means all such trademarks, trademark application rights and domain names as set forth in section (a) on Schedule I hereto.

“**Zhongmin Licensed-back Intellectual Properties**” means all such trademarks, trademark application rights and domain names as set forth in section (b) on Schedule I hereto.

2. **Purchase and Sale of Shares**

2.1 Shares.

Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties and covenants contained in this Agreement, at the Closing, the Purchaser shall purchase the Shares from the Sellers, and each Seller shall sell and transfer the number Shares to be sold by such Seller at the Closing as set forth opposite such Seller’s name on Schedule A thereto, which represents 100% of the Shares held by such Seller.

2.2 Consideration.

The total consideration to be paid by the Purchaser for all Shares shall be:

- (a) 741,422,780 newly issued ordinary shares of Wowo (the “**Share Consideration**”), the number of which is equal to the sum of (i) the number of all issued and outstanding ordinary shares of Wowo immediately prior to the Closing, and (ii) 72,000,000 ordinary shares of Wowo to be issued pursuant to the Subscription Agreement; and
- (b) \$30,000,000 in cash (the “**Cash Consideration**”), of which (i) \$15,000,000 shall be paid at the Closing by crediting the Deposit towards such amount, and (ii) \$15,000,000 to be paid by the Purchaser after the Closing pursuant to Section 2.4(e).

2.3 Deposit.

Immediately upon the signing of this Agreement, the Purchaser shall pay to the Sellers' Representative an amount equal to US\$15,000,000 (the "**Deposit**"), which is equal to fifty percent (50%) of the Cash Consideration (as defined below), either (i) at the bank account of the Sellers' Representative (as defined below) by wire transfer of immediately available funds pursuant to the Sellers' Representative's written wire transfer instructions or (ii) by delivering to the Sellers' Representative a cashier's check equal to such amount.

2.4 Closing.

- (a) The purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures on June 8, 2015, or at such other time and place as the Purchaser and the Sellers' Representative mutually agreed upon, orally or in writing (which time and place are designated as the "**Closing**"). The Closing will be deemed to be effective as of the close of business on the date of the Closing for tax and accounting purposes.
- (b) At the Closing, in addition to the fulfillment of all conditions set forth in Section 8 of this Agreement, the Purchaser shall deliver to the Sellers' Representative (i) a certified copy of the register of members of Wowo reflecting the Share Consideration acquired by the Sellers at the Closing and (ii) bought and sold notes and instruments of transfer in respect of all Shares duly executed by the Purchaser.
- (c) At the Closing, in addition to the fulfillment of all conditions set forth in Section 7 of this Agreement, the Sellers shall deliver to the Purchaser (i) a certified copy of the register of members of the Company after giving effect to the transfer of Shares of the Company to the Purchaser at the Closing and (ii) bought and sold notes and instruments of transfer in respect of all the Shares duly executed by each of the Sellers.
- (d) The Sellers, the Purchaser and Wowo acknowledge and agree that the Deposit shall be credited towards payment of the Cash Consideration automatically at the Closing.
- (e) The Purchaser shall, and Wowo shall cause the Purchaser to, pay the remaining fifty (50%) of the Cash Consideration to the Sellers by wire transfer of immediately available funds to the Sellers' Representative within thirty (30) days after the Closing pursuant to written wire transfer instructions delivered to the Purchaser.
- (f) If the Closing shall not have occurred prior to the Long-Stop Date for any reason other than breach of this Agreement by a Party, then the Sellers shall retain 50% of the Deposit and return to the Purchaser the remaining 50% of the Deposit. If one Party shall exercise its right to terminate this Agreement pursuant to Section 9.1(a), the non-breaching Party shall be entitled to retain (if the Sellers are the non-breaching Party) or be refunded (if the Purchaser is the non-breaching Party) the Deposit. The Sellers acknowledge and agree that the Deposit shall not be used for any purposes until it has been credited towards the payment of the Cash Consideration or retained and refunded by the Sellers pursuant to this Section 2.4(f).

3. **Representations and Warranties of the Sellers.**

Each Seller hereby severally represents and warrants to the Purchaser that the following representations are true and complete as of the date hereof and will be true and correct as of the date of the Closing, except as otherwise indicated.

3.1 Authorization.

Each Seller that is a natural person represents and warrants that such Seller is legally competent to enter into the Transaction Documents to which such Seller is a party. Each Seller that is a legal entity represents and warrants that such Seller has full power and authority to enter into the Transaction Documents to which such Seller is a party. The Transaction Documents to which such Seller is a party, when executed and delivered by such Seller, will constitute valid and legally binding obligations of such Seller, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.2 Group Structure.

- (a) Schedule C sets forth a true and complete organization chart of the Group. The Company owns 100% of the equity and voting interests in the WFOE Sub. Except pursuant to the VIE Agreements, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights, except for such rights which may be held by the Company) or agreements, orally or in writing, for the purchase of any equity or other ownership interest of the Group Company. No Group Company has any obligations of any kind to make any investment in or provide funds (whether in the form of a loan, capital contribution or otherwise) to any other Person, except for VIE Sub's obligations to contribute such unpaid registered capitals into the Group Subsidiaries as set forth in Schedule C.
- (b) The VIE Sub has been duly organized and is validly existing under the PRC Laws. The VIE Sub has obtained all necessary approvals, authorizations, consents and orders, and has made all filings that are required under the PRC Laws, for the ownership of its equity interests by each of their respective shareholders. The articles of association and other constitutive documents of the VIE Sub and its business license comply with the requirements of all PRC Laws and are in full force and effect. Each shareholder of the VIE Sub that is a legal entity has been duly organized and is validly existing under the PRC Laws.

3.3 Corporate Power and Qualification.

- (a) The Company is a private company limited by shares duly organized, validly existing under the laws of Hong Kong and has all requisite corporate power and authority to own, lease and operate its assets and carry on its business as presently conducted. The Company is duly qualified to transact business and is in good standing as a foreign company in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification, except for those jurisdictions where the failure to be so qualified and in good standing would not individually or in the aggregate have a Group Material Adverse Effect. None of the activities, agreements, commitments, obligations or rights of the Company is *ultra vires*, unauthorized or in violation of its Charter Documents or any applicable Laws. The Company has not given any powers of attorney in force, and there are no outstanding authorities, express or implied by which any Person may enter into any contract or commitment to do anything outside the ordinary course of business on its behalf.
- (b) The WFOE Sub is a wholly-foreign owned enterprise duly organized, validly existing and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted. The WFOE Sub is duly qualified to transact business and is in good standing as a foreign company in each jurisdiction in which it owns or leases property or conducts any business so as to require such qualification, except for those jurisdictions where the failure to be so qualified and in good standing would not individually or in the aggregate have a Group Material Adverse Effect. The approved total investment amount of the WFOE Sub is USD10,000,000, of which the registered capital amount is USD10,000,000, and such registered capital has been approved by all relevant PRC authorities, which approvals are in full force and effect and have not lapsed or been revoked, and are paid in full. None of the activities, agreements, commitments, obligations or rights of the WFOE Sub is *ultra vires*, unauthorized or in violation of its Charter Documents or any applicable Laws. The WFOE Sub has not given any powers of attorney in force, and there are no outstanding authorities, express or implied by which any Person may enter into any contract or commitment to do anything outside the ordinary course of business on its behalf.
- (c) Of the registered capital required to be paid by the Company directly to the WFOE Sub, RMB53,366,763.45 has been paid to the WFOE Sub under its Charter Documents, in accordance with the contribution time schedule set forth therein.
- (d) Each VIE Agreement is valid, binding and enforceable, and will not result in any violation of any PRC Laws currently in effect. The Company has effective Control of the VIE Sub and is the sole beneficiary of the VIE Sub and the VIE Agreements are adequate to enable the financial statements of the VIE Sub to be consolidated with those of the other Group Companies in accordance with the applicable accounting standards.

3.4 Capitalization of the Company.

The Sellers are the registered owners of all of the issued and outstanding ordinary shares of the Company, and all Shares are validly issued, fully paid and nonassessable. The Shares to be acquired by the Purchaser as of the Closing will be free and clear of all Liens.

Schedule A sets forth the issued and outstanding Shares of the Company immediately prior to the Closing.

There are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of the Company, or any securities convertible into or exchangeable for shares of the Company.

3.5 Compliance with Laws and Other Instruments.

Each Group Company is in compliance with all applicable Laws in all aspects, except for those noncompliance where the failure to do so would not individually or in the aggregate have a Group Material Adverse Effect.

None of the Group Companies is in violation of its Charter Documents, shareholders agreements, as appropriate, or equivalent constitutive documents as in effect.

3.6 Governmental Consents and Filings.

Assuming the accuracy of the representations made by the Purchaser and Wowo in Section 4 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any national, provincial, municipal, local, autonomous region and Governmental Authority is required on the part of any Group Company in connection with the consummation of the Transactions.

3.7 Financial Statements.

- (a) The Company has delivered to the Purchaser the unaudited financial statements of the Company, including the balance sheet as of the Balance Sheet Date, and the balance sheet and the profit and loss statement for the year ended December 31, 2014 (the “**Company Financial Statement**”). A copy of the Company Financial Statements is attached hereto as Schedule D. To the knowledge of the Sellers, the Company Financial Statements fairly present the financial condition and the results of operations in all material aspects as at the date of and for the period referred to in such financial statements, all in accordance with PRC GAAP.
- (b) The Company has delivered to the Purchaser the audited financial statements of the WFOE Sub, including the balance sheet as of December 31, 2014, the profit and loss statement and the cash flow statement for the year ended December 31, 2014, and the changes in stockholders’ equity as of December 31, 2014, including the notes thereto (the “**WFOE Financial Statement**”). A copy of the WFOE Financial Statements is attached hereto as Schedule D. The WFOE Financial Statements and their notes fairly present the financial condition and the results of operations, changes in shareholders’ equity, and cash flow of the WFOE Sub as at the respective dates of and for the period referred to in such financial statements, all in accordance with the PRC GAAP.

The Company has delivered to the Purchaser the unaudited balance sheet of the WFOE Sub as of the Balance Sheet Date. A copy of such balance sheet is attached hereto as Schedule D. To the knowledge of the Sellers, such balance sheet fairly presents the financial condition in all material aspects as at the Balance Sheet Date in accordance with PRC GAAP.

- (c) The Company has delivered to the Purchaser the audited financial statements of the VIE Sub, including the balance sheet as of December 31, 2014, the profit and loss statement and the cash flow statement for the year ended December 31, 2014, and the changes in stockholders' equity as of December 31, 2014, including the notes thereto (the "**VIE Financial Statement**"). A copy of the VIE Financial Statements is attached hereto as Schedule D. The VIE Financial Statements and their notes fairly present the financial condition and the results of operations, changes in shareholders' equity, and cash flow of the VIE Sub as at the respective dates of and for the period referred to in such financial statements, all in accordance with the PRC GAAP.

The Company has delivered to the Purchaser the unaudited balance sheet of the VIE Sub as of the Balance Sheet Date. A copy of such balance sheet is attached hereto as Schedule D. To the knowledge of the Sellers, such balance sheet fairly presents the financial condition in all material aspects as at the Balance Sheet Date in accordance with PRC GAAP.

3.8 Operating Data.

On or prior to the date hereof, the Group has delivered to the Purchaser certain of its operating data and certain performance data for its business, including, without limitation, information with respect to product mix, the trade volume and number of order placed through the Group's online platform, and the number of suppliers and customers, all as set forth in Schedule E attached hereto (the "**Operating Data**"). To the knowledge of the Sellers, the Operating Data is true and correct in all material respects.

3.9 Material Contracts.

Except for the Transaction Documents, and the agreements, understandings, instruments, contracts or proposed transactions set forth in Schedule F (each a "**Material Contract**," and collectively, the "**Material Contracts**"), there are no agreements, understandings, instruments, contracts or proposed transactions to which a Group Company is a party or by which it is bound that involve (i) any contract entered into otherwise than in the ordinary course of business, (ii) any agreement or arrangement otherwise than by way of bargain at arm's length, (iii) any obligations (contingent or otherwise) of, or payments to, the Group in excess of US\$1,000,000, (iv) any obligation by a Group Company as a guarantor or indemnitor of any indebtedness of any other Person, or (v) agreements, understandings or proposed transactions between any Group Company and any of its officers, directors, employees, consultants, or their respective immediate family members or any Affiliate thereof other than (x) standard employee benefits generally made available to all employees, (y) standard director and officer indemnification agreements approved by the board of directors, and (z) the purchase of shares of the Company's share capital and the issuance of options to purchase shares of the Company's ordinary shares, in each instance, approved in the written minutes of the board of directors.

Each Material Contract is valid, binding and in full force and effect, and is enforceable in accordance with its terms against the Group Company to the extent it is a party thereto, and to the knowledge of the Sellers, against the other parties thereto, except in each case as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.10 Significant Customers and Suppliers.

Schedule G contains a true and complete list of the Significant Customers and Significant Suppliers of the Group. No Significant Customer or Significant Supplier has canceled or otherwise terminated, or threatened to cancel or otherwise terminate, its relationship with any Group Company. No Group Company has received notice that any Significant Customer or Significant Supplier may cancel or otherwise materially and adversely modify its relationship with any Group Company or limit its services, supplies or materials to any Group Company.

3.11 Enforceability.

The Transaction Documents, when executed and delivered by such Seller, shall constitute valid and legally binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except in each case as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.12 No Insolvency.

- (a) No order has been made, or petition presented, or resolution passed for the winding-up of any Group Company.
- (b) No Group Company is insolvent.
- (c) There are no circumstances which would entitle any Person to successfully present a petition for the winding-up or administration of any Group Company or to appoint a receiver over the whole or any part of the undertaking or assets of any Group Company.

3.13 Absence of Certain Changes.

Since the Balance Sheet Date, there has not been:

- (a) any change in the assets, liabilities, financial condition or operating results of the Group from that reflected in the financial statements provided to the Purchaser, except changes in the ordinary course of business that have not caused, in the aggregate, a Group Material Adverse Effect;

- (b) any damage, destruction or loss, whether or not covered by insurance, that would have a Group Material Adverse Effect;
- (c) any change to a contract or agreement by which any Group Company or any of its assets is bound or subject, except changes that have not caused, in the aggregate, a Group Material Adverse Effect;
- (d) any mortgage, pledge, transfer of a security interest in, or Lien, created by a Group Company, with respect to any of its material properties or assets, except Liens that arise in the ordinary course of business and do not materially impair that Group Company's ownership or use of such property or assets;
- (e) any loans or guarantees made by a Group Company to or for the benefit of its officers, directors, employees, agent, representative, consultants or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;
- (f) any declaration, setting aside or payment or other distribution in respect of any of the Group Company's share capital, or any direct or indirect redemption, purchase, or other acquisition of any of such shares by a Group Company; or
- (g) any sale, assignment or transfer of any Company Intellectual Property that could reasonably be expected to result in a Group Material Adverse Effect.

3.14 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions.

- (a) To the knowledge of the Sellers, no Group Company or any officer, director, employee, agent, representative, consultant or any other Person associated with or acting for or on behalf of any Group Company, has offered, paid, promised to pay, or authorized the payment of any money, or offered, given a promise to give, or authorized the giving of anything of value, to any officer or employee or other Person acting in an official capacity for or on behalf of any Governmental Authority (including any entity or enterprise owned or controlled by a government), to any political party or official thereof or to any candidate for political office (or to any Person where a Group Company, its officer, director, employee, agent, representative, consultant or any other Person associated with or acting for or on behalf of the Group Company knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any of the foregoing) (a "**Public Official**") for the purposes of:
 - (i) (x) influencing any act or decision of such Public Official, (y) inducing such Public Official to do or omit to do any act in violation of the lawful duty of such Public Official, or (z) securing any improper advantage; or
 - (ii) inducing such Public Official to use his or its influence with any Government Authority to affect or influence any act or decision of such Government Authority, in order to assist any Group Company in obtaining or retaining business for or with, or directing business to any Group Company.

- (b) No Group Company or any of its respective officers, directors, employees, agents, representatives or consultants has within the past five years (i) taken any action in furtherance of any boycott not sanctioned by the United States, (ii) engaged in transactions with any Government Authority, agent, representative or resident of, or any entity based or resident in, any of the following countries: Balkans, Belarus, Burma, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, former Liberian regime of Charles Taylor, North Korea, Sudan, Syria or Zimbabwe, (iii) otherwise engaged in transactions with any Person that is the target of U.S. economic sanctions, as designated by the U.S. Treasury Department Office of Foreign Assets Control on its list of "Specially Designated Nationals and Blocked Persons," or (iv) received unlicensed donations or engaged in financial transactions with respect to which any Group Company knows or has reasonable cause to believe that such financial transactions pose a risk of furthering terrorist attacks anywhere in the world.
- (c) None of the officers, directors, employees, agents, representatives and consultants of, and none of the beneficial owners of any interest in, any Group Company is a Public Official.

3.15 No Litigation.

There is no material claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the knowledge of the Sellers, currently threatened against the Company. There is no material action, suit, proceeding or investigation by any Group Company pending or which any Group Company intends to initiate. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending against the Sellers that challenges, or could have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, the Transactions.

3.16 Securities Law Matters.

Each Seller is not a U.S. Person and is located outside of the United States, as such terms are defined in Regulation S.

4. **Representations and Warranties of the Purchaser and Wowo.**

The Purchaser and Wowo hereby, jointly and severally, represent and warrant to each Seller that the following representations are true and complete as of the date hereof and will be true and correct as of the date of the Closing, except as otherwise indicated.

4.1 Capitalization of Wowo.

The Share Consideration will have been validly issued, fully paid and nonassessable as of the Closing. Upon the Closing, the Sellers will acquire title to the Share Consideration, free and clear of all Liens.

Except as set forth in Schedule H of this Agreement, which correctly and accurately reflects (i) the aggregate number of issued and outstanding ordinary shares of Wowo as of the date of the Closing, and (ii) the aggregate number of ordinary shares issuable under all outstanding options, all outstanding warrants and all other outstanding securities or obligations which, by their terms, whether directly or indirectly, may be exercisable or exchangeable for, convertible into, or require Wowo to issue, ordinary shares of Wowo, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from Wowo any shares of Wowo, or any securities convertible into or exchangeable for shares of Wowo.

4.2 Organization and Good Standing.

Each of the Purchaser and Wowo is a company duly organized, validly existing, and in good standing under the laws of the Cayman Islands.

- (a) Schedule J sets forth a true and complete organization chart of the Wowo Group. Wowo owns 100% of the equity and voting interests of Wowo Group Limited, which in turn owns 100% of the equity and voting interests of Wowo Mall (China) Ltd. (HK), which then owns 100% of the equity and voting interest of Beijing Wowo Shijie Information Technology Co., Limited. Except as disclosed in the SEC Documents, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights, except for such rights which may be held by Wowo) or agreements, orally or in writing, for the purchase of any equity or other ownership interest of the Wowo Group Company. Except as disclosed in the SEC Documents, no Group Company has obligations of any kind to make any investment in or provide funds (whether in the form of a loan, capital contribution or otherwise) to any other Person.
- (b) The Wowo VIE Subs have been duly organized and are validly existing under the PRC Laws. The Wowo VIE Subs have obtained all necessary approvals, authorizations, consents and orders, and has made all filings that are required under the PRC Laws, for the ownership of its equity interests by each of their respective shareholders. The articles of association and other constitutive documents of the Wowo VIE Subs and its business license comply with the requirements of all PRC Laws and are in full force and effect. Each shareholder of the Wowo VIE Subs that is a legal entity has been duly organized and is validly existing under the PRC Laws.

4.3 Authorization.

Each of the Purchaser and Wowo has full power and authority to enter into the Transaction Documents. The Transaction Documents to which the Purchaser or Wowo is a party, when executed and delivered by the Purchaser or Wowo, will constitute valid and legally binding obligations of the Purchaser or Wowo, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.4 Compliance with Laws and Other Instruments.

Each Wowo Group Company is in compliance with all applicable Laws in all aspects, except for those noncompliance where the failure to do so would not individually or in the aggregate have a Wowo Material Adverse Effect.

Except as otherwise disclosed in the SEC Documents, none of the Wowo Group Companies is in violation of its Charter Documents, shareholders agreements, as appropriate, or equivalent constitutive documents as in effect.

4.5 Governmental Consents and Filings.

Assuming the accuracy of the representations made by the Sellers in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any national, provincial, municipal, local, autonomous region and Governmental Authority is required on the part of Wowo or the Purchaser in connection with the consummation of the Transactions.

4.6 Subscription Agreement.

Wowo has executed the Subscription Agreement with Mr. Maodong Xu, the chairman and chief executive officer of Wowo, dated as of the date hereof, pursuant to which Mr. Maodong Xu shall subscribe for 72,000,000 ordinary shares of Wowo, at \$0.5556 per share for a total subscription price of \$40,000,000. The Sellers' Representative is a third-party beneficiary of the Subscription Agreement, who is entitled to enforce the Subscription Agreement against the parties thereto.

4.7 Purchase Entirely for Own Account.

This Agreement is made with the Sellers in reliance upon Wowo and the Purchaser's representation to the Sellers, which by Wowo and the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Shares to be acquired by the Purchaser will be acquired for the Purchaser's own account and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same.

4.8 No Litigation.

Except as otherwise disclosed in the SEC Documents, (1) there is no material claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or, to the knowledge of Wowo, currently threatened against any Wowo Group Company, and (2) there is no material action, suit, proceeding or investigation by any Wowo Group Company pending or which any Wowo Group Company intends to initiate. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending against the any Wowo Group Company that challenges, or could have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, the Transactions.

4.9 Enforceability.

The Transaction Documents, when executed and delivered by Wowo or the Purchaser, shall constitute valid and legally binding obligations of such Party, enforceable against such Party in accordance with their respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other Laws of general application affecting enforcement of creditors' rights generally, and as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.10 No Insolvency.

- (a) No Wowo Group Company is insolvent.
- (b) There are no circumstances which would entitle any Person to successfully present a petition for the winding-up or administration of any Wowo Group Company or to appoint a receiver over the whole or any part of the undertaking or assets of any Wowo Group Company.

4.11 Absence of Certain Changes.

Since the most recent date of the filing of SEC Documents, there has not been:

- (a) any change in the assets, liabilities, financial condition or operating results of the Wowo Group from that reflected in the financial statements in the SEC Documents, except changes in the ordinary course of business that have not caused, in the aggregate, a Wowo Material Adverse Effect;
- (b) any damage, destruction or loss, whether or not covered by insurance, that would have a Wowo Material Adverse Effect;
- (c) any change to a contract or agreement by which any Wowo Group Company or any of its assets is bound or subject, except changes that have not caused, in the aggregate, a Wowo Material Adverse Effect;
- (d) any mortgage, pledge, transfer of a security interest in, or Lien, created by a Wowo Group Company, with respect to any of its material properties or assets, except Liens that arise in the ordinary course of business and do not materially impair that Wowo Group Company's ownership or use of such property or assets;
- (e) any loans or guarantees made by a Wowo Group Company to or for the benefit of its officers, directors, employees, agent, representative, consultants or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;
- (f) any declaration, setting aside or payment or other distribution in respect of any of the Wowo Group Company's share capital, or any direct or indirect redemption, purchase, or other acquisition of any of such shares by a Wowo Group Company; or
- (g) any sale, assignment or transfer of any Wowo Intellectual Property that could reasonably be expected to result in a Wowo Material Adverse Effect.

4.12 SEC Documents; Financial Statements.

- (a) Other than the annual report on Form 20-F which was not timely filed, Wowo has filed or furnished, as applicable, on a timely basis all required reports, schedules, forms, certifications, prospectuses, and registration, proxy and other statements with the United States Securities and Exchange Commission (the “SEC”) since August 8, 2014 (collectively and together with all documents filed on a voluntary basis on Form 6-K, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, and in its effective form, the “SEC Documents”) in material aspects.
- (b) Each of the SEC Documents, at the time of its filing or being furnished, has complied in all material respects, with the applicable requirements of the Exchange Act, the Securities Act and the Sarbanes-Oxley Act of 2002, and any rules and regulations promulgated thereunder applicable to the SEC Documents. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the SEC Documents did not, and any SEC Documents filed with or furnished to the SEC subsequent to the date hereof will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.
- (c) The audited consolidated statements of income, changes in stockholders’ equity and cash flows of the Wowo Group included in or incorporated by reference into the SEC Documents (including any related notes and schedules) (i) have been prepared in accordance with US GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), (ii) presented fairly, in all material respects, the consolidated financial position of the Wowo Group as at the dates thereof and the consolidated results of income, changes in stockholders’ equity and cash flows of the Wowo Group for the periods then ended, and (iii) were prepared from the books of account and other financial records of the Wowo Group.

4.13 Anti-Bribery, Anti-Corruption, Anti-Money Laundering and Sanctions.

- (a) To the knowledge of Wowo, no Wowo Group Company or any officer, director, employee, agent, representative, consultant or any other Person associated with or acting for or on behalf of any Wowo Group Company, has offered, paid, promised to pay, or authorized the payment of any money, or offered, given a promise to give, or authorized the giving of anything of value, to any Public Official for the purposes of:
 - (i) (x) influencing any act or decision of such Public Official, (y) inducing such Public Official to do or omit to do any act in violation of the lawful duty of such Public Official, or (z) securing any improper advantage; or
 - (ii) inducing such Public Official to use his or its influence with any Government Authority to affect or influence any act or decision of such Government Authority, in order to assist any Wowo Group Company in obtaining or retaining business for or with, or directing business to any Wowo Group Company.

- (b) No Wowo Group Company or any of its respective officers, directors, employees, agents, representatives or consultants has within the past five years (i) taken any action in furtherance of any boycott not sanctioned by the United States, (ii) engaged in transactions with any Government Authority, agent, representative or resident of, or any entity based or resident in, any of the following countries: Balkans, Belarus, Burma, Cote d'Ivoire (Ivory Coast), Cuba, Democratic Republic of Congo, Iran, Iraq, former Liberian regime of Charles Taylor, North Korea, Sudan, Syria or Zimbabwe, (iii) otherwise engaged in transactions with any Person that is the target of U.S. economic sanctions, as designated by the U.S. Treasury Department Office of Foreign Assets Control on its list of "Specially Designated Nationals and Blocked Persons," or (iv) received unlicensed donations or engaged in financial transactions with respect to which any Wowo Group Company knows or has reasonable cause to believe that such financial transactions pose a risk of furthering terrorist attacks anywhere in the world.
- (c) None of the officers, directors, employees, agents, representatives, consultants of, and none of the beneficial owners of any interest in, any Wowo Group Company is a Public Official.

5. **Covenants and Agreements of the Sellers.**

5.1 Access and Investigation.

Between the date of this Agreement and the Closing, each Seller and the Company will and will cause each Group Company to, (a) afford the Purchaser and its representatives and prospective lenders and their representatives (collectively, the "**Purchaser's Advisors**") full and free access to each Group Company's personnel, properties, contracts, books and records, and other documents and data, (b) furnish the Purchaser and each Purchaser's Advisors with copies of all such contracts, books and records, and other existing documents and data as the Purchaser may reasonably request, and (c) furnish the Purchaser and the Purchaser's Advisors with such additional financial, operating, and other data and information as the Purchaser may reasonably request.

5.2 Operation of the Group Business.

Between the date of this Agreement and the Closing, each Seller shall and shall cause the Company and each Group Company to:

- (a) conduct the business of each Group Company only in accordance with its ordinary course of business consistent with past practices;
- (b) pay its and its Group Companies' debts and Taxes when due;
- (c) pay or perform other material obligations when due;
- (d) use their best efforts to preserve intact the current business organization of each Group Company, keep available the services of the current officers, directors, employees, agent, representative and consultants of each Group Company, and maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with each Group Company;

- (e) confer with the Purchaser concerning operational matters of a material nature;
- (f) maintain the assets owned or used by each Group Company in a state of repair and condition that complies with Law and contracts and is consistent with the requirements and normal conduct of the business of that Group Company; and
- (g) maintain all records of each Group Company consistent with past practice.

5.3 Negative Covenants.

Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing, no Seller shall, and shall cause the Company and the Group Companies not to, without the prior consent of the Purchaser:

- (a) cause or permit any amendment or modification of the Charter Documents of any Group Company;
- (b) declare or pay any dividends on or make any other distributions (whether in cash, stock or property) in respect of any of its or any of its Group Companies' capital stock or share capital, or split, combine or reclassify any of its capital stock or share capital or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or share capital, or repurchase or otherwise acquire, directly or indirectly any shares of its or its Group Companies' capital stock or share capital, except from former employees, directors and consultants in accordance with agreements in effect prior to the date hereof providing for the repurchase of shares in connection with any termination of service from it or its Group Companies;
- (c) issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, or purchase or propose the purchase of, any shares of its or its Group Companies' capital stock or share capital or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it or its Group Companies to issue any such shares or other convertible securities;
- (d) transfer to any Person or entity any rights to the Company Intellectual Property, other than non-exclusive licenses granted to customers in the ordinary course of business consistent with past practices;
- (e) enter into or amend any agreements pursuant to which any other party is granted exclusive marketing or other exclusive rights of any type or scope with respect to any Company Intellectual Property;
- (f) incur any indebtedness for borrowed money, or guarantee any such indebtedness, or issue or sell any debt securities or guaranty of any debt securities of others;
- (g) enter into, terminate or amend, in a manner that would be reasonably expected to adversely affect the business of any Group Companies any agreement relating to the license, transfer or other disposition or acquisition of Company Intellectual Property rights or rights to any Material Contracts;

- (h) make any capital expenditures, capital additions or capital improvements, outside of the ordinary course of business;
- (i) acquire or agree to acquire by merging with, or by purchasing a substantial portion of the stock or assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets that are material, individually or in the aggregate, to its business or the business of any of its Group Companies;
- (j) revalue any of its or its Group Companies' assets, other than in the ordinary course of business, consistent with past practice, or as required by changes in the applicable accounting standards; or
- (k) other than in the ordinary course of business, make or change any material election in respect of Taxes, adopt or change any accounting method in respect of Taxes, file any Tax Return or any amendment to a Tax Return, enter into any closing agreement, settle any claim or assessment in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes.

5.4 Required Approvals.

As promptly as practicable after the date of this Agreement, and in any event within the applicable time period prescribed by Law, each Seller shall, and shall cause each Group Company and each of their Affiliates to, make all filings and notifications required by Law to be made by them in connection with the Transactions, if any. Each Seller shall, and shall cause each Group Company and each of their Affiliates to, cooperate with the Purchaser and its Affiliates with respect to all filings and notifications that are required by Law to be made in connection with the Transactions.

5.5 Notification.

Between the date of this Agreement and the Closing, the Sellers' Representative will promptly notify the Purchaser in writing if the Sellers' Representative becomes aware of any fact or condition that causes or constitutes a breach of any of the Sellers' representations and warranties as set forth in Section 3, or if the Sellers' Representative becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, the Sellers' Representative will promptly notify the Purchaser of the occurrence of any breach of any covenant of any Seller in this Section 5 or of the occurrence of any event that may make the satisfaction of the conditions in Section 7 impossible or unlikely.

5.6 Best Efforts.

Between the date of this Agreement and the Closing, the Sellers shall, and shall cause each Group Company to, use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done and cooperate with each other to do, all things necessary, proper or advisable to perform all of the obligations set forth in Section 5 and cause the conditions in Sections 7 to be satisfied. The Sellers shall, and cause each of its Affiliates to, exert best efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things reasonably necessary, proper or advisable under applicable laws or otherwise to obtain all consents, approvals or conditions, if any, that may be required before the Closing. The Sellers shall cooperate as requested by the Purchaser to obtain all such consents, approvals or conditions.

5.7 Change to the VIE Subs.

Within sixty (60) days after the Closing, each Seller shall cause the execution of documents that are necessary to add one Person nominated by the Purchaser at its sole discretion (which could be one of the Wowo VIE Subs) as a new shareholder of the VIE Sub, in which such shareholder shall hold 35% of the equity interests in the VIE Sub.

5.8 Distribution Compliance Period.

Each Seller agrees not to resell or transfer any ordinary shares to be acquired under this Agreement within the United States or to any U.S. Person, as each of those terms is defined in Regulation S, during the six (6) months following the date of the Closing.

5.9 Equity Transfer of Shanghai Join Me

Within sixty (60) days after the Closing, the Sellers shall cause the VIE Sub to acquire fifty one percent (51%) equity interest of Shanghai Join Me from Shanghai Zhongmin for a total purchase price equal to fifty one percent (51%) of the total registered capital of Shanghai Join Me.

5.10 Transfer of Zhongmin Intellectual Properties

Within thirty (30) days after the Closing, the Sellers shall cause the relevant owners of the Zhongmin Intellectual Properties to enter into transfer agreements with the VIE Sub for the transfer of all Zhongmin Intellectual Properties to VIE Sub, which transfer shall be without consideration.

5.11 Repayment of Sellers' Loans

Each Seller agrees, within thirty (30) days after the Closing, it shall repay all loans or payables it owes to the Company.

6. **Covenants and Agreement of the Purchaser and Wowo.**

6.1 Access and Investigation.

Between the date of this Agreement and the Closing, the Purchaser and Wowo will and will cause each Wowo Group Company to, (a) afford the Sellers' Representative and her representatives (collectively, the "Sellers' Advisors") full and free access to each Wowo Group Company's personnel, properties, contracts, books and records, and other documents and data, (b) furnish the Sellers' Representative and each Sellers' Advisors with copies of all such contracts, books and records, and other existing documents and data as the Sellers' Representative may reasonably request, and (c) furnish the Sellers' Representative and the Sellers' Advisors with such additional financial, operating, and other data and information as the Sellers' Representative may reasonably request.

6.2 Operation of Wowo

Between the date of this Agreement and the Closing, Wowo will or will cause the Wowo Group Company to:

- (a) conduct the business of each Wowo Group Company only in accordance with its ordinary course of business consistent with past practices;
- (b) pay its debts and Taxes when due;
- (c) pay or perform other material obligations when due;
- (d) use their best efforts to preserve intact the current business organization of each Wowo Group Company, keep available the services of the current officers, directors, employees, agent, representative and consultants of each Wowo Group Company, and maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with each Wowo Group Company;
- (e) confer with the Sellers' Representative concerning operational matters of a material nature;
- (f) maintain the assets owned or used by each Wowo Group Company in a state of repair and condition that complies with laws and contracts and is consistent with the requirements and normal conduct of the business of that Wowo Group Company; and
- (g) maintain all records of each Wowo Group Company consistent with past practice.

6.3 Negative Covenants.

Except as otherwise expressly permitted by this Agreement, between the date of this Agreement and the Closing, Wowo will not and will cause each Wowo Group Company to not, without the prior consent of the Sellers' Representative:

- (a) cause or permit any amendment or modification of the Charter Documents of any Wowo Group Company;
- (b) declare or pay any dividends on or make any other distributions (whether in cash, stock or property) in respect of any of its or any of the Wowo Group Companies' capital stock or share capital, or split, combine or reclassify any of its capital stock or share capital or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or share capital, or repurchase or otherwise acquire, directly or indirectly any shares of its or any Wowo Group Companies' capital stock or share capital, except from former employees, directors and consultants in accordance with agreements in effect prior to the date hereof providing for the repurchase of shares or the forfeiture of options in connection with any termination of service from it or Wowo Group Companies;

- (c) issue, deliver or sell, or authorize or propose the issuance, delivery or sale of, or purchase or propose the purchase of, any shares of its or Wowo Group Companies' capital stock or share capital or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it or Wowo Group Companies to issue any such shares or other convertible securities;
- (d) transfer to any Person or entity any rights to the Wowo Intellectual Property, other than non-exclusive licenses granted to customers in the ordinary course of business consistent with past practices;
- (e) enter into or amend any agreements pursuant to which any other party is granted exclusive marketing or other exclusive rights of any type or scope with respect to any Wowo Intellectual Property;
- (f) incur any indebtedness for borrowed money, or guarantee any such indebtedness, or issue or sell any debt securities or guaranty of any debt securities of others;
- (g) enter into, terminate or amend, in a manner that would be reasonably expected to adversely affect the business of any Wowo Group Companies any agreement relating to the license, transfer or other disposition or acquisition of Wowo Intellectual Property rights;
- (h) make any capital expenditures, capital additions or capital improvements, outside of the ordinary course of business;
- (i) acquire or agree to acquire by merging with, or by purchasing a substantial portion of the stock or assets of, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets that are material, individually or in the aggregate, to its business or the business of any of the Wowo Group Companies;
- (j) revalue any of the Wowo Group Companies' assets, other than in the ordinary course of business, consistent with past practice, or as required by changes in US GAAP; or
- (k) other than in the ordinary course of business, make or change any material election in respect of Taxes, adopt or change any accounting method in respect of Taxes, file any Tax Return or any amendment to a Tax Return, enter into any closing agreement, settle any claim or assessment in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes.

6.4 Required Approvals.

As promptly as practicable after the date of this Agreement, and in any event within the applicable time period prescribed by law, Wowo shall, and shall cause each Wowo Group Company to, make all filings and notifications required by law to be made by them in connection with the Transactions. Wowo shall, and shall cause each Wowo Group Company to, cooperate with the Sellers, the Sellers' Representative and its Affiliates with respect to all filings and notifications that are required by Law to be made in connection with the Transactions.

6.5 Notification.

Between the date of this Agreement and the Closing, Wowo will promptly notify the Sellers' Representative in writing if Wowo becomes aware of any fact or condition that causes or constitutes a breach of any of Wowo's or the Purchaser's representations and warranties as set forth in Section 4, or if the Purchaser or Wowo becomes aware of the occurrence after the date of this Agreement of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, Wowo and the Purchaser will promptly notify the Sellers' Representative of the occurrence of any breach of any covenant of Wowo or the Purchaser in this Section 6 or of the occurrence of any event that may make the satisfaction of the conditions in Section 8 impossible or unlikely.

6.6 Best Efforts.

Between the date of this Agreement and the Closing, Wowo and the Purchaser shall, and shall cause each Wowo Group Company to, use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done and cooperate with each other to do, all things necessary, proper or advisable to perform all of the obligations set forth in Section 6 and cause the conditions in Sections 8 to be satisfied. Wowo and the Purchaser shall, and cause each of Wowo Group Company to, exert best efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things reasonably necessary, proper or advisable under applicable laws or otherwise to obtain all consents, approvals or conditions, if any, that may be required before the Closing. Wowo and the Purchaser shall cooperate as requested by the Sellers to obtain all such consents, approvals or conditions.

6.7 Change to the Wowo VIE Sub.

Within sixty (60) days after the Closing, the Purchaser and Wowo shall cause the execution of documents that are necessary to add one or two Persons nominated by the Sellers' Representative at her sole discretion (which could be the Company's VIE Sub) as a shareholder or shareholders of each Wowo VIE Sub, which shareholder(s) shall hold in total 35% of the equity interests in each Wowo VIE Sub.

6.8 Subscription Agreement

Wowo hereby covenants that it shall, to the greatest extent permitted by Law, enforce all of its rights under the Subscription Agreement.

6.9 Board Composition, Chairman and Co-Chief Executive Officers.

Prior to the Closing, Wowo shall have taken all necessary corporate actions such that (i) immediately upon occurrence of the Closing, the Board of Wowo shall be comprised of eleven (11) members, including two (2) new directors nominated by Ms. Xiaoxia Zhu and two (2) new directors nominated by Ms. Huimin Wang, and (ii) for a period of six (6) months from the date of the Closing, Ms. Xiaoxia Zhu and Mr. Maodong Xu shall serve as co-chairpersons of Wowo. Wowo shall also have entered into the Voting Agreement in relation to the Board composition and co-chairman arrangement prior to or on the Closing.

On or before the Closing, Wowo shall have entered into an Indemnification Agreement with the directors of Wowo, including each of the directors to be appointed pursuant to this Section 6.9.

Wowo shall cause each of such directors of Wowo to be included as an insured under a directors' and officers' insurance policy with such terms as applicable to all other directors of Wowo or within thirty (30) days from the Closing if Wowo has exerted good efforts and is unable to obtain such insurance at the Closing.

Upon the Closing, Wowo shall cause its operations be managed by two co-chief executive officers for a period of six (6) months from the date of the Closing. Wowo shall cause each of Mr. Maodong Xu and the Sellers' Representative to be entitled to nominate a person who will serve as a co-chief executive officer of Wowo. The initial co-chief executive officers shall be and Ms. Xiaoxia Zhu and Mr. Jianguang Wu.

6.10 License Back of Zhongmin Licensed-back Intellectual Properties.

Within thirty (30) days after the Closing, Wowo shall cause VIE Sub to enter into license agreements with Shanghai Zhongmin, pursuant to which the VIE Sub shall grant to Shanghai Zhongmin a global, irrevocable, perpetual and exclusive license to use all Zhongmin Licensed-back Intellectual Properties.

6.11 Foreign Exchange Registration and Filing.

The Sellers' Representative shall cause each of Ms. Xiaoxia Zhu and Ms. Huimin Wang to complete the applicable foreign exchange registration and filings in relation to the equity interests held by such individual or their respective Affiliates in the Company after the Closing.

7. **Conditions to the Purchaser's Obligations at Closing.**

The obligations of the Purchaser to purchase Shares at the Closing are subject to the fulfillment, on or before such Closing, of each following condition, unless otherwise waived:

7.1 Representations and Warranties.

The representations and warranties of the Sellers contained in Section 3 shall be true, correct and complete in all material respects as of such Closing, except where such breach of representations and warranties, individually or in the aggregate, could not reasonably be expected to result in a Group Material Adverse Effect.

7.2 Performance.

Each Seller and Group Company shall have performed and complied with, in all material respects, all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before such Closing.

7.3 Legal Opinion.

The Purchaser shall have received from the Company's PRC legal counsel a legal opinion in the form and substance to the Purchaser's reasonable satisfaction.

7.4 Compliance Certificate.

The Sellers' Representative shall have delivered to the Purchaser at such Closing a certificate certifying, on behalf of Sellers, that the conditions specified in Sections 7.1 and 7.2 have been fulfilled.

7.5 Ancillary Agreements.

Each Seller shall have delivered to the Purchaser all Ancillary Agreements, duly executed, to which he, she or it, as applicable, is a party.

8. **Conditions of the Sellers' Obligations at Closing.**

The obligations of the Sellers to sell Shares to the Purchaser at the Closing are subject to the fulfillment, on or before the Closing, of each following condition, unless otherwise waived:

8.1 Representations and Warranties.

The representations and warranties of the Purchaser and Wowo contained in Section 4 shall be true, correct and complete in all material respects as of such Closing, except where such breach of representations and warranties, individually or in the aggregate, could not reasonably be expected to result in a Wowo Material Adverse Effect.

8.2 Performance.

The Purchaser and Wowo shall have performed and complied with, in all material respects, all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before such Closing.

8.3 Compliance Certificate.

The Purchaser and Wowo shall have delivered to the Sellers' Representative at such Closing a certificate certifying that the conditions specified in Sections 8.1 and 8.2 have been fulfilled.

8.4 Ancillary Agreements.

Each of the Purchaser, Wowo and Mr. Maodong Xu shall have delivered to the Sellers' Representative all Ancillary Agreements, duly executed, to which it or he, as applicable, is a party.

9. **Termination.**

9.1 Termination Events.

This Agreement and any Transaction Document may, by notice given prior to or at the Closing, be terminated:

- (a) by either the Purchaser or the Sellers' Representative if a material breach of any provision of this Agreement has been committed by another Party and such breach has not been waived or rectified within thirty (30) days after the breach;
- (b) by mutual consent of the Purchaser and the Sellers' Representative; or
- (c) by the Purchaser or Sellers' Representative if the Closing has not occurred (other than through the failure of any Party seeking to terminate this Agreement to comply fully with its or their obligations under this Agreement) on or before June 30, 2015 (the "**Long-Stop Date**"), or such later date as the Parties may agree upon.

9.2 Effect of Termination.

Each Party's right of termination under Section 9.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate; provided, however, that if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of another Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

10. **Indemnification and Remedies.**

10.1 Survival.

- (a) All representations, warranties, covenants, and obligations in this Agreement, and any certificate, document, or other writing delivered pursuant to this Agreement will survive for one (1) year after the Closing and the consummation and performance of the Transactions. The covenants and other agreements of each Party contained in this Agreement shall survive the Closing until fully discharged in accordance with their terms, except for those covenants and agreements which shall be complied with or discharged prior to the Closing in accordance with the terms of this Agreement.

- (b) If written notice of a claim for indemnification has been given in accordance with this Section 10 prior to the time at which the applicable representations, warranties, covenants or other agreements would otherwise terminate pursuant to the foregoing, then the relevant representations, warranties, covenants or other agreements shall survive such time as to such claim, until such claim has been finally resolved.
- (c) The waiver of any condition relating to any representation, warranty, covenant, or obligation will not affect the right to indemnification, payment, reimbursement, or other remedy based upon such representation, warranty, covenant, or obligation.

10.2 Indemnification.

From and after the date of the Closing, each Party, as applicable (the “**Indemnifying Person**”), shall indemnify and hold the other relevant Parties and their respective directors, officers and agents (collectively, the “**Indemnified Person**”) harmless from and against any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever, including but not limited to any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding, and any taxes or levies that may be payable by such person by reason of the indemnification of any indemnifiable loss hereunder (collectively, “**Losses**”) resulting from or arising out of: (i) the breach of any representation or warranty of the Indemnifying Person contained in the Transaction Documents, or (ii) the violation or nonperformance, partial or total, of any covenant or agreement of the Indemnifying Person contained in the Transaction Documents. In calculating the amount of any Losses of an Indemnified Person hereunder, there shall be subtracted the amount of any insurance proceeds and third-party payments received by the Indemnified Person with respect to such Losses, if any. For the avoidance of doubt, the obligations of the Sellers hereunder shall be several and not jointly and in proportion to its, his or her, as applicable, respective number of Shares sold to the total number of Shares sold. Notwithstanding anything to the contrary, none of the Sellers shall be entitled to seek indemnification from any other Seller or from the Sellers’ Representative.

10.3 Third-Party Claims.

- (a) The Indemnified Person shall give notice of the assertion of a Third-Party Claim to the Indemnifying Person; provided, however, that no failure or delay on the part of an Indemnified Person in notifying an Indemnifying Person will relieve the Indemnifying Person from any obligation under this Section 10 except to the extent that the failure or delay materially prejudices the defense of the Third-Party Claim by the Indemnifying Person.
- (b) (i) Except as provided in Section 10.3(c), the Indemnifying Person may elect to assume the defense of the third-party claim with counsel satisfactory to the Indemnified Person by (a) giving notice to the Indemnified Person of its election to assume the defense of the Third-Party Claim and (b) giving the Indemnified Person evidence acceptable to the Indemnified Person that the Indemnifying Person has adequate financial resources to defend against the Third-Party Claim and fulfill its obligations under this Section 10, in each case no later than 10 days after the Indemnified Person gives notice of the assertion of a Third-Party Claim under Section 10.3(a).

(ii) If the Indemnifying Person elects to assume the defense of a Third-Party Claim: (A) it shall diligently conduct the defense and, so long as it diligently conducts the defense, shall not be liable to the Indemnified Person for any Indemnified Person's fees or expenses subsequently incurred in connection with the defense of the Third-Party Claim other than reasonable costs of investigation, (B) the election will conclusively establish for purposes of this Agreement that the Indemnified Person is entitled to relief under this Agreement for any loss arising, directly or indirectly, from or in connection with the Third-Party Claim, (C) no compromise or settlement of such Third-Party Claim may be effected by the Indemnifying Person without the Indemnified Person's consent unless (I) there is no finding or admission of any violation by the Indemnified Person of any Laws or any rights of any Person, (II) the Indemnified Person receives a full release of and from any other claims that may be made against the Indemnified Person by the Third Party bringing the Third-Party Claim, and (III) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person, and (D) the Indemnifying Person shall have no liability with respect to any compromise or settlement of such claims effected without its consent.

(iii) If the Indemnifying Person does not assume the defense of a Third-Party Claim in the manner and within the period provided in Section 10.3(b)(i), or if the Indemnifying Person does not diligently conduct the defense of a Third-Party Claim, the Indemnified Person may conduct the defense of the Third-Party Claim at the expense of the Indemnifying Person and the Indemnifying Person shall be bound by any determination resulting from such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

- (c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or any Affiliate other than as a result of monetary damages for which it would be entitled to relief under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise, or settle such Third-Party Claim.
- (d) Notwithstanding the provisions of Section 12.12, the Parties consent to the nonexclusive jurisdiction of any court in which a proceeding is brought against any Indemnified Person for purposes of determining any claim that an Indemnified Person may have under this Agreement with respect to such proceeding or the matters alleged therein.
- (e) With respect to any Third-Party Claim subject to this Section 10.3: (i) any Indemnified Person and any Indemnifying Person, as the case may be, shall keep the other Person fully informed of the status of such Third-Party Claim and any related proceeding at all stages thereof where such Person is not represented by its own counsel, and (ii) both the Indemnified Person and the Indemnifying Person, as the case may be, shall render to each other such assistance as they may reasonably require of each other and shall cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

- (f) In addition to Section 11, with respect to any Third-Party Claim subject to this Section 10.3, the Parties shall cooperate in a manner to reserve in full (to the extent possible) the confidentiality of all confidential information and the attorney-client and work product privileges. In connection therewith, each Party agrees that: (i) it shall use its best efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of confidential information (consistent with applicable Law and rules of procedure) and (ii) all communications between any Party and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.
- (g) Any claim under this Section 10.3 for any matter involving a Third-Party Claim shall be indemnified, paid, or reimbursed promptly. If the Indemnified Person shall for any reason assume the defense of a Third-Party Claim, the Indemnifying Person shall reimburse the Indemnified Person on a monthly basis for the costs of investigation and the reasonable fees and expenses of counsel retained by the Indemnified Person.

10.4 Indemnitee Negligence.

The provisions in this Section 10 shall be enforceable regardless of whether the liability is based upon past, present or future acts, claims or Laws and regardless of whether any Person (including the Person from whom relief is sought) alleges or proves the sole, concurrent, contributory, or comparative negligence of the Person seeking relief, or the sole or concurrent strict liability imposed upon the person seeking relief.

10.5 Limitation on Indemnification.

Each Seller's liability to Wowo or the Purchaser for any Losses arising under Section 10 shall in no event exceed fifty percent (50%) of the amount equal to the sum of the implied value of the Share Consideration on the date of the Closing and the Cash Consideration, in each case, received by such Seller.

Wowo and the Purchaser's liability to the Sellers for any Losses arising under Section 10 shall in no event, in aggregate, exceed fifty percent (50%) of the amount equal to the sum of the implied value of the Shares received by the Purchaser.

11. **Confidentiality and Press Release**

11.1 Disclosure of Terms.

The terms and conditions of this Agreement, the other Transaction Documents, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby and thereby, all exhibits and schedules attached hereto and thereto, and the transactions contemplated hereby and thereby (collectively, the "**Confidential Information**"), including their existence, shall be considered confidential information and the Parties hereto shall not, and shall procure their respective Affiliates not to, disclose to any third party except as permitted in accordance with the provisions set forth below.

11.2 Press Release.

Any public announcement, including any press release, communication to employees customers, suppliers, or others having dealings with Wowo or the Company, or similar publicity with respect to this Agreement or any Transaction, will be issued, at such time, in such manner and containing such content as the Purchaser and the Sellers' Representative agree in writing.

11.3 Permitted Disclosure.

Notwithstanding anything in the foregoing to the contrary:

- (a) the Sellers may disclose any portion of the Confidential Information to the Company's, officers, directors, Key Employees, investment bankers, lenders, accountants, auditors, business or financial advisors, and attorneys, in each case only where such persons or entities are under appropriate non-disclosure obligations imposed by professional ethics, law or otherwise;
- (b) the Purchaser may disclose any portion of the Confidential Information to its current officers, directors, Key Employees, investment bankers, lenders, accountants, auditors, business or financial advisors, and attorneys, in each case only where such persons or entities are under appropriate non-disclosure obligations imposed by professional ethics, law or otherwise; and
- (c) the confidentiality obligations set out in Section 11.1 above do not apply to:
 - (i) information which was in the public domain or otherwise known to the relevant Party before it was furnished to it by another Party or, after it was furnished to that Party, entered the public domain otherwise than as a result of (i) a breach by that Party of this Section 11.3, or (ii) a breach of a confidentiality obligation by the discloser, where the breach was known to that Party;
 - (ii) information the disclosure of which is necessary in order to comply with any applicable Law, the order of any court, the requirements of a stock exchange or to obtain tax or other clearances or consents from any relevant authority; or
 - (iii) information disclosed by any director of the Company to its appointer or any of its Affiliates or otherwise in accordance with the foregoing provisions of this Section 11.3.

11.4 Legally Required Disclosure.

In the event that any Party is requested by any Governmental Authority or becomes legally required (including, pursuant to securities Laws and regulations) to disclose, under applicable Laws, the existence of this Agreement, other Transaction Documents or the content of any of the financing terms in contravention of the provisions of this Section 11, such Party (the “**Disclosing Party**”) shall provide the other Party with prompt written notice of that fact and shall consult with the other Party regarding such disclosure. The Disclosing Party shall, to the extent possible and with the cooperation and reasonable efforts of the other Party, seek a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing Party shall furnish only that portion of the information which is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

11.5 Other Information.

The provisions of this Section 11 shall be in addition to, and not in substitution for, the provisions of any separate non-disclosure agreement executed by any of the Parties hereto with respect to the Transactions.

12. **Miscellaneous**

12.1 Fees and Expenses.

Except as otherwise provided in this Agreement or the other documents to be delivered pursuant to this Agreement, each Party will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution, and performance of this Agreement and the consummation and performance of the Transactions, including all fees and expenses of its officers, directors, partners, employees, agents or representatives. The obligation of each Party to bear its own fees and expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

The stamp duty in connection with the Transactions shall be borne equally by the Sellers (on the one hand) and the Purchaser (on the other hand). Each Seller shall be solely responsible for his, her or its own income tax, capital gain tax or other forms of Taxes payable by such Seller under the applicable Laws.

12.2 No Finder’s Fees.

Each Party represents that it neither is nor will be obligated for any finder’s fee or commission in connection with this transaction. The Purchaser agrees to indemnify and to hold harmless the Sellers from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of the Transactions (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, directors, partners, employees, agent or representatives is responsible. The Sellers, severally and not jointly and in proportion to its, his or her, as applicable, respective number of Shares sold to the total number of Shares sold, agree to indemnify and hold the Purchaser harmless from any liability for any commission or compensation in the nature of a finder’s or broker’s fee arising out of the Transactions (and the costs and expenses of defending against such liability or asserted liability) for which such Seller or, with respect a Seller that is not an individual, any of its officers, directors, partners, employees, agents or representatives is responsible.

12.3 Sellers' Representative.

Each Seller has appointed Ms. Xiaoxia Zhu and Ms. Huimin Wang as his, her or its representatives (the "**Sellers' Representative**") with full power and authority to consummate the Transactions (including the execution of the Transaction Documents).

This appointment and grant of power and authority is coupled with an interest and is in consideration of the mutual covenants made in this Agreement and is irrevocable and will not be terminated by any act of any Seller or by operation of law, whether by the death or incapacity of any Seller or by the occurrence of any other event. Each Seller here by consents to the taking of any and all actions and the making of any decisions required or permitted to be taken or omitted by Sellers' Representative pursuant to this Section 12.3.

Each Seller hereby agrees, acknowledges and confirms that any amount of payment by or on behalf of the Purchaser into the bank account as designated by the Sellers' Representative shall constitute full performance and discharge of the Purchaser's obligation, as applicable, to pay such amount to such Seller under this Agreement.

The Purchaser and Wowo shall be entitled to rely upon any document or other paper delivered by Sellers' Representative as being authorized by the Sellers, and the Purchaser or Wowo shall not be liable to any Seller for any action taken or omitted to be taken by the Purchaser or Wowo based on such reliance.

12.4 Default in Payment.

If a Party obligated to make a payment under this Agreement fails to make the relevant payment on or before the due date as set forth herein, such Party shall forthwith pay to the Party to whom such payment is due such amount due and a daily interest rate of one tenth percent (0.1%) for each day of delay until such payment is paid in full.

12.5 Further Assurances.

The Parties will (a) execute and deliver to each other such other documents and (b) do such other acts and things as a Party may reasonably request for the purpose of carrying out the intent of this Agreement, the Transactions, and the documents to be delivered pursuant to this Agreement.

12.6 Entire Agreement.

This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter (including any letter of intent and, upon the Closing, any confidentiality obligation to which the Purchaser is subject) and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter of this Agreement.

12.7 Modification.

This Agreement may only be amended, supplemented, or otherwise modified by the Purchaser and the Sellers' Representative in writing.

12.8 Assignments and Successors.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12.9 No Third-Party Rights.

Other than the Indemnified Persons and the Parties, no Person will have any legal or equitable right, remedy, or claim under or with respect to this Agreement. This Agreement may not be amended or terminated, and any provision of this Agreement may be waived, without the consent of any Person who is a Party to the Agreement (and in the case of the Sellers, the Sellers' Representative).

12.10 Remedies Cumulative.

The rights and remedies of the Parties under this Agreement are cumulative and not alternative.

12.11 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law thereof.

12.12 Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or invalidity thereof, shall, so far as it is possible, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Section 12.12. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The seat of the arbitration shall be Hong Kong. There shall be three (3) arbitrators. The Company and the Sellers, on the one hand, and the Purchaser and Wowo, on the other hand, shall be entitled to designate one arbitrator each. The two arbitrators shall consult with each other to agree upon the selection of a third arbitrator. The arbitration shall be conducted in the English language. Evidence and testimony may be presented in any language, including a language other than English providing it is accompanied by an English translation thereof (which translation shall have been certified and prepared or given at the sole cost of the Party offering such evidence or testimony). The arbitral award shall be in English writing and, unless the parties to the arbitration agree otherwise, shall state the reasons upon which it is based. The award shall be final and binding on the parties to the arbitration.

12.13 Attorney's Fees.

In the event any claim, action, suit, proceeding, arbitration, complaint, charge or investigation is brought in respect of this Agreement or any of the documents referred to in this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such claim, action, suit, proceeding, arbitration, complaint, charge or investigation, in addition to any relief to which such Party may be entitled under applicable Law.

12.14 Enforcement of Agreement.

Each Party acknowledge and agree that the other Party would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by such Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, each Party agrees that, in addition to any other right or remedy to which the other Party may be entitled at law or in equity, such Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to obtain temporary, preliminary, and permanent injunctive relief to prevent breaches or threatened breaches, without posting any bond or giving any other undertaking.

Wowo agrees that it shall take all actions necessary to cause the Purchaser to perform all its obligations under this Agreement. If the Purchaser fails to perform any of its obligations hereunder, Wowo shall immediately perform such obligations on behalf of the Purchaser, including the Purchaser's obligations to consummate the Transactions contemplated herein and to make payments pursuant to the terms hereof. Wowo further agrees that the Sellers are entitled to enforce such terms in this Agreement applicable to the Purchaser against Wowo if the Purchaser fails to comply with such terms.

12.15 No Waiver.

Neither any failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be waived by a Party, in whole or in part, unless made in a writing signed by such Party or the Sellers' Representative on behalf of a Seller, (b) a waiver given by a Party will only be applicable to the specific instance for which it is given, and (c) no notice to or demand on a Party will (i) waive or otherwise affect any obligation of that Party or (ii) affect the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

12.16 Notices.

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers or e-mail addresses, in each case marked to the attention of the Person (by name or title) designated below (or to such other address, facsimile number, e-mail address, or Person as a Party may designate by notice to the other Party):

The Sellers:

23A, Block 3, Peak One, Tung Lo Wan Hill Road, Tai Wai, Shatin, New Territories, Hong Kong

Attention: Ms. Xiaoxia Zhu

E-mail address: xiaoxiazhu2009@hotmail.com;

and

No.42, XiaDuHuaYuan, No. 2000 JianHe Road (near HongQiao Road), ChangNing District, Shanghai, China

Attention: Ms. Huimin Wang

E-mail address: huimin.wang@xiaonanguo.com

with a copy (for informational purposes only) to:

Dechert

27/F, Henley Building

5 Queen's Road Central, Hong Kong

Attention: David K. Cho/Yang Wang

E-mail address: david.cho@dechert.com; yang.wang@dechert.com

The Purchaser or Wowo:

Third Floor, Chuangxin Building

No. 18 Xinxu Road, Haidian District, Beijing

People's Republic of China

E-mail address: ModernXu@55.com

with a copy (for informational purposes only) to: Skadden, Arps, Slate, Meagher & Flom

42/F, Edinburgh Tower, The Landmark

15 Queen's Road Central, Hong Kong

Attention: Will Cai

E-mail address: will.cai@skadden.com

12.17 Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12.18 Time of Essence.

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

12.19 Counterparts and Electronic Signatures.

- (a) This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Party.
- (b) A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Share Purchase Agreement as of the date first written above.

WOWO:

Wowo Limited

/s/ Maodong Xu
Name: Maodong Xu
Title: Chairman and Chief Executive Officer

PURCHASER:

New Admiral Limited

/s/ Maodong Xu
Name: Maodong Xu
Title: Director

SELLERS' REPRESENTATIVE

/s/ Xiaoxia Zhu
Xiaoxia Zhu
on behalf of the Sellers as set forth in Schedule A

/s/ Huimin Wang
Huimin Wang
on behalf of the Sellers as set forth in Schedule A

[Signature Page to the Share Purchase Agreement]

SCHEDULE A**Sellers, Number of Shares, Cash Consideration and Share Consideration**

Sellers	Number of Shares of the Company Immediately Prior to Closing and sold to the Purchaser at the Closing	Share Consideration to be paid at the Closing	Cash Consideration to be paid at the Closing under Section 2.4(d)	Cash Consideration to be paid after the Closing under Section 2.4(e)
浙江向阳渔港集团股份有限公司	31,712,694	158,219,624	3,201,000.05	3,201,000.05
Extensive Power Limited	29,884,832	149,100,132	3,016,500.23	3,016,500.23
上海众钜投资管理中心(有限合伙)	22,291,022	111,213,418	2,250,000.04	2,250,000.04
Markland (Hong Kong) Investment Limited	22,246,440	110,990,992	2,245,500.04	2,245,500.04
亞洲環球拓展有限公司 (Asia Global Develop Limited)	14,117,647	70,435,164	1,425,000.00	1,425,000.00
新加坡骏和投资有限公司 (Junhe Investment Pte. Ltd.)	8,842,105	44,114,654	892,499.97	892,499.97
環球東方發展有限公司 (Global Oriental Development Limited)	7,356,037	36,700,427	742,499.99	742,499.99
Markland (Hong Kong) Planning Limited	6,687,306	33,364,023	674,999.96	674,999.96
林宁				
Ms. Ning Lin	1,263,158	6,302,094	127,500.01	127,500.01
黄有龙				
Mr. Youlong Huang	1,263,158	6,302,094	127,500.01	127,500.01
潘慰				
Ms. Wai Poon	980,804	4,893,386	98,999.90	98,999.90
吴国平				
Mr. Guoping Wu	980,804	4,893,386	98,999.90	98,999.90
王刚				
Mr. Gang Wang	980,804	4,893,386	98,999.90	98,999.90
TOTAL	148,606,811	741,422,780	\$ 15,000,000.00	\$ 15,000,000.00

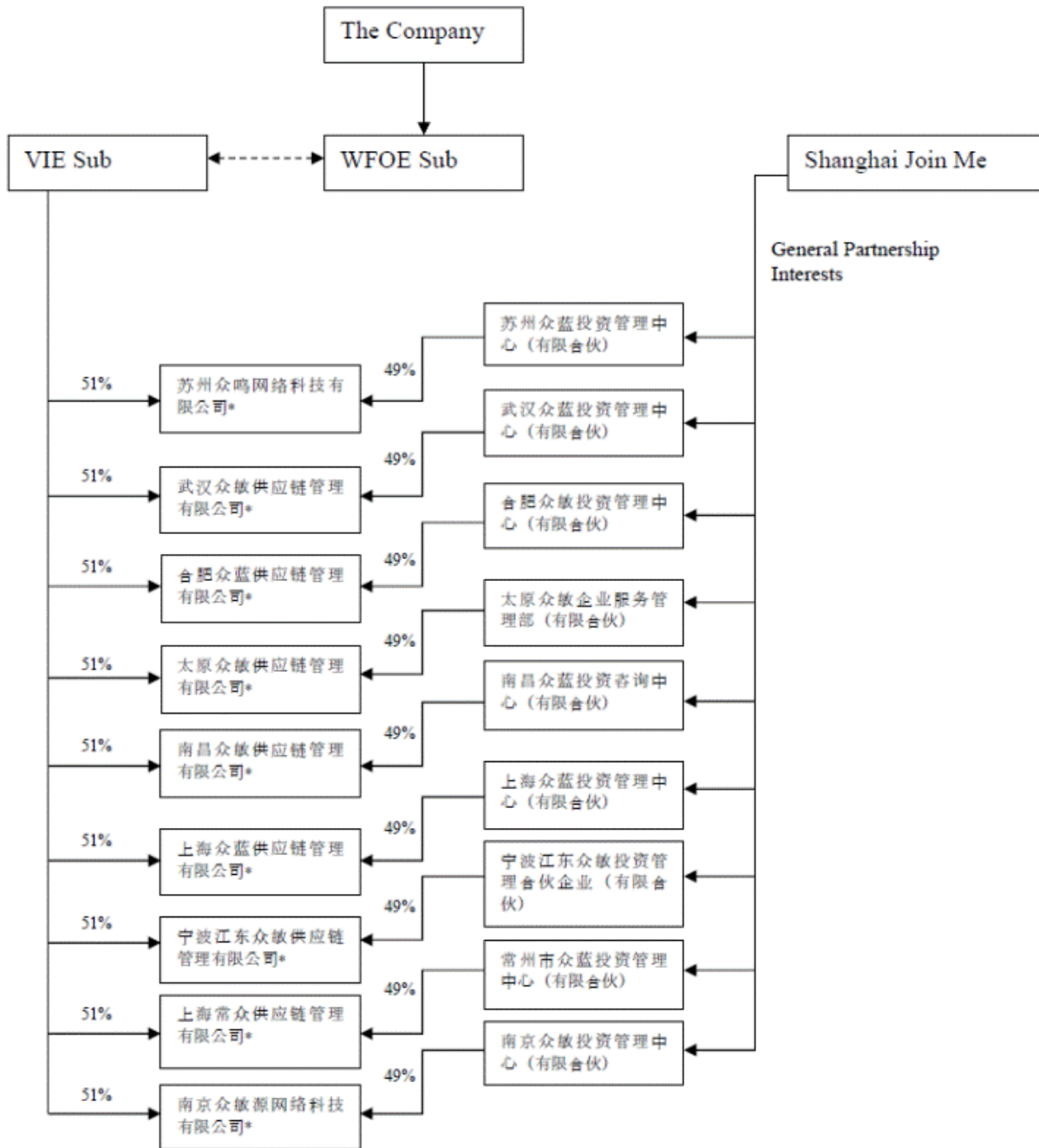
SCHEDULE B

List of VIE Agreements

- 1. Master Exclusive Service Agreement**
 - 2. Business Cooperation Agreement**
 - 3. VIE Equity Pledge Agreement**
 - 4. Exclusive Option Agreement**
 - 5. Proxy Agreement and Power of Attorney**
-

SCHEDULE C

Organization Chart of the Group



* Such subsidiary has an unpaid registered capital of RMB100,000.

SCHEDULE D

Financial Statements

**众美联(香港)投资有限公司
资产负债表**

日期:2015年4月30日

货币单位:港币(元)

资产	行次	期末余额	期初余额	负债和所有者权益(或股东权益)	行次	期末余额	期初余额
流动资产:	1	—	—	流动负债:	36	—	—
货币资金	2	32,928,139.65	15,520,716.01	短期借款	37		
交易性金融资产	3			交易性金融负债	38		
应收票据	4			应付票据	39		
应收账款	5			应付账款	40		
预付款项	6	6,558,000.00		预收款项	41		
应收利息	7			应付职工薪酬	42		
应收股利	8			应交税费	43		
其他应收款	9	59,028,381.50	21,200,852.00	应付利息	44		
存货	10			应付股利	45		
一年内到期的非流动资产	11			其他应付款	46		
其他流动资产	12			一年内到期的非流动负债	47		
流动资产合计	13	98,514,521.15	36,721,568.01	其他流动负债	48		
非流动资产:	14			流动负债合计	49	0.00	0.00
可供出售金融资产	15			非流动负债:	50	—	—
持有至到期投资	16			长期借款	51		
长期应收款	17			应付债券	52		
长期股权投资	18	67,481,794.50	10,090,100.00	长期应付款	53		
投资性房地产	19			专项应付款	54		
固定资产	20			预计负债	55		
在建工程	21			递延所得税负债	56		
工程物资	22			其他非流动负债	57		
固定资产清理	23			非流动负债合计	58	0.00	0.00
生产性生物资产	24			负债合计	59	0.00	0.00
油气资产	25			所有者权益(或股东权益):	60	—	—
无形资产	26			实收资本(或股本)	61	55,448,917.00	33,157,895.00
开发支出	27			资本公积	62	116,115,735.40	14,842,105.00
商誉	28			减:库存股	63		
长期待摊费用	29			盈余公积	64		
递延所得税资产	30			未分配利润	65	-5,568,336.75	-1,188,331.99
其他非流动资产	31			所有者权益合计	66	165,996,315.65	46,811,668.01
非流动资产合计	32	67,481,794.50	10,090,100.00		67		
资产总计	35	165,996,315.65	46,811,668.01	负债和所有者权益总计	68	165,996,315.65	46,811,668.01

上海众鸣供应链管理有限公司
资产负债表

日期:2015年4月30日

单位: 元

	行次	期末余额	年初余额	负债和所有者权益(或股东权益)	行次	期末余额	年初余额
流动资产:	1	—	—	流动负债:	38	—	—
货币资金	2	12,270,259.70	326,056.20	短期借款	39	0.00	0.00
交易性金融资产	3	0.00	0.00	交易性金融负债	40	0.00	0.00
应收票据	4	0.00	0.00	应付票据	41	0.00	0.00
应收账款	5	3,013,600.00	0.00	应付账款	42	0.00	0.00
预付款项	6	12,993,218.80	0.00	预收款项	43	0.00	0.00
应收利息	7	0.00	0.00	应付职工薪酬	44	0.00	0.00
应收股利	8	0.00	0.00	应交税费	45	-272,132.66	-167,769.46
其他应收款	9	22,473,241.31	37,799,348.98	应付利息	46	0.00	0.00
存货	10	0.00	0.00	应付股利	47	0.00	0.00
一年内到期的非流动资产	11	0.00	0.00	其他应付款	48	0.00	31,573,481.94
其他流动资产	12	0.00	0.00	一年内到期的非流动负债	49	0.00	0.00
流动资产合计	13	50,750,319.81	38,125,405.18	其他流动负债	50	0.00	0.00
非流动资产:	14			流动负债合计	51	-272,132.66	31,405,712.48
可供出售金融资产	15	0.00	0.00	非流动负债:	52		
持有至到期投资	16	0.00	0.00	长期借款	53	0.00	0.00
长期应收款	17	0.00	0.00	应付债券	54	0.00	0.00
长期股权投资	18	0.00	0.00	长期应付款	55	0.00	0.00
投资性房地产	19	0.00	0.00	专项应付款	56	0.00	0.00
固定资产原价	20	599,119.65	169,119.66	预计负债	57	0.00	0.00
减:累计折旧	21	61,042.04	9,513.69	递延所得税负债	58	0.00	0.00
固定资产净值	22	538,077.61	159,605.97	其他非流动负债	59	0.00	0.00
减:固定资产减值准备	23	0.00	1.00	非流动负债合计	60	0.00	0.00
固定资产净额	24	538,077.61	159,604.97	负债合计	61	-272,132.66	31,405,712.48
在建工程	25	0.00	0.00	所有者权益(或股东权益):	62		
工程物资	26	0.00	0.00	实收资本(或股本)	63	53,366,763.45	7,995,108.88
固定资产清理	27	0.00	0.00	资本公积	64	0.00	0.00
生产性生物资产	28	0.00	0.00	减:库存股	65	0.00	0.00
油气资产	29	0.00	0.00	专项储备	66	0.00	0.00
无形资产	30	0.00	0.00	盈余公积	67	0.00	0.00
开发支出	31	0.00	0.00	未分配利润	69	-1,806,233.37	-1,115,810.21
商誉	32	0.00	0.00	外币报表折算差额	70	0.00	0.00
长期待摊费用	33	0.00	0.00	归属于母公司所有者权益合计	71	51,560,530.08	6,879,298.67
递延所得税资产	34	0.00	0.00	少数股东权益	72	0.00	0.00
其他非流动资产	35	0.00	0.00	所有者权益合计	73	51,560,530.08	6,879,298.67
非流动资产合计	36	538,077.61	159,604.97		74		
资产总计	37	51,288,397.42	38,285,010.15	负债和所有者权益总计	75	51,288,397.42	38,285,010.15

上海众敏供应链管理有限公司
资产负债表

日期:2015年04月30日

单位: 元

资产行次		期末余额	年初余额	负债和所有者权益(或股东权益)	行次	期末余额	年初余额
流动资产:	1	—	—	流动负债:	38	—	—
货币资金	2	1,793,690.22	2,519,959.47	短期借款	39	0.00	0.00
交易性金融资产	3	0.00	0.00	交易性金融负债	40	0.00	0.00
应收票据	4	0.00	0.00	应付票据	41	0.00	0.00
应收账款	5	1,457,554.33	0.00	应付账款	42	1,484,961.21	0.00
预付款项	6	1,245,966.01	0.00	预收款项	43	5,000.00	74,900.00
应收利息	7	0.00	0.00	应付职工薪酬	44	0.00	0.00
应收股利	8	0.00	0.00	应交税费	45	161,837.80	20,826.62
其他应收款	9	-56,296.20	7,729,885.83	应付利息	46	0.00	0.00
存货	10	0.00	30,153.85	应付股利	47	0.00	0.00
一年内到期的非流动资产	11	0.00	0.00	其他应付款	48	32,100,229.64	40,348,908.71
其他流动资产	12	0.00	0.00	一年内到期的非流动负债	49	0.00	0.00
流动资产合计	13	4,440,914.36	10,279,999.15	其他流动负债	50	0.00	0.00
非流动资产:	14			流动负债合计	51	33,752,028.65	40,444,635.33
可供出售金融资产	15	0.00	0.00	非流动负债:	52		
持有至到期投资	16	0.00	0.00	长期借款	53	0.00	0.00
长期应收款	17	0.00	0.00	应付债券	54	0.00	0.00
长期股权投资	18	0.00	0.00	长期应付款	55	0.00	0.00
投资性房地产	19	0.00	0.00	专项应付款	56	0.00	0.00
固定资产原价	20	559,324.61	137,725.53	预计负债	57	0.00	0.00
减:累计折旧	21	42,100.11	14,166.58	递延所得税负债	58	0.00	0.00
固定资产净值	22	517,224.50	123,558.95	其他非流动负债	59	0.00	0.00
减:固定资产减值准备	23	0.00	0.00	非流动负债合计	60	0.00	0.00
固定资产净额	24	517,224.50	123,558.95	负债合计	61	33,752,028.65	40,444,635.33
在建工程	25	0.00	0.00	所有者权益(或股东权益):	62		
工程物资	26	0.00	0.00	实收资本(或股本)	63	10,000,000.00	0.00
固定资产清理	27	0.00	0.00	资本公积	64	0.00	0.00
生产性生物资产	28	0.00	0.00	减:库存股	65	0.00	0.00
油气资产	29	0.00	0.00	专项储备	66	0.00	0.00
无形资产	30	103,236.24	0.00	盈余公积	67	0.00	0.00
开发支出	31	0.00	0.00	未分配利润	69	-38,690,653.55	-30,041,077.23
商誉	32	0.00	0.00	外币报表折算差额	70	0.00	0.00
长期待摊费用	33	0.00	0.00	归属于母公司所有者权益合计	71	-28,690,653.55	-30,041,077.23
递延所得税资产	34	0.00	0.00	少数股东权益	72	0.00	0.00
其他非流动资产	35	0.00	0.00	所有者权益合计	73	-28,690,653.55	-30,041,077.23
非流动资产合计	36	620,460.74	123,558.95		74		
资产总计	37	5,061,375.10	10,403,558.10	负债和所有者权益总计	75	5,061,375.10	10,403,558.10

SCHEDULE E

Operating Data

Trading volume and number of order places through the Group's online platform in 2015:

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>
Trading volume	RMB10.1 million	RMB3.34 million	RMB20.4 million	RMB46.2 million	RMB118 million
Order placed	88	90	255	504	919

As of May 31, 2015, there are 1039 purchasers and 8178 suppliers registered on the Group's online platform.

Number of types of products sold on the Group's online platform as of May 31, 2015:

General products:	14,937
Kitchen devices:	5,646
Decoration materials:	5,046
Professional devices:	4,414
Grain, oil and condiment:	4,576
Beverage and liquor:	8,999
Food materials:	8,598
Information system:	1,603
Office utilities:	3,306
Furniture:	2,472

SCHEDULE F

Material Contracts

None.

SCHEDULE G

Customers and Suppliers

Significant Suppliers:

裕华区宜晓农产品销售中心
上海千彩食品有限公司
姑苏区秋展工贸水产经营部
上海千彩食品有限公司
苏州升新来食品有限公司
上海市松江区立岙食品经营部
上海黄鼎酒业有限公司
上海爱皇贸易有限公司
裕华区阿平水产品批发部
百佑佳食品贸易（上海）有限公司
新北区河海水货餐厅
西乌珠穆沁旗蒙昊生态肉业有限公司
高淳县绿淳水产专业合作社
江苏正隆贸易有限公司
上海珀顿国际贸易有限公司
南京市雨花台区兵兵家禽经营部
无锡市士进特野禽养殖场
上海林仔工贸有限公司
上海爱皇贸易有限公司
上海珀顿国际贸易有限公司

Significant Customers:

上海肥得捞餐饮管理有限公司
苏州新城花园酒店
河北渝乡辣婆婆餐饮管理有限公司
上海和记餐饮管理有限公司
浙江向阳渔港集团股份有限公司

SCHEDULE H
Capitalization of Wowo


	<u>Aggregate number of ordinary shares (as exercised for options)</u>
Number of issued and outstanding ordinary shares before the Closing	669,422,778
Number of ordinary shares to be issued on the Closing	741,422,780
Outstanding options	39,359,912

SCHEDULE I



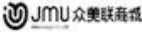
Zhongmin Intellectual Properties and Zhongmin Licensed-back Intellectual Properties

(a) Transferred Intellectual Properties

(i) Trademark

No.	Trademark	Trademark Registration No.	Type	Ownership
1		13427067	35	浙江向阳渔港集团股份有限公司 (In the process of being transferred from to Shanghai Zhongmin)

(ii) Trademark applications

No.	Pending Trademark	Application No.	Type	Applicant
1	众美联	14460452	7	苏州市舒诺投资管理有限公司 (In the process of being transferred to Shanghai Zhongmin)
2	众美联	14453514	7	Same as above
3	众美联	14459887	8	Same as above
4	众美联	14460329	11	Same as above
5	众美联	14460569	20	Same as above
6	众美联	14460563	21	Same as above
7	众美联	14460552	29	Same as above
8	众美联	14460545	30	Same as above
9	众美联	14460543	31	Same as above
10	众美联	14460539	32	Same as above
11	众美联	14460527	33	Same as above
12	众美联	14460501	36	Same as above
13	众美联	14460222	38	Same as above
14	众美联	14460203	41	Same as above
15	众美联	14460191	43	Same as above
16	众美联	14471772	39	Same as above
17	JMU	14459615	7	Same as above
18	JMU	14459861	8	Same as above
19	JMU	14460474	20	Same as above
20	JMU	14459954	21	Same as above
21	JMU	14459944	29	Same as above
22	JMU	14482821	30	Same as above
23	JMU	14459921	38	Same as above
24	JMU	14474369	41	Same as above
25	JMU	14474409	43	Same as above
26	JMU	14482750	11	Same as above
27	JMU	14471887	31	Same as above
28	JMU	14482875	32	Same as above
29	JMU	14482914	33	Same as above
30	JMU	14460524	35	Same as above
31	JMU	14474259	36	Same as above
32	JMU	14471965	39	Same as above
33	JMLI	14459726	7	Same as above
34	JMLI	14459841	8	Same as above
35	JMLI	14460285	11	Same as above
36	JMLI	14460280	20	Same as above
37	JMLI	14460271	21	Same as above
38	JMLI	14460258	29	Same as above
39	JMLI	14459968	30	Same as above
40	JMLI	14460246	32	Same as above
41	JMLI	14460232	33	Same as above
42	JMLI	14459828	35	Same as above
43	JMLI	14474242	36	Same as above
44	JMLI	14460181	38	Same as above
45	JMLI	14471863	31	Same as above
46	JMLI	14471987	39	Same as above
47	JMLI	14474318	41	Same as above
48	JMLI	14474439	43	Same as above
49		13614530	35	浙江向阳渔港集团股份有限公司 (In the process of being transferred to Shanghai Zhongmin)
50		15871654	35	Same as above
51		15871740	35	Same as above




(iii) Domain names

No.	Domain name	Ownership
1	ccjoin.com	Shanghai Zhongmin
2	ccjmu.com	Shanghai Zhongmin

(b) Licensed-back Intellectual Properties

(i) Trademark application and such trademark once granted

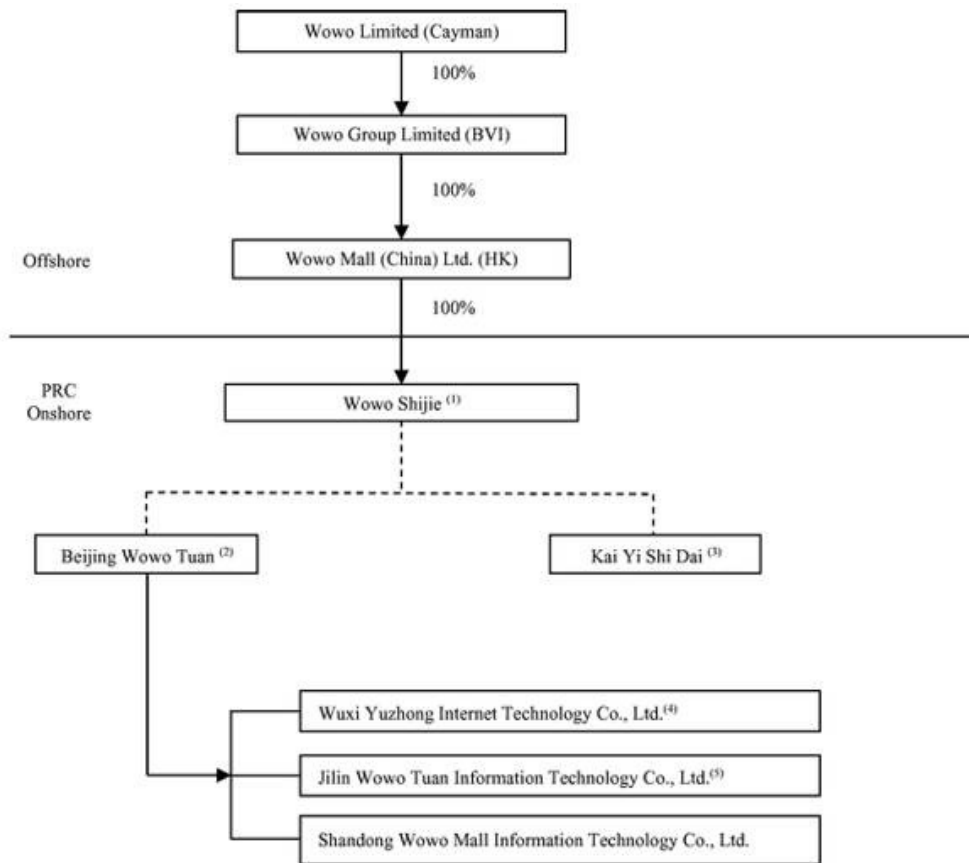
No.	Pending Trademark	Application No.	Type	Applicant
1		15871654	35	浙江向阳渔港集团股份有限公司 (In the process of being transferred to Shanghai Zhongmin)

(ii) Domain name

No.	Domain name	Ownership
1	ccjmu.com	Shanghai Zhongmin

SCHEDULE J

Organization Chart of Wowo



Notes:

- Denotes equity ownership
- - - - Denotes contractual relationship

EXHIBIT A

FORM OF INDEMNIFICATION AGREEMENT

EXHIBIT B

FORM OF LOCK-UP AGREEMENT

EXHIBIT C

FORM OF NON-COMPETE AGREEMENT

EXHIBIT D

FORM OF REGISTRATION RIGHTS AGREEMENT

EXHIBIT E

FORM OF SUBSCRIPTION AGREEMENT

EXHIBIT F

FORM OF VOTING AGREEMENT

VOTING AGREEMENT

TABLE OF CONTENTS

	<u>Pages</u>
1. Definitions	1
2. Voting Agreements Regarding the Board	3
2.1 Designated Directors	3
2.2 Agreement to Vote	5
2.3 Failure to Designate a Board Member	6
2.4 Co-chairman of the Board	6
3. Further Assurances	6
3.1 No Liability for Election of Recommended Directors	6
3.2 Subsidiary Boards	7
3.3 Amendment to Articles	7
3.4 Covenants	7
4. Miscellaneous	7
4.1 Term	7
4.2 Further Assurances	7
4.3 Entire Agreement	7
4.4 Amendment	7
4.5 Assignments and Successors	8
4.6 No Third-Party Rights	8
4.7 Specific Enforcement	8
4.8 Remedies Cumulative	8
4.9 Governing Law	8
4.10 Dispute Resolution	8
4.11 Attorney's Fees	9
4.12 No Waiver	9
4.13 Notices	9
4.14 Severability	10
4.15 Time of Essence	10
4.16 Counterparts and Electronic Signatures	10

VOTING AGREEMENT

THIS VOTING AGREEMENT (the “**Agreement**”) is made and entered into as of June 5, 2015 by and among:

Ms. Xiaoxia Zhu, holder of PRC passport number E30581594 (“**Ms. Zhu**”);

Ms. Huimin Wang, holder of PRC passport number W67465681 (“**Ms. Wang**”); and

Mr. Maodong Xu, holder of PRC passport number G47271653 (“**Mr. Xu**”).

Each of Ms. Zhu, Ms. Wang and Mr. Xu is referred to as a “**Shareholder**” and collectively as the “**Shareholders**.”

RECITALS

WHEREAS, Wowo Limited, a Cayman Islands company (the “**Company**”), New Admiral Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“**Company SPV**”), shareholders of Join Me Group (HK) Investment Company Limited (“**JMU**”), a limited liability company incorporated in Hong Kong, including the Controlled Affiliates of Ms. Zhu and Ms. Wang, have entered into a Share Purchase Agreement dated June 5, 2015 (the “**SPA**”), pursuant to which the Company SPV shall purchase all issued and outstanding ordinary shares of JMU, and shall pay certain cash consideration and transfer additional ordinary shares of the Company to the shareholders of JMU; and

WHEREAS, Shareholders desire to enter into an agreement in connection with election or appointment of certain members of the board of directors of the Company (the “**Board**”) in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties hereby agree as follows:

1. **Definitions**

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the SPA.

The following terms used in this Agreement shall be construed to have the meaning set forth or referenced below.

“**Agreement**” has the meaning set forth in the preamble.

“**Amended Articles**” means, the Third Amended and Restated Memorandum and Articles of Associate of the Company adopted on January 26, 2015, as amended from time to time.

“**Board**” has the meaning set forth in the preamble.

“**Cause**” means, with respect to a director of the Board, any of the following: (i) an order is made by any competent court or official on the grounds that such director (x) is or may be suffering from mental disorder or is otherwise incapable of managing his or her affairs or (y) is convicted of a crime involving fraud, dishonesty, false statements or moral turpitude; (ii) such director is absent (without being represented by proxy) from meetings of the Board for a continuous period of 12 months without special leave of absence from the Board; (iii) such director becomes bankrupt, has a receiving order made against him or her or makes any arrangement or composition with his or her creditors generally; and (iv) such director ceases to be or is prohibited from being a director by applicable Law.

“**Company**” has the meaning set forth in the preamble.

“**Controlled Affiliate**” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, is Controlled by such specified Person. For the purpose of this Agreement, the Company is not a Controlled Affiliate of any of Shareholder.

“**Joint Designees**” has the meaning set forth in Section 2.1(d).

“**JMU**” has the meaning set forth in the preamble.

“**Party**” has the meaning set forth in the preamble.

“**Shares**” means and include any securities of the Company the holders of which are entitled to vote for members of the Board, including without limitation, all ordinary shares of the Company, by whatever name called, now owned or subsequently acquired by a Shareholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

“**Shareholder**” has the meaning set forth in the preamble.

“**Designated Director**” means any of Mr. Xu’s Designees, Ms. Wang’s Designees, Ms. Zhu’s Designees and Joint Designees.

“**SPA**” has the meaning set forth in the preamble.

“**Transitional Period**” means the period from the Closing to the date that is six (6) months from the Closing.

“**Mr. Xu**” has the meaning set forth in the preamble.

“**Mr. Xu’s Designees**” has the meaning set forth in Section 2.1(a).

“**Ms. Wang**” has the meaning set forth in the preamble.

“**Ms. Wang’s Designees**” has the meaning set forth in Section 2.1(b).

“**Ms. Zhu**” has the meaning set forth in the preamble.

“**Ms. Zhu’s Designees**” means has the meaning set forth in Section 2.1(c)

2. **Voting Agreements Regarding the Board**

2.1 Designated Directors

During the term of this Agreement, each Shareholder agrees to vote, or cause to be voted, all Shares owned by such Person, or over which such Person has voting control, from time to time and at all times, in whatever manner as shall be necessary to cause the election to the Board, of:

- (a) the individual(s) designated by Ms. Zhu for nomination or appointment as director(s) of the Company from time to time (each individual, a “**Ms. Zhu’s Designee**” and collectively, “**Ms. Zhu’s Designees**”). The aggregate number of Ms. Zhu Designees shall be:
 - (i) two (2) so long as Ms. Zhu and/or her Controlled Affiliates continue to beneficially own at least fifty percent (50%) of the ordinary shares of the Company beneficially owned by Ms. Zhu and/or her Controlled Affiliates immediately upon the Closing; and
 - (ii) one (1) so long as Ms. Zhu and/or her Controlled Affiliates continue to beneficially own less than fifty percent (50%) of the ordinary shares of the Company.

Notwithstanding the foregoing, in the event that Ms. Zhu and her Controlled Affiliates no longer hold at least five percent (5%) of all issued and outstanding ordinary shares of the Company, Ms. Zhu’ Designees’ continued service as a director shall be subject to shareholders’ votes pursuant to the provisions of Section 2.1(e).

At the Closing, Ms. Zhu’s Designees shall be Ms. Zhu and Mr. Feng Pan;

- (b) the individual(s) designated by Ms. Wang for nomination or appointment as director(s) of the Company from time to time (each individual, a “**Ms. Wang’s Designee**” and collectively, “**Ms. Wang’s Designees**”). The aggregate number of Ms. Wang’s Designees shall be:
 - (i) two (2) so long as Ms. Wang and/or her Controlled Affiliates continue to beneficially own at least fifty percent (50%) ordinary shares of the Company beneficially owned by Ms. Wang and/or her Controlled Affiliates immediately upon the Closing; and
 - (ii) one (1) so long as Ms. Wang and/or her Controlled Affiliates continue to beneficially own less than fifty percent (50%) of the ordinary shares of the Company.

Notwithstanding the foregoing, in the event that Ms. Wang and her Controlled Affiliates no longer hold at least five percent (5%) of all issued and outstanding ordinary shares of the Company, Ms. Wang’ Designees’ continued service as a director shall be subject to the provisions of Section 2.1(e).

At the Closing, Ms. Wang’s Designees shall be Ms. Wang and Ms. Liyun Cao;

- (c) the individual(s) designated by Mr. Xu for nomination or appointment as director(s) of the Company from time to time (each individual, a “**Mr. Xu’s Designee**” and collectively, “**Mr. Xu’s Designees**”). The aggregate number of Mr. Xu’s Designees shall be:
- (i) four (4) during the Transitional Period; and
 - (ii) after the Transitional Period:
 - (A) three (3) so long as Mr. Xu and/or his Controlled Affiliates continue to beneficially own at least two-thirds (66 2/3%) of the Shares of the Company beneficially owned by Mr. Xu and/or his Controlled Affiliates immediately upon the Closing;
 - (B) two (2) so long as Mr. Xu and/or his Controlled Affiliates continue to beneficially own at least one-third (33 1/3%) of the Shares of the Company beneficially owned by Mr. Xu and/or his Controlled Affiliates immediately upon the Closing; and
 - (C) one (1) so long as Mr. Xu and/or his Controlled Affiliates continue to beneficially own less than least one-third (33 1/3%) of the ordinary shares of the Company but at least eight percent (8%) of all issued and outstanding Shares of the Company.

Notwithstanding the foregoing, in the event that Mr. Xu and his Controlled Affiliates no longer hold at least eight percent (8%) of all issued and outstanding shares of the Company, Mr. Xu’s Designees’ continued service as a director shall be subject to the provisions of Section 2.1(e).

At the Closing, Mr. Xu’s Designees shall be Mr. Xu, Mr. Jianguang Wu, Mr. Yongming Zhang and Mr. Xiaoyi Niu;

- (d) the individual(s) designated jointly by all the Shareholders for nomination or appointment as director of the Company from time to time (each individual, an “**Joint Designee**” and collectively, “**Joint Designees**”). The aggregate number of Joint Designee(s) shall be:
- (i) one (1) during the Transitional Period; and
 - (ii) three (3) after the Transitional Period, so long as with respect to each Shareholder,
 - (A) Ms. Zhu and/or her Controlled Affiliates continue to beneficially own at least five percent (5%) of all issued and outstanding ordinary shares of the Company;
 - (B) Ms. Wang and/or her Controlled Affiliates continue to beneficially own at least five percent (5%) of all issued and outstanding ordinary shares of the Company; and

- (C) Mr. Xu and/or his Controlled Affiliates continue to beneficially own at least eight percent (8%) of all issued and outstanding ordinary shares of the Company.

For avoidance of any doubt, if the beneficial ownership of any Shareholder together with his/her Controlled Affiliate becomes less than the respective minimum number as set forth in this Section 2.1(d), the Joint Designees shall be jointly designated by the other two (2) Shareholders and if only one Shareholder together with his or her Controlled Affiliate beneficially owns the applicable minimum number of the ordinary shares of the Company, the Joint Designees shall be designated by such Shareholder.

- (e) To the extent that any of Sections 2.1(a), (b), (c) or (d) above shall cease to be applicable as such Shareholder holds less than the minimum number of Shares applicable to such Shareholder to be entitled to nominate an individual for election as a director, the Shareholders shall cause the director who would otherwise have been designated in accordance with the terms thereof to resign with immediate effect, unless the Board determines otherwise.

2.2 Agreement to Vote.

During the term of this Agreement, each of the Shareholders agrees to vote or cause to be voted all Shares now or hereafter owned by such Shareholder and his/her Controlled Affiliate in accordance with this Agreement to cause the Designated Directors to be appointed or nominated for election and elected to the Board pursuant to the term of this Agreement:

(a) Shareholder Votes

Each of the Shareholders undertakes and each Shareholder shall cause his/her Controlled Affiliate to, vote or execute consents with respect to all Shares of the Company held (of record or through a brokerage firm or other nominee arrangement) or beneficially owned by such Shareholder or his/her Controlled Affiliates, and take all other necessary or desirable actions (including without limitation attending all meetings of shareholders of the Company in person or by proxy for purposes of obtaining a quorum) to, in accordance with and give effect to the provisions of this Agreement to cause (i) the Designated Directors to be designated for nomination for election to the Board and to be elected to the Board, including for the purpose of filling any vacancies, at any meeting of the shareholders of the Company at which a vote is held to elect a director or otherwise pursuant to any written consent of the shareholders of the Company and (ii) prevent the removal of any of the Designated Directors unless (i) such Shareholder is directed to do so by the relevant Shareholder(s) who designate(s) such Designated Director (the "Designating Shareholder(s)") in writing, and if so directed by the Designated Shareholder(s), to cause such removal and the election of a replacement Designated Director to be designated by the Designating Shareholder(s) in writing or (ii) for Cause, as resolved by a majority of the directors of the Board (other than such Designated Director) in office at such time, and in such event, to cause the election of a replacement Designated Director to be designated by the Designating Shareholder(s) in writing.

(b) Director Votes

Each of the Shareholders undertakes and each Shareholder shall cause his/her Controlled Affiliate to cause the directors appointed or nominated by such Shareholders to vote or execute consents, and take all other necessary or desirable actions (including without limitation attending all meetings of the Board in person or by proxy for purposes of obtaining a quorum but only to the fullest extent permitted in accordance with fiduciary duties and any other applicable law) to (i) cause each of the Designated Directors to be designated for appointment or nomination to the Board, including to fill any vacancies, at any meeting of the Board at which a vote is held to appoint or nominate a director or otherwise pursuant to any written consent of the Board, and to call an annual general meeting or extraordinary general meeting of shareholders of the Company to elect the Designated Directors to the Board and (ii) prevent the removal of any Designated Director unless (i) the Shareholder is directed to do so by the Designating Shareholder(s) in writing, and if so directed by the Designating Shareholder(s), to cause such removal and the appointment or nomination of a replacement Designated Director to be designated by the Designating Shareholder(s) in writing or (ii) for Cause, and in such event, to cause the appointment or nomination of a replacement Designated Director to be designated by the Designating Shareholder(s) in writing.

2.3 Failure to Designate a Board Member.

In the absence of any designation from a Shareholder with the right to designate a director as specified hereunder, any such undesignated director seat shall remain vacant until such designee is chosen, and the remaining members of the Board shall continue to operate as a fully functioning Board and such vacancy shall not affect the constitution of the quorum of the Board meeting.

2.4 Co-chairman of the Board.

During the Transitional Period, each of the Shareholders agrees to take, or cause his/her Controlled Affiliates to take such actions as is necessary or desirable under the applicable law, to cause the Board to have two co-chairmen, and to cause (i) one of Mr. Xu's Designees nominated by Mr. Xu and (ii) one of Ms. Zhu's Designees nominated by Ms. Zhu, to be appointed or elected as the co-chairmen of the Board.

3. **Further Assurances.**

3.1 No Liability for Election of Recommended Directors.

No Shareholder, nor any Affiliate of any such Shareholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Shareholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

3.2 Subsidiary Boards.

Except as otherwise unanimously agreed by the Board, the Shareholders shall cause the Board to elect the same persons set forth in this Section 2 to be elected as the members of the board of directors or managers of all Subsidiaries of the Company.

3.3 Amendment to Articles.

To the extent permitted by the applicable Laws, in the event of any conflict exists between the provisions of this Agreement and the provisions of the Amended Articles of the Company, the provisions of this Agreement shall prevail as between the Shareholders only and each Shareholder undertakes to, and shall cause his/her Controlled Affiliate to, as soon as practicable, take all necessary or desirable actions (including without limitation calling for, attending and voting on a meeting of shareholders of the Company) to amend the Memorandum and Articles, to the extent permitted by applicable laws, and give effect to an amendment to the Amended Articles of the Company so as to ensure conformity with the terms of this Agreement.

3.4 Covenants.

The Shareholders agree to use their respective best efforts to ensure that the rights granted under this Agreement are effective and that the Shareholders enjoy the benefits of this Agreement.

4. **Miscellaneous.**

4.1 Term.

This Agreement shall be effective as of the date of the Closing (as defined in the SPA) and shall continue in effect until and shall terminate upon the earliest to occur of (a) with respect to any Shareholder, if such Shareholder or his/her Affiliates no longer holds any Shares of the Company; and (b) termination of this Agreement by the parties hereof in writing.

4.2 Further Assurances.

The parties agree to (a) execute and deliver to each other such other documents and (b) do such other acts and things as a party may reasonably request for the purpose of carrying out the intent of this Agreement, the transactions under the SPA, and the documents to be delivered pursuant to this Agreement.

4.3 Entire Agreement.

This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement.

4.4 Amendment.

This Agreement may only be amended, supplemented, or otherwise modified by the parties in writing.

4.5 Assignments and Successors.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.6 No Third-Party Rights.

Other than the parties hereto and respective successors and assigns, no Person will have any legal or equitable right, remedy, or claim under or with respect to this Agreement. This Agreement may be amended or terminated, and any provision of this Agreement may be waived, without the consent of any Person who is not a party to the Agreement.

4.7 Specific Enforcement.

The parties hereto acknowledges and agrees that the parties hereto would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the any Party hereto could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party hereto may be entitled at law or in equity, such party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to obtain temporary, preliminary, and permanent injunctive relief to prevent breaches or threatened breaches, without posting any bond or giving any other undertaking.

4.8 Remedies Cumulative.

The rights and remedies of the parties are cumulative and not alternative.

4.9 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

4.10 Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or invalidity thereof, shall, so far as it is possible, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Section 4.9. The appointing authority shall be Hong Kong International Arbitration Centre (“**HKCIAC**”). The seat of the arbitration shall be Hong Kong. There shall be three (3) arbitrators. The Party initiating the arbitration, on the one hand, and the other parties against which arbitration is brought, on the other hand, shall be entitled to designate one arbitrator each. The two arbitrators shall consult with each other to agree upon the selection of a third arbitrator. The arbitration shall be conducted in the English language. Evidence and testimony may be presented in any language, including a language other than English providing it is accompanied by an English translation thereof (which translation shall have been certified and prepared or given at the sole cost of the Party offering such evidence or testimony). The arbitral award shall be in English writing and, unless the parties to the arbitration agree otherwise, shall state the reasons upon which it is based. The award shall be final and binding on the parties to the arbitration.

4.11 Attorney's Fees.

In the event any claim, action, suit, proceeding, arbitration, complaint, charge or investigation is brought in respect of this Agreement or any of the documents referred to in this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such Proceeding, in addition to any relief to which such party may be entitled.

4.12 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable laws, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be waived by a Party, in whole or in part, unless made in a writing signed by such Party; (b) a waiver given by a Party will only be applicable to the specific instance for which it is given; and (c) no notice to or demand on a Party will (i) waive or otherwise affect any obligation of that Party or (ii) affect the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

4.13 Notices.

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers or e-mail addresses, in each case marked to the attention of the Person (by name or title) designated below (or to such other address, facsimile number, e-mail address, or Person as a Party may designate by notice to the other parties):

Ms. Xiaoxia Zhu:

23A, Block 3, Peak One
Tung Lo Wan Hill Road
Tai Wai, Shatin, New Territories
Hong Kong
E-mail address: xiaoxiazhu2009@hotmail.com

with a copy to: Dechert

Attention: David K. Cho/Yang Wang
27/F, Henley Building
5 Queen's Road Central, Hong Kong.
E-mail address: david.cho@dechert.com; yang.wang@dechert.com

Ms. Huimin Wang

No.42, XiaDuHuaYuan
No. 2000 JianHe Road (near HongQiao Road)
ChangNing District
Shanghai, China
E-mail address: huimin.wang@xiaonanguo.com

with a copy to: Dechert

Attention: David K. Cho/Yang Wang
27/F, Henley Building
5 Queen's Road Central, Hong Kong.
E-mail address: david.cho@dechert.com; yang.wang@dechert.com

Mr. Maodong Xu

Third Floor, Chuangxin Building
No. 18 Xinxu Road, Haidian District, Beijing
People's Republic of China
E-mail address: ModernXu@55.com

4.14 Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.15 Time of Essence.

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

4.16 Counterparts and Electronic Signatures.

- (a) This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

- (b) A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

MS. XIAOXIA ZHU

/s/ Xiaoxia Zhu

MS. HUIMIN WANG

/s/ Huimin Wang

MR. MAODONG XU

/s/ Maodong Xu

[Signature Page to Voting Agreement]

REGISTRATION RIGHTS AGREEMENT

TABLE OF CONTENTS

	<u>Pages</u>
1. DEFINITIONS	3
1.1 Definitions	3
2. REGISTRATION RIGHTS	5
2.1 Request for Registration	5
2.2 Piggyback Registration	7
2.3 Form F-3 Registration	8
2.4 Obligations of the Company	9
2.5 Furnish Information	11
2.6 Expenses of Registration	12
2.7 Underwriting Requirements	13
2.8 Delay of Registration	13
2.9 Indemnification	13
2.10 Reports Under the Exchange Act	16
2.11 Assignment of Registration Rights	17
2.12 No Registration Rights to Third Parties	17
2.13 Termination of Registration Rights	18
3. MISCELLANEOUS	18
3.1 Effectiveness and Termination	18
3.2 Conditions Precedent to Registration	18
3.3 Entire Agreement	18
3.4 Successors and Assigns	18
3.5 Amendments and Waivers	18
3.6 Notices	19
3.7 Severability	19
3.8 Governing Law	19
3.9 Counterparts	19
3.10 Titles and Subtitles	19
3.11 Dispute Resolution	19
3.12 Rights Cumulative; Specific Enforcement	20
3.13 Further Assurances	20
3.14 No Waiver	20
3.15 Delays or Omissions	20
3.16 Counterparts and Electronic Signatures	21

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”) is dated as of June 8, 2015, by and between Wowo Limited, a company duly incorporated and validly existing under the laws of the Cayman Islands (the “**Company**”), and each of the parties set forth in Schedule 1 hereto (the “**Rights Holders**”). The Company and the Rights Holders are each referred to herein as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Company, New Admiral Limited, a company duly incorporated and validly existing under the laws of the Cayman Islands and certain other parties thereto entered into a Share Purchase Agreement dated June 5, 2015 (the “**Share Purchase Agreement**”), pursuant to which the Company agreed to enter into a registration rights agreement with the Rights Holders at or prior to the occurrence of the closing contemplated under the Share Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions

As used in this Agreement, the following terms have the respective meanings set forth below:

“**ADSs**” means the American depositary shares of the Company.

“**Affiliate**” means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, including, without limitation, any officer, director, employee, member, partner or shareholder of such Person and any venture capital fund now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or shares the same management company with, such Person.

“**Agreement**” has the meaning set forth in the preamble.

“**automatic shelf registration statement**” has the meaning set forth in Section 2.4(j).

“**Company**” has the meaning set forth in the preamble.

“**Company Securities**” means (i) Ordinary Shares, (ii) securities convertible into or exchangeable for Ordinary Shares, (iii) any options, warrants or other rights to acquire Ordinary Shares and (iv) any depositary receipts or similar instruments issued in respect of Ordinary Shares.

“**Exchange Act**” means the Securities Exchange Act of 1934 of the United States, as amended (and any successor thereto), and the rules and regulations promulgated thereunder.

“**Form F-3**” means such respective forms under the Securities Act as in effect on the date hereof or any successor form under the Securities Act that permits significant incorporation by reference of the Company’s subsequent public filings under the Exchange Act.

“**HKIAC**” has the meaning set forth in [Section 3.11](#).

“**Immediate Family Member**” has the meaning set forth in [Section 2.11](#).

“**Initiating Holders**” has the meaning set forth in [Section 2.1\(b\)](#).

“**Ordinary Shares**” means the ordinary shares in the capital of the Company, par value of US\$0.00001 per share.

“**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

“**register**,” “**registered**,” or “**registration**” refers to a registration effected by preparing and filing a registration statement or similar document in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

“**Registrable Securities**” means (i) any Ordinary Shares acquired by the Rights Holders pursuant to the Share Purchase Agreement and any other Ordinary Shares owned or hereafter acquired by the Rights Holders, other than shares for which registration rights have terminated pursuant to [Section 2.13](#) hereof, and (ii) any other Ordinary Shares of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares listed in clauses (i); provided, however, that the foregoing definition shall exclude in all cases any Registrable Securities sold by a person in a transaction in which his or her rights under this Agreement are not assigned. Notwithstanding the foregoing, Ordinary Shares or other securities shall only be treated as Registrable Securities if and so long as (A) they have not been sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction, (B) they have not been sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act under Section 4(1) thereof so that all transfer restrictions, and restrictive legends with respect thereto, if any, are removed upon the consummation of such sale, or (C) the Rights Holder thereof is entitled to exercise any right provided in [Article 2](#) in accordance with [Section 2.13](#) below.

“**Registrable Securities then outstanding**” means the number of Ordinary Shares of the Company that are Registrable Securities and are then issued and outstanding or would be outstanding assuming full conversion of all securities, warrants or other rights which are, directly or indirectly, convertible, exercisable or exchangeable into or for Registrable Securities.

“**Rights Holders**” has the meaning set forth in the preamble.

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities Act**” means the United States Securities Act of 1933, as amended (and any successor thereto) and the rules and regulations promulgated thereunder.

“**Share Purchase Agreement**” has the meaning set forth in the recitals.

“**Violation**” has the meaning set forth in [Section 2.9\(a\)](#).

“**WKSJ**” has the meaning set forth in [Section 2.4\(j\)](#).

2. REGISTRATION RIGHTS

2.1 [Request for Registration.](#)

- (a) If the Company shall receive at any time a written request from the Rights Holders of at least ten percent (10%) of the Registrable Securities then outstanding that the Company file a registration statement under the Securities Act with an anticipated aggregate offering price (before deduction of underwriting discounts, commissions and expenses) of at least US\$10,000,000, then the Company shall, within ten (10) days of the receipt thereof, give written notice of such requests to all Rights Holders and shall, subject to the limitations of [subsection 2.1\(b\)](#), use its best efforts to file as soon as practicable, and in any event within ninety (90) days of the receipt of such requests, a registration statement under the Securities Act covering all Registrable Securities which the Rights Holders request to be registered within twenty (20) days of the mailing of such notice by the Company.
- (b) If the Rights Holders initiating the registration request hereunder (“**Initiating Holders**”) intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this [Section 2.1](#) and the Company shall include such information in the written notice referred to in [subsection 2.1\(a\)](#). The underwriter will be selected by a majority in interest of the Initiating Holders and shall be reasonably acceptable to the Company. In such event, the right of any Rights Holder to include its Registrable Securities in such registration shall be conditioned upon such holder’s participation in such underwriting and the inclusion of such Registrable Securities in the underwriting (unless otherwise mutually agreed by a majority in interest of the Initiating Holders and such holder) to the extent provided herein. All Rights Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in [subsection 2.4\(e\)](#)) enter into an underwriting agreement in customary form with the underwriter or underwriters of internationally recognized standing selected for such underwriting reasonably acceptable to the holders of at least a majority of the voting power of all Registrable Securities proposed to be included in such registration. Notwithstanding any other provision of this [Section 2.1](#), if the underwriter advises the Initiating Holders in writing that marketing factors require a limitation of the number of shares to be underwritten, then the Initiating Holders shall so advise all holders of Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of shares of such Registrable Securities that may be included in the underwriting shall be allocated among all participating Rights Holders thereof, including the Initiating Holders, in proportion (as nearly as practicable) to the amount of Registrable Securities owned by each participating Rights Holder; provided, however, that the number of shares of Registrable Securities to be included in such underwriting shall not be reduced unless all other Company Securities are first entirely excluded from the underwriting; provided further that any Initiating Holder shall have the right to withdraw its request for registration from the underwriting by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the registration statement, and such withdrawal request for registration shall not be deemed to constitute one of the registration rights granted pursuant to this [Section 2.1](#). If any Rights Holder disapproves the terms of any underwriting, such holder may elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwritten offering shall be withdrawn from the registration. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to a Rights Holder to the nearest one hundred (100) shares.

- (c) Notwithstanding the foregoing, if the Company shall furnish to Rights Holders requesting a registration statement pursuant to this Section 2.1, a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such registration statement to be filed and it is therefore essential to defer the filing of such registration statement, the Company shall have the right to defer such filing for a period of not more than one hundred twenty (120) days after receipt of the request of the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any 12-month period; provided further that during such one hundred twenty (120)-day period, the Company shall not file any registration statement pertaining to the public offering of any Company Securities.
- (d) In addition, the Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to this Section 2.1:
 - (i) after the Company has effected six (6) registrations pursuant to this Section 2.1 and such registrations have been declared or ordered effective;

- (ii) in response to the demand for registration by any Initiating Holder or any of its Affiliates pursuant to this Section 2.1, after the Company has effected two (2) registrations pursuant to such Initiating Holder's or its Affiliate's demand for registration pursuant to this Section 2.1 and such registrations have been declared or ordered effective;
- (iii) during the period starting with the date ninety (90) days prior to the Company's good faith estimate of the date of filing of, and ending on a date ninety (90) days after the effective date of, a registration subject to Section 2.2 hereof; provided that the Company is actively employing in good faith its best efforts to cause such registration statement to become effective and that the Holders are entitled to join such registration in accordance with Section 2.2 hereof; or
- (iv) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form F-3 pursuant to a request made pursuant to Section 2.3 below.

2.2 Piggyback Registration.

If (but without any obligation to do so) the Company proposes to register (including for this purpose a registration effected by the Company for shareholders other than the Rights Holders) any of Company Securities under the Securities Act in connection with the public offering of such securities solely for cash (other than a registration relating solely to the sale of securities to participants in a Company share option, share purchase or similar plan or a transaction covered by Rule 145 under the Securities Act, a registration in which the only shares being registered are Ordinary Shares issuable upon conversion of debt securities which are also being registered, or any registration on any form which does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities), the Company shall, at such time, promptly give each Rights Holder written notice of such registration. Upon the written request of each Rights Holder given within twenty (20) days after mailing of such notice by the Company in accordance with Section 3.5, the Company shall, subject to the provisions of Section 2.7, use its best efforts to cause to be registered under the Securities Act all of the Registrable Securities that each such Rights Holder has requested to be registered. Registration pursuant to this Section 2.2 shall not be deemed to be a demand registration as described in Section 2.1 above. If a Rights Holder decides not to include all or any of its Registrable Securities in such registration by the Company, such Rights Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of Company Securities, all upon the terms and conditions set forth herein. There shall be no limit on the number of times the Rights Holders may request registration of Registrable Securities under this Section 2.2.

2.3 Form F-3 Registration.

The Company shall use its best efforts to qualify for registration on Form F-3. In case the Company shall receive from any Rights Holder or Rights Holders of not less than twenty percent (20%) of the Registrable Securities then outstanding a written request or requests that the Company effect a registration on Form F-3 or any comparable or successor form and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Rights Holder(s), the Company shall:

- (a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Rights Holders; and
- (b) use its best efforts to effect, as soon as practicable, such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Rights Holder's or Rights Holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Rights Holders joining in such request as are specified in a written request given within 15 days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance, pursuant to this Section 2.3:
 - (i) if Form F-3 is not available for such offering by the Rights Holders;
 - (ii) if the Rights Holders intend to sell Registrable Securities at an aggregate price to the public (after the deduction of any underwriters' discounts or commissions) of less than US\$500,000;
 - (iii) if the Company shall furnish to the Rights Holders a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its shareholders for such Form F-3 Registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form F-3 registration statement for a period of not more than one hundred twenty (120) days after receipt of the request of the right Holder(s) under this Section 2.3; provided, however, that the Company shall not utilize this right more than once in any 12-month period; provided further that during such one hundred twenty (120)-day period, the Company shall not file any registration statement pertaining to the public offering of any Company Securities ; or
 - (iv) if, within the 12-month period preceding the date of such request, the Company has already effected two (2) registrations on Form F-3 for the Rights Holders pursuant to this Section 2.3; or (v) during the period ending one hundred eighty (180) days after the effective date of a registration statement subject to Section 2.2; provided that the Rights Holders are entitled to join such registration in accordance with Section 2.2 hereof.

- (c) Subject to the foregoing, the Company shall file a registration statement covering the Registrable Securities as soon as practicable after receipt of the request or requests of the Rights Holders. Registrations effected pursuant to this Section 2.3 shall not be counted as demands for registration or registrations effected pursuant to Sections 2.1 or 2.2, respectively. Subject to the Section 2.3(b), there shall be no limit on the number of times the Rights Holders may request registration of Registrable Securities under this Section 2.3.

2.4 Obligations of the Company.

Whenever required under this Article 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

- (a) Prepare and file with the SEC a registration statement with respect to such Registrable Securities, and use its best efforts to cause such registration statement to become effective, and, upon the request of the Rights Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for up to ninety (90) days or until the distribution described in such registration statement is completed, if earlier. In the case of any registration of Registrable Securities on Form F-3 which are intended to be offered on a continuous or delayed basis, such ninety (90)-day period shall be extended, if necessary, to keep the registration statement effective until all such Registrable Securities are sold, provided that Rule 415, or any successor rule under the Securities Act, permits an offering on a continuous or delayed basis, and provided further that applicable rules under the Securities Act governing the obligation to file a post-effective amendment permit, in lieu of filing a post-effective amendment that (i) includes any prospectus required by Section 10(a)(3) of the Securities Act or (ii) reflects facts or events representing a material or fundamental change in the information set forth in the registration statement, the incorporation by reference of information required to be included in (i) and (ii) above to be contained in periodic reports filed pursuant to Section 13 or 15(d) of the Exchange Act in the registration statement.
- (b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for up to ninety (90) days or until the distribution described in such registration statement is completed, if earlier.
- (c) Furnish to the Rights Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them.
- (d) Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Rights Holders, provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

- (e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Rights Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.
- (f) Notify each Rights Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, or if in the opinion of counsel for the Company it is necessary to supplement or amend such prospectus to comply with law, and at the request of any such Rights Holder promptly prepare and furnish to such Rights Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made or such prospectus, as supplemented or amended, shall comply with law.
- (g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.
- (h) Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.
- (i) Use its best efforts to furnish, at the request of any Rights Holder requesting registration of Registrable Securities pursuant to this Article 2, on the date that such Registrable Securities are delivered to the underwriters for sale in connection with a registration pursuant to this Article 2, if such securities are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters and (ii) a letter dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

- (j) To the extent the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (a “WKSI”) at the time any request for registration is submitted to the Company in accordance with Section 2.3, if so requested, file an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an “**automatic shelf registration statement**”) to effect such registration.
- (k) If (i) the Company determines that it is not a WKSI, (ii) the registration statement is required to be kept effective in accordance with this Agreement, and (iii) the registration rights of the applicable Rights Holders have not terminated, promptly amend the registration statement onto a form the Company is then eligible to use or file a new registration statement on such form, and keep such registration statement effective in accordance with the requirements otherwise applicable under this Agreement.
- (l) If (i) a registration made pursuant to a shelf registration statement is required to be kept effective in accordance with this Agreement after the third anniversary of the initial effective date of the shelf registration statement and (ii) the registration rights of the applicable Rights Holders have not terminated, file a new registration statement with respect to any unsold Registrable Securities subject to the original request for registration prior to the end of the three year period after the initial effective date of the shelf registration statement, and keep such registration statement effective in accordance with the requirements otherwise applicable under this Agreement.
- (m) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC.

2.5 Furnish Information.

It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Article 2 with respect to the Registrable Securities of any selling Rights Holder that such Rights Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Rights Holder’s Registrable Securities. The Company shall have no obligation with respect to any registration requested pursuant to Section 2.1 or Section 2.3 of this Agreement if, as a result of the application of the preceding sentence, the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company’s obligation to initiate such registration as specified in subsection 2.1(a) or subsection 2.3(b), whichever is applicable.

2.6 Expenses of Registration.

- (a) Demand Registration. All expenses (other than underwriting discounts and commissions and ADS issuance and stock transfer taxes and fees) incurred in connection with registrations, filings or qualifications pursuant to Section 2.1 for each Rights Holder (which right may be assigned as provided in Section 2.11), including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company, and the reasonable fees and disbursements of one counsel for the selling Rights Holders selected by them with the approval of the Company, which approval shall not be unreasonably withheld, shall be borne by the Company. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any underwriting, broker or similar fees or commissions of any Rights Holder. Notwithstanding the foregoing, the Company shall not be required to bear any costs and expenses provided in this Section 2.6(a) for the registration proceeding begun pursuant to Section 2.1, if the registration request is subsequently withdrawn at the request of the Rights Holders of a majority of the Registrable Securities to be registered, unless if at the time of such withdrawal, the Rights Holders have learned of a material adverse change in the condition, business, or prospects of the Company not known to the Rights Holders at the time of their request for such registration and have withdrawn their request for registration with reasonable promptness after learning of such material adverse change (in which case such registration shall not constitute the use of a demand registration pursuant to Section 2.1).
- (b) Piggyback Registration. All expenses (other than underwriting discounts and commissions and ADS issuance and stock transfer taxes and fees) incurred in connection with registrations, filings or qualifications of Registrable Securities pursuant to Section 2.2 for each Rights Holder, including (without limitation) all registration, filing, and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel for the Rights Holders selected by them with the approval of the Company, which approval shall not be unreasonably withheld, shall be borne by the Company.
- (c) Registration on Form F-3. All expenses (other than underwriting discounts and commissions and ADS issuance and stock transfer taxes and fees) incurred in connection with a registrations, filings or qualifications pursuant to Section 2.3 for each Rights Holder, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company and the reasonable fees and disbursements of one counsel for the selling Holder or Holders selected by them with the approval of the Company, which approval shall not be unreasonably withheld, shall be borne by the Company.

2.7 Underwriting Requirements.

In connection with any offering involving an underwriting of the Company's capital shares, the Company shall not be required under Section 2.2 to include any of the Rights Holders' securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters of internationally recognized standing selected by it (or by other persons entitled to select the underwriters), and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of the Company Securities, including Registrable Securities, requested by shareholders to be included in such offering exceeds the amount of securities that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such Company Securities, including Registrable Securities, which the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling shareholders according to the total amount of securities entitled to be included therein owned by each selling shareholder or in such other proportions as shall mutually be agreed to by such selling shareholders) but in no event shall (i) the amount of Registrable Securities of the selling Rights Holders included in the offering be reduced below twenty-five percent (25%) of the total amount of the Registrable Securities included in such offering, or (ii) any other Company Securities held by any shareholder other than the selling Rights Holders be included if any Registrable Securities held by any selling Rights Holders are excluded. For the avoidance of doubt, the rights of Rights Holders to be included in such an offering shall be pari passu with each other. For purposes of the preceding parenthetical concerning apportionment, for any selling shareholder which is a Rights Holder or which is a venture capital fund, partnership or corporation, the partners, retired partners, the affiliated venture capital funds and shareholders of such Rights Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing persons shall be deemed to be a single "selling shareholder," and any pro-rata reduction with respect to such "selling shareholder" shall be based upon the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such "selling shareholder," as defined in this sentence. If any Rights Holder disapproves the terms of any underwriting, the Rights Holder may elect to withdraw therefrom by written notice to the Company and the underwriters delivered at least ten (10) days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from the underwritten offering shall be withdrawn from the registration.

2.8 Delay of Registration.

No Rights Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Article 2.

2.9 Indemnification.

In the event any Registrable Securities are included in a registration statement under Article 2:

- (a) To the extent permitted by law, the Company will indemnify and hold harmless each Rights Holder, any underwriter (as such term is defined in the Securities Act) for such Rights Holder and each Person, if any, who controls such Rights Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a “**Violation**”): (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law; and the Company will pay to each such Rights Holder, underwriter or controlling Person, as incurred, any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this subsection 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable to any Rights Holder, underwriter or controlling Person for any such loss, claim, damage, liability, or action to the extent that it arises solely out of or is based solely upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by any such Rights Holder, underwriter or controlling Person.
- (b) To the extent permitted by law, each selling Rights Holder that has included Registrable Securities in a registration will, severally and not jointly, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter, any other Rights Holder selling securities in such registration statement and any controlling Person of any such underwriter or other Rights Holders, against any losses, claims, damages, or liabilities (joint or several) to which any of the foregoing Persons may become subject, under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Rights Holder expressly for use in connection with such registration; and each such Rights Holder will pay, as incurred, any legal or other expenses reasonably incurred by any Person intended to be indemnified pursuant to this subsection 2.9(b), in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this subsection 2.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Rights Holder, which consent shall not be unreasonably withheld; provided, that in no event shall any indemnity under this subsection 2.9(b) plus any amount under subsection 2.9(d) exceed the net proceeds from the offering out of which such Violation arises received by such Rights Holder, except in the case of willful fraud by such Rights Holder.

- (c) Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel mutually satisfactory to the Parties; provided, however, that an indemnified party (together with all other indemnified Parties which may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonable fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.9 to the extent the indemnifying party is prejudiced as a result thereof, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.
- (d) If the indemnification provided for in this Section 2.9 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations; provided, that in no event shall any contribution by a Rights Holder under this subsection 2.9(d) plus any amount under subsection 2.9(b) exceed the net proceeds from the offering received by such Rights Holder, except in the case of willful fraud by such Rights Holder. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

- (e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.
- (f) The obligations of the Company and Rights Holders under this Section 2.9 shall survive the completion of any offering of Registrable Securities in a registration statement under this Article 2, and otherwise.

2.10 Reports Under the Exchange Act.

With a view to making available to the Rights Holders the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the SEC that may at any time permit a Rights Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form F-3, the Company agrees to:

- (a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times after ninety (90) days after the effective date of the first registration statement filed by the Company for the offering of its securities to the general public so long as the Company remains subject to the periodic reporting requirements under Sections 13 or 15(d) of the Exchange Act;
- (b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and
- (c) furnish to any Rights Holder, so long as the Rights Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after the effective date of the first registration statement filed by the Company), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form F-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing any Rights Holder of any rule or regulation of the SEC which permits the selling of any such securities without registration or pursuant to such form.

2.11 Assignment of Registration Rights.

The rights to cause the Company to register Registrable Securities pursuant to this Article 2 may be assigned (but only with all related obligations) by a Rights Holder to a transferee or assignee (i) of at least 100,000 shares of such securities (as adjusted for share splits, share combinations, share dividends and the like) (or if the transferring Rights Holder owns less than 100,000 shares of such securities, then all Registrable Securities held by the transferring Rights Holder), (ii) that is a subsidiary, Affiliate, parent, partner, limited partner, retired partner, member, retired member and/or shareholder of a Rights Holder, (iii) that is an affiliated fund or entity of the Rights Holder, which means with respect to a limited liability company or a limited liability partnership, a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company, (iv) who is a Rights Holder's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, cousin, nephew, niece, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (such a relation, a Rights Holder's "**Immediate Family Member**", which term shall include adoptive relationships), or (v) that is a trust for the benefit of an individual Rights Holder or such Rights Holder's Immediate Family Member, provided the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned; and provided, further, that such assignment shall be effective only if the transferee agrees to be bound by this Agreement and immediately following such transfer the further disposition of such securities by the transferee or assignee is restricted under the Securities Act. For the purposes of determining the number of shares of Registrable Securities held by a transferee or assignee, the holdings of transferees and assignees of (x) a partnership who are partners or retired partners of such partnership, or (y) a limited liability company who are members or retired members of such limited liability company (including Immediate Family Members of such partners or members who acquire Registrable Securities by gift, will or intestate succession) shall be aggregated together and with the partnership or limited liability company; provided that all assignees and transferees who would not qualify individually for assignment of registration rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices or taking any action under Article 2.

2.12 No Registration Rights to Third Parties.

Except otherwise provided in Section 2.11, from and after the date of this Agreement, the Company shall not, without the prior written consent of all Rights Holders of Registrable Securities then outstanding, the Company covenants and agrees that it shall not grant, or cause or permit to be created, for the benefit of any person or entity any registration rights of any kind (whether similar to the demand, "piggyback" or Form F-3 registration rights described in this Section 2, or otherwise) relating to any securities of the Company which are senior to, or on a parity with, those granted to the Rights Holders in this Agreement.

2.13 Termination of Registration Rights.

No Rights Holder shall be entitled to exercise any right provided for in this Article 2 during any period that Rule 144 under the Securities Act is available for the sale of all of such Rights Holder's shares without registration without volume or manner of sale limitation.

3. MISCELLANEOUS

3.1 Effectiveness and Termination.

This Agreement shall be effective as to the Parties as of the date hereof. This Agreement shall terminate upon the termination of the registration rights pursuant to Section 2.13.

3.2 Conditions Precedent to Registration

The Parties agree and acknowledge that the Registrable Securities acquired under the Share Purchase Agreement shall not be registered in accordance with Section 2.1, Section 2.2 or Section 2.3 hereunder until the expiry of the Distribution Compliance Period (as defined under the Share Purchase Agreement).

The Parties also agree and acknowledge that Registrable Securities beneficially owned by Mr. Maodong Xu, Ms. Huimin Wang and Ms. Xiaoxia Zhu (collectively, the "**Key Persons**") as of June 8, 2015 shall not be registered in accordance with Section 2.1, Section 2.2 or Section 2.3 unless those Registrable Securities become transferrable, as provided in the lock-up agreements executed by each of the Key Persons on June 8, 2015.

3.3 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the Parties are expressly cancelled.

3.4 Successors and Assigns.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

3.5 Amendments and Waivers.

Any term of this Agreement may be amended or waived only with the written consent of each Parties.

3.6 Notices.

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when (a) delivered to the following address by hand or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address or (b) transmitted electronically to the following facsimile numbers or e-mail addresses, in each case marked to the attention of the Person (by name or title) designated in Schedule 2 (or to such other address, facsimile number, e-mail address, or Person as a Party may designate by notice to the other Party).

3.7 Severability.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.8 Governing Law.

This Agreement and all acts and transactions pursuant hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

3.9 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

3.10 Titles and Subtitles.

The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

3.11 Dispute Resolution.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, breach, termination or invalidity thereof, shall, so far as it is possible, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Section 3.11. The appointing authority shall be Hong Kong International Arbitration Centre (“**HKIAC**”). The seat of the arbitration shall be Hong Kong. There shall be three (3) arbitrators. The Company, on the one hand, and the Rights Holders, on the other hand, shall be entitled to designate one arbitrator each. The two arbitrators shall consult with each other to agree upon the selection of a third arbitrator. The arbitration shall be conducted in the English language. Evidence and testimony may be presented in any language, including a language other than English providing it is accompanied by an English translation thereof (which translation shall have been certified and prepared or given at the sole cost of the Party offering such evidence or testimony). The arbitral award shall be in English writing and, unless the parties to the arbitration agree otherwise, shall state the reasons upon which it is based. The award shall be final and binding on the parties to the arbitration.

3.12 Rights Cumulative; Specific Enforcement.

Each and all of the various rights, powers and remedies of a Party will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Party may have at Law or in equity in the event of the breach of any of the terms of this Agreement. Without limiting the foregoing, the Parties acknowledge and agree irreparable harm may occur for which money damages would not be an adequate remedy in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunction to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement.

3.13 Further Assurances.

Upon the terms and subject to the conditions herein, each Party agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

3.14 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable laws, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be waived by a Party, in whole or in part, unless made in a writing signed by such Party; (b) a waiver given by a Party will only be applicable to the specific instance for which it is given; and (c) no notice to or demand on a Party will (i) waive or otherwise affect any obligation of that Party or (ii) affect the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

3.15 Delays or Omissions.

No delay or omission to exercise any right, power or remedy accruing to any Party under this Agreement, upon any breach or default of any other Party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Unless otherwise expressly provided hereunder, any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

3.16 Counterparts and Electronic Signatures.

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

COMPANY:

WOWO LIMITED

By: /s/ Maodong Xu
Name: Maodong Xu
Title: Chairman and Chief Executive Officer

RIGHTS HOLDERS:

New Field Worldwide Ltd

By: /s/ Maodong Xu
Name: Maodong Xu
Title: Director

Link Crossing Limited

By: /s/ Maodong Xu
Name: Maodong Xu
Title: Director

Blue Ivy Holdings Limited

By: /s/ Maodong Xu
Name: Maodong Xu
Title: Director

Mr. Maodong Xu

/s/ Maodong Xu

浙江向阳渔港集团股份有限公司

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory

Extensive Power Limited

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory, as legal attorney
for and on behalf of Extensive Power Limited

Asia Global Develop Limited

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory, as legal attorney
for and on behalf of Asia Global Develop Limited

Global Oriental Development Limited

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory, as legal attorney
for and on behalf of Global Oriental Development Limited

上海众钜投资管理中心(有限合伙)

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory, as legal attorney
for and on behalf of 上海众钜投资管理中心(有限合伙)

Junhe Investment Pte. Ltd.

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory, as legal attorney
for and on behalf of Junhe Investment Pte. Ltd.

Markland (Hong Kong) Investment Limited

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory

Markland (Hong Kong) Planning Limited

By: /s/ Xiaoxia Zhu
Name: Xiaoxia Zhu
Title: Authorized Signatory, as legal attorney
for and on behalf of Markland (Hong Kong) Planning Limited

Ms. Ning Lin

/s/ Xiaoxia Zhu
Xiaoxia Zhu as legal attorney for and on behalf of Ning Lin

Mr. Youlong Huang

/s/ Xiaoxia Zhu
Xiaoxia Zhu as legal attorney for and on behalf of Youlong Huang

Ms. Wai Poon

/s/ Xiaoxia Zhu
Xiaoxia Zhu as legal attorney for and on behalf of Wai Poon

Mr. Guoping Wu

/s/ Xiaoxia Zhu
Xiaoxia Zhu as legal attorney for and on behalf of Guoping Wu

Mr. Gang Wang

/s/ Xiaoxia Zhu
Xiaoxia Zhu as legal attorney for and on behalf of Gang Wang

Schedule 1

List of Rights Holders

New Field Worldwide Ltd

Link Crossing Limited

Blue Ivy Holdings Limited

Maodong Xu

浙江向阳渔港集团股份有限公司

Extensive Power Limited

Asia Global Develop Limited

Global Oriental Development Limited

上海众钜投资管理中心(有限合伙)

Junhe Investment Pte. Ltd.

Markland (Hong Kong) Investment Limited

Markland (Hong Kong) Planning Limited

Ning Lin

Youlong Huang

Wai Poon

Guoping Wu

Gang Wang

Schedule 2

Notices

The Company: Wowo Limited

Rights Holders: New Field Worldwide Ltd/Link Crossing Limited/Blue Ivy Holdings Limited / Maodong Xu

Attention: Maodong Xu
Third Floor, Chuangxin Building
No. 18 Xixi Road, Haidian District, Beijing
People's Republic of China
E-mail address: ModernXu@55.com

with a copy to: Skadden, Arps, Slate, Meagher & Flom
Attention: Will Cai
42/F, Edinburgh Tower, The Landmark,
15 Queen's Road Central, Hong Kong
E-mail address: will.cai@skadden.com

The Rights Holders: 浙江向阳渔港集团股份有限公司, Extensive Power Limited, Asia Global Develop Limited, Global Oriental Development Limited, 上海众钜投资管理中心(有限合伙), Junhe Investment Pte. Ltd., Markland (Hong Kong) Investment Limited, Markland (Hong Kong) Planning Limited, Ning Lin, Youlong Huang, Wai Poon, Guoping Wu and Gang Wang

Attention: Ms. Xiaoxia Zhu
23A, Block 3, Peak One
Tung Lo Wan Hill Road
Tai Wai, Shatin
New Territories, Hong Kong
E-mail address: xiaoxiazhu2009@hotmail.com

Attention: Ms. Huimin Wang
No.42, XiaDuHuaYuan
No. 2000 JianHe Road (near HongQiao Road)
ChangNing District
Shanghai, China
E-mail address: huimin.wang@xiaonanguo.com

with a copy (for informational purposes only) to:

Dechert
27/F, Henley Building
5 Queen's Road Central, Hong Kong
Attention: David K. Cho/Yang Wang
E-mail address: david.cho@dechert.com; yang.wang@dechert.com

Wowo Limited
Third Floor, Chuangxin Building
No. 18 Xinxu Road, Haidian District, Beijing
People's Republic of China
(Nasdaq: WOWO)

Lock-Up Agreement

June 8, 2015

Ms. Xiaoxia Zhu
23A, Block 3, Peak One
Tung Lo Wan Hill Road
Tai Wai, Shatin, New Territories
Hong Kong

Dear Ms. Xiaoxia Zhu:

Reference is made to the share purchase agreement entered into by shareholders of Join Me Group (HK) Investment Company Limited, New Admiral Limited and Wowo Limited (the “**Company**”) on the date hereof (the “**SPA**”) and a share subscription agreement entered into by Mr. Maodong Xu and the Company on the date hereof (the “**Subscription Agreement**”). All capitalized terms used but not otherwise defined in this letter agreement shall have the same meaning attributed to such term in the SPA.

The SPA requires that Ms. Xiaoxia Zhu and the Company enter into this Agreement, pursuant to which the parties shall agree on certain restrictions on the transfer of the ordinary shares of the Company, par value US\$0.00001 per share (the “**Ordinary Shares**”), whether or not represented by American Depositary Shares (the “**ADSs**”), that are (i) beneficially owned by you as of the date hereof, if any, (ii) acquired by you or your Affiliate as Share Consideration pursuant to the SPA, if any, and (iii) acquired by you or your Affiliate under the Subscription Agreement, if applicable (collectively the “**Lock-Up Shares**”).

You hereby agree that, without the prior written consent of the Company's board of directors, you will not, directly or indirectly, offer, pledge, lend, sell, contract to sell, grant any option to purchase, purchase any option or contract to sell, make any short sale, request the Company to file a registration statement with respect to, or otherwise dispose of that number of the Lock-Up Shares, provided that:

- the restrictions set forth above with respect to one-third (33 1/3%) of the Lock-Up Shares will be removed on the first anniversary of the Closing;
- the restrictions set forth above with respect to on one-third (33 1/3%) of the Lock-Up Shares will be removed on the second anniversary of the Closing; and
- the restrictions set forth above with respect to on the remaining one-third (33 1/3%) of the Lock-Up Shares will be removed on the third anniversary of the Closing.

The foregoing restrictions are expressly agreed to preclude you from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Lock-Up Shares even if such Lock-Up Shares would be disposed of by someone other than you. Such prohibited hedging or other transactions include without limitation (i) any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Lock-Up Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Lock-Up Shares, and/or (ii) any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Shares, whether any such swap or transaction is to be settled by delivery of the Lock-up Shares, in cash or otherwise.

Notwithstanding the foregoing, you may transfer the Lock-Up Shares without the prior consent of the Company's board of directors in connection with (i) transfers of the Lock-Up Shares as a bona fide gift, by will or intestacy or to a family member or trust for the benefit of a family member; *provided* that each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter agreement if the transfer occurs during the relevant restricted periods, (ii) transactions relating to ADSs or Ordinary Shares or other securities acquired from other Sellers after the date hereof, or (iii) transactions relating to ADSs or Ordinary Shares or other securities acquired in open market transactions after the date hereof.

In addition, you hereby agree and consent to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Shares except in compliance with this letter agreement.

No provision in this letter agreement shall be deemed to restrict or prohibit the exercise or exchange by you of any option or warrant to acquire the Lock-up Shares, or securities exchangeable or exercisable for or convertible into the Lock-up Shares, *provided* that the you do not transfer the Lock-Up Shares until otherwise permitted pursuant to the terms of this letter agreement.

You further understand that this letter agreement is irrevocable and shall be binding upon your heirs, legal representatives, successors and assigns.

By signing below, you hereby represent and warrant that the you have the full power and authority to enter into this letter agreement and that this letter agreement constitutes the legal, valid and binding obligation of yours, enforceable in accordance with its terms. Any of your obligations herein shall be binding upon your successors and assigns from the date first above written.

The provisions of Section 12.7 (Modification), 12.11 (Governing Law), Section 12.12 (Dispute Resolution), Section 12.16 (Notices) and Section 12.19 (Counterparts and Electronics Signatures) of the SPA are incorporated by reference and shall apply *mutatis mutandis* to this letter agreement.

[Signature page follows]

Yours truly,

Wowo Limited

By: /s/ Maodong Xu

Name: Maodong Xu

Title: Chairman and Chief Executive Officer

[Signature Page to Lock-up Agreement]

Acknowledged and agreed by:

Ms. Xiaoxia Zhu

/s/ Xiaoxia Zhu

[Signature Page to Lock-up Agreement]
