

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Zeno Group, Inc.

2. Registration Number

6652

3. Name of Foreign Principal

Alibaba.com Singapore E-Commerce Private Limited

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/15/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide PR strategy and counsel in direct coordination with client.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide PR strategy and issues counsel and response.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Provide issues counsel and response activities in coordination with client.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
02/12/2025	Raquel daFonseca	Sign /s/Raquel daFonseca
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

2-12-2025

Raquel daFonseca



AMENDMENT NO.1

This Amendment No.1 to Service Agreement and Scope of Work #2 (the "**Amendment No.1**") is made effective as of January 15, 2025 and is in reference to the Service Agreement made effective as of January 15, 2024 (the "**Agreement**") and Scope of Work #2 made effective as of January 15, 2024 (the "**SOW#2**"), by and between **Alibaba.com Singapore E-Commerce Private Limited** ("**Alibaba**"), and **Zeno Group, Inc.** ("**Service Provider**"), to which this Amendment No. 1 is attached and made a part of, amending and supplementing the Agreement and SOW #2 as follows:

1. Defined Terms.

All capitalized terms unless defined in this Amendment No. 1, shall have the meanings given them in the Agreement and SOW#2.

2. Amendments to the Agreement.

Section 5.i of the Agreement, shall be amended to include the following:

"i. Term. This Agreement shall remain valid from January 15, 2024 to March 31, 2025 (the "Term".)

Termination for convenience. During the Term of this Agreement, either Party may terminate this Agreement and/or any Scope of Work without cause by providing a ninety (45) day prior written notice to the other Party. "

3. Amendments to the SOW #2.

a. The term "**Jan 15 2024-To Jan 14 2025**", shall be amended to include the following:

"Jan 15 2024 to March 31,2025".

b. The clause "Total estimated pass-through charge to Alibaba for FARA filings for 12 month period is \$915 (USD)." shall be amended to include the following: "Total estimated pass-through charge to Alibaba for FARA filings for 14.5 month period is \$1,220 (USD)."

4. General.

a. This Amendment No. 1 replaces and supersedes the Agreement and SOW#2 between Alibaba and Service Provider, written or oral, with respect to its subject matter.

b. Except as expressly amended and supplemented hereby, the Agreement and SOW#2 shall remain in full force and effect.

c. In the event of any conflict between the terms of this Amendment No. 1 and the terms of the Agreement and SOW#2, the terms of this Amendment No. 1 shall prevail but only to the extent of such conflict.

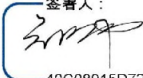
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(Execution Page)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

For and on behalf of
**Alibaba.com Singapore E-Commerce Private
Limited**

For and on behalf of
Zeno Group, Inc

By:  40C08915D72741A...

By:  D67280F8B2484E1...

Name: Ying Peng

Name: Todd Irwin

Title: GM of AE Global Country Business

Title: Managing Director

Date: 2025年1月29日

Date: 22 January 2025