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Under our weighted voting rights structure, our share capital comprises Class A ordinary shares and Class B ordinary shares. Each Class A ordinary share entitles the holder to exercise one vote, and each Class B ordinary share entitles the holder to exercise 20 votes, respectively, on any resolution tabled at our general meetings, except as may otherwise be required by law or provided for in our Memorandum and Articles of Association. Shareholders and prospective investors should be aware of the potential risks of investing in a company with a weighted voting rights structure. Our American depositary shares, each representing two of our Class A ordinary shares, are listed on the Nasdaq Global Select Market in the United States under the symbol JD.



JD.com, Inc.

京東集團股份有限公司

(A company controlled through weighted voting rights and incorporated in the Cayman Islands with limited liability)

(Stock Code: 9618)

OVERSEAS REGULATORY ANNOUNCEMENT

We are making this announcement pursuant to Rule 13.10B of The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

We filed a Form 13D on March 4, 2022 (U.S. Eastern Time) with the Securities and Exchange Commission of the United States in relation to our beneficial ownership report on our interest in Dada Nexus Limited. For details, please refer to the attached Form 13D.

By Order of the Board of Directors

JD. com, Inc.

Mr. Richard Qiangdong Liu

*Chairman of the Board of Directors
and Chief Executive Officer*

Hong Kong, March 4, 2022

As at the date of this announcement, our board of directors comprises Mr. Richard Qiangdong LIU as the chairman, Mr. Ming HUANG, Mr. Louis T. HSIEH, Mr. Dingbo XU and Ms. Caroline SCHEUFELE as the independent directors.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Dada Nexus Limited

(Name of Issuer)

Ordinary Shares, par value \$0.0001 per share
(Title of Class of Securities)

23344D108 (1)
(CUSIP Number)

JD.com, Inc.
20th Floor, Building A, No. 18 Kechuang 11 Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111
The People's Republic of China
+86 10 8911-8888

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

February 22, 2022
(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 §240.13d-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) There is no CUSIP number assigned to ordinary shares of the issuer. CUSIP number 23344D108 has been assigned to the American Depositary Shares ("ADSs") of the issuer, which are quoted on The NASDAQ Global Select Market under the symbol "DADA." Each ADS represents four ordinary shares of the issuer.

1	Names of Reporting Persons	
	JD.com, Inc.	
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 (See Instructions)	
	WC, OO	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or Place of Organization	
	Cayman Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
		0
	8	Shared Voting Power
		543,315,362 ordinary shares (1)
	9	Sole Dispositive Power
		0
	10	Shared Dispositive Power
		543,315,362 ordinary shares (1)
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	543,315,362 ordinary shares (1)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	
	<input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	52.0% (2)	
14	Type of Reporting Person (See Instructions)	
	HC	

(1) Includes (i) 524,707,814 ordinary shares of the issuer directly held by JD Sunflower Investment Limited and (ii) 18,607,548 ordinary shares of the issuer (represented by 4,651,887 ADSs) directly held by Windcreek Limited. Each of JD Sunflower Investment Limited and Windcreek Limited is a direct wholly-owned subsidiary of JD.com Investment Limited, which is in turn a direct wholly-owned subsidiary of JD.com, Inc. Pursuant to Section 13(d) of the Act and the rules promulgated thereunder, each of JD.com, Inc. and JD.com Investment Limited may be deemed to beneficially own all of the ordinary shares of the issuer (including ordinary shares of the issuer represented by ADSs) held by JD Sunflower Investment Limited and Windcreek Limited respectively in the Issuer and share with JD Sunflower Investment Limited and Windcreek Limited respectively the voting power and dispositive power of such shares.

(2) The percentage is calculated based on a total of 1,044,943,446 ordinary shares of the issuer issued and outstanding, comprising of (i) 935,728,429 ordinary shares of the issuer issued and outstanding as of September 30, 2021, as reported in the issuer's current report on Form 6-K filed with the Securities and Exchange Commission on November 24, 2021, and (ii) 109,215,017 ordinary shares of the issuer issued under the Share Subscription Agreement.

1	Names of Reporting Persons JD.com 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 (See Instructions) AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 543,315,362 ordinary shares (1)
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 543,315,362 ordinary shares (1)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 543,315,362 ordinary shares (1)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 52.0% (2)	
14	Type of Reporting Person (See Instructions) CO	

(1) Includes (i) 524,707,814 ordinary shares of the issuer directly held by JD Sunflower Investment Limited and (ii) 18,607,548 ordinary shares of the issuer (represented by 4,651,887 ADSs) directly held by Windcreek Limited. Each of JD Sunflower Investment Limited and Windcreek Limited is a direct wholly-owned subsidiary of JD.com Investment Limited, which is in turn a direct wholly-owned subsidiary of JD.com, Inc. Pursuant to Section 13(d) of the Act and the rules promulgated thereunder, each of JD.com, Inc. and JD.com Investment Limited may be deemed to beneficially own all of the ordinary shares of the issuer (including ordinary shares of the issuer represented by ADSs) held by JD Sunflower Investment Limited and Windcreek Limited respectively in the Issuer and share with JD Sunflower Investment Limited and Windcreek Limited respectively the voting power and dispositive power of such shares.

(2) The percentage is calculated based on a total of 1,044,943,446 ordinary shares of the issuer issued and outstanding, comprising of (i) 935,728,429 ordinary shares of the issuer issued and outstanding as of September 30, 2021, as reported in the issuer's current report on Form 6-K filed with the Securities and Exchange Commission on November 24, 2021, and (ii) 109,215,017 ordinary shares of the issuer issued under the Share Subscription Agreement.

1	Names of Reporting Persons JD Sunflower 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 (See Instructions) AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 524,707,814 ordinary shares
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 524,707,814 ordinary shares
11	Aggregate Amount Beneficially Owned by Each Reporting Person 524,707,814 ordinary shares	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 50.2% (1)	
14	Type of Reporting Person (See Instructions) CO	

(1) The percentage is calculated based on a total of 1,044,943,446 ordinary shares of the issuer issued and outstanding, comprising of (i) 935,728,429 ordinary shares of the issuer issued and outstanding as of September 30, 2021, as reported in the issuer's current report on Form 6-K filed with the Securities and Exchange Commission on November 24, 2021, and (ii) 109,215,017 ordinary shares of the issuer issued under the Share Subscription Agreement.

1	Names of Reporting Persons Windcreek 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 (See Instructions) AF	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization British Virgin Islands	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 0
	8	Shared Voting Power 18,607,548 ordinary shares
	9	Sole Dispositive Power 0
	10	Shared Dispositive Power 18,607,548 ordinary shares
11	Aggregate Amount Beneficially Owned by Each Reporting Person 18,607,548 ordinary shares	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 1.8% ⁽¹⁾	
14	Type of Reporting Person (See Instructions) CO	

(1) The percentage is calculated based on a total of 1,044,943,446 ordinary shares of the issuer issued and outstanding, comprising of (i) 935,728,429 ordinary shares of the issuer issued and outstanding as of September 30, 2021, as reported in the issuer's current report on Form 6-K filed with the Securities and Exchange Commission on November 24, 2021, and (ii) 109,215,017 ordinary shares of the issuer issued under the Share Subscription Agreement.

Item 1. Security and Issuer.

This Statement on Schedule 13D (this “Statement”) relates to the ordinary shares, par value \$0.0001 per share (the “Ordinary Shares”), of Dada Nexus Limited, a company organized under the laws of the Cayman Islands (the “Issuer”), whose principal executive offices are located at 22/F, Oriental Fisherman’s Wharf, No. 1088 Yangshupu Road, Yangpu District, Shanghai 200082, People’s Republic of China.

The Issuer’s American depository shares (the “ADSs”), each representing four Ordinary Shares, are listed on the Nasdaq Global Select Market under the symbol “DADA.”

Item 2. Identity and Background.

This Statement is being filed by the following:

- (i) JD.com, Inc., a Cayman Islands company (“JD”);
- (ii) JD.com Investment Limited, a company organized under the laws of British Virgin Islands and a direct wholly-owned subsidiary of JD (“JD Investment”);
- (iii) JD Sunflower Investment Limited, a company organized under the laws of British Virgin Islands and a direct wholly-owned subsidiary of JD Investment and therefore an indirect wholly-owned subsidiary of JD (“JD Sunflower”); and
- (iv) Windcreek Limited, a company organized under the laws of British Virgin Islands and a direct wholly-owned subsidiary of JD Investment and therefore an indirect wholly-owned subsidiary of JD (“Windcreek”).

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.”

JD is a leading technology driven e-commerce company transforming to become a leading supply chain-based technology and service provider, and its American depository shares are listed on the NASDAQ Global Select Market under the symbol “JD.” The address of JD’s principal office is 20th Floor, Building A, No. 18 Kechuang 11 Street, Yizhuang Economic and Technological Development Zone, Daxing District, Beijing 101111, The People’s Republic of China.

JD Investment is a direct wholly-owned subsidiary of JD and is principally engaged in the business of holding securities in the subsidiaries or equity investees of JD. The registered office of JD Investment is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

JD Sunflower is a direct wholly-owned subsidiary of JD Investment and therefore an indirect wholly-owned subsidiary of JD. JD Sunflower is principally engaged in the business of holding securities in portfolio companies in which JD invests. The registered office of JD Sunflower is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

Windcreek is a direct wholly-owned subsidiary of JD Investment and therefore an indirect wholly-owned subsidiary of JD. Windcreek is principally engaged in the business of holding securities in portfolio companies in which JD invests. The registered office of Windcreek is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

The name, business address, present principal occupation or employment and citizenship of each of the executive officers and directors of each of the Reporting Persons are set forth on Schedule A hereto and are incorporated herein by reference.

During the last five years, none of the Reporting Persons and, to the best of their knowledge, any of the persons listed on Schedule A hereto 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.

The Reporting Persons entered into a Joint Filing Agreement on March 4, 2022 (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 (the “Act”). A copy of the Joint Filing Agreement is attached hereto as Exhibit 99.1.

Item 3. Source and Amount of Funds or Other Consideration.

JD Sunflower entered into a Share Subscription Agreement with the Issuer on March 22, 2021, a copy of which is attached hereto as Exhibit 99.2 (the “Share Subscription Agreement”). JD Sunflower further entered into an Amendment to Share Subscription Agreement with the Issuer on February 25, 2022, a copy of which is attached hereto as Exhibit 99.3 (the “SSA Amendment”). The description of the Share Subscription Agreement and the SSA Amendment contained herein is qualified in its entirety by reference to Exhibits 99.2 and 99.3 respectively, which are incorporated herein by reference.

Pursuant to the Share Subscription Agreement (as amended by the SSA Amendment), the Issuer issued to JD Sunflower 109,215,017 Ordinary Shares (the “Subscription Shares”), representing 10.5% of the Issuer’s outstanding Ordinary Shares, for the total consideration of (i) an aggregate purchase price of US\$546,000,000 in cash (the “Purchase Price”) and (ii) JD’s signing and delivery of a Business Cooperation Agreement (the “BCA”) to the Issuer, pursuant to which JD will provide certain strategic resources to the Issuer, at a closing that occurred on February 28, 2022 (the “Closing Date”).

A copy of the BCA is attached hereto as Exhibit 99.4. The description of the BCA contained herein is qualified in its entirety by reference to Exhibit 99.4, which is incorporated herein by reference.

JD Sunflower used the working capital of JD, its parent holding company, to fund the Purchase Price, and JD entered into and delivered the BCA to the Issuer, as the rest of the total consideration for the Subscription Shares.

Item 4. Purpose of Transaction.

The information set forth in Item 3 is hereby incorporated by reference in this Item 4.

As described in Item 3 above and Item 6 below, which descriptions are incorporated by reference in this Item 4, this Statement is being filed in connection with the acquisition of Ordinary Shares by JD Sunflower pursuant to the Share Subscription Agreement (as amended by the SSA Amendment). JD Sunflower became the beneficial owner of the Subscription Shares once all the requisite regulatory approvals were received. Following the transactions described in this Statement, JD will be deemed to beneficially own, taking into account its existing beneficial ownership, approximately 52.0% of the Issuer’s issued and outstanding shares.

The Reporting Persons have no present intention to acquire additional 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 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 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 transactions or documents described herein, neither the Reporting Persons, nor to the best knowledge of the Reporting Persons, any person named in Schedule A hereto, 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 or any of its subsidiaries,
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries,
- (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) Causing 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 information contained on each of the cover pages of this Statement and the information set forth or incorporated in Items 2, 3, 4, and 6 are hereby incorporated herein by reference.

(a) As of the date hereof, JD Sunflower directly holds 524,707,814 Ordinary Shares, representing 50.2% of the Issuer's outstanding Ordinary Shares, and Windcreek directly holds 18,607,548 Ordinary Shares (represented by 4,651,887 ADSs), representing 1.8% of the Issuer's outstanding Ordinary Shares.

As of the date hereof, JD Investment may be deemed to have beneficial ownership of 543,315,362 Ordinary Shares, representing 52.0% of the Issuer's outstanding Ordinary Shares, including 524,707,814 Ordinary Shares directly held by JD Sunflower and 18,607,548 Ordinary Shares (represented by 4,651,887 ADSs) directly held by Windcreek. JD Investment is the sole shareholder of each of JD Sunflower and Windcreek. Pursuant to Section 13(d) of the Act and the rules promulgated thereunder, JD Investment may be deemed to beneficially own all of the Ordinary Shares (including Ordinary Shares represented by ADSs) held by JD Sunflower and Windcreek respectively.

As of the date hereof, JD may be deemed to have beneficial ownership of 543,315,362 Ordinary Shares, representing 52.0% of the Issuer's outstanding Ordinary Shares, including 524,707,814 Ordinary Shares directly held by JD Sunflower and 18,607,548 Ordinary Shares (represented by 4,651,887 ADSs) directly held by Windcreek. JD is the sole shareholder of JD Investment and therefore indirectly owns all the outstanding shares of each of JD Sunflower and Windcreek. Pursuant to Section 13(d) of the Act and the rules promulgated thereunder, JD may be deemed to beneficially own all of the Ordinary Shares (including Ordinary Shares represented by ADSs) held by JD Sunflower and Windcreek respectively.

The above disclosure of percentage information was calculated based on a total of 1,044,943,446 ordinary shares of the issuer issued and outstanding, comprising of (i) 935,728,429 ordinary shares of the issuer issued and outstanding as of September 30, 2021, as reported in the issuer's current report on Form 6-K filed with the Securities and Exchange Commission on November 24, 2021, and (ii) 109,215,017 ordinary shares of the issuer issued under the Share Subscription Agreement..

Except as disclosed in this Statement, none of the Reporting Persons or to the best of their knowledge, any of the persons listed in Schedule A hereto, beneficially owns any Ordinary Shares or has the right to acquire any Ordinary Shares.

(b) The powers that a Reporting Person has relative to the shares discussed herein may be found in rows 7 through 10 of the Cover Page relating to such Reporting Person, which is hereby incorporated by reference.

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

(c) Except as disclosed in this Statement, none of the Reporting Persons or to the best of their knowledge, any of the persons listed in Schedule A hereto, 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 other person has 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 and 4 is hereby incorporated by reference in this Item 6.

Share Subscription Agreement, as amended by the SSA Amendment

JD Sunflower entered into the Share Subscription Agreement with the Issuer on March 22, 2021. JD Sunflower further entered into the SSA Amendment with the Issuer on February 25, 2022. Pursuant to the Share Subscription Agreement (as amended by the SSA Amendment), the Issuer issued to JD Sunflower the Subscription Shares, representing 10.5% of the Issuer's outstanding Ordinary Shares, in consideration for the Purchase Price and JD's signing and delivery of the BCA to the Issuer, on the Closing Date.

Pursuant to the Share Subscription Agreement (as amended by the SSA Amendment), JD Sunflower has agreed that during the period commencing on the Closing Date and continuing for a period of six (6) months, without the prior written consent of the Issuer and other than certain permitted transfer provided under the Share Subscription Agreement, it will not offer, sell, contract to sell, pledge, grant any option to purchase, sell any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, make any short sale, file or otherwise submit a registration statement with respect to, or otherwise dispose of (including entering into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of ownership interest), or publicly announce the intention to enter into any such transaction or to take any such other action with respect to, any Subscription Shares, or any options or warrants to purchase any Subscription Shares, or exercise any right with respect to the registration of any Subscription Shares, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

The Share Subscription Agreement contains customary representations, warranties and indemnities from each of JD Sunflower and the Issuer for a transaction of this nature.

The foregoing description of the Share Subscription Agreement and the SSA Amendment does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the Share Subscription Agreement and the SSA Amendment respectively. Copies of the Share Subscription Agreement and the SSA Amendment are filed as Exhibits 99.2 and 99.3 hereto respectively and are incorporated herein by reference.

Business Cooperation Agreement

JD entered into the BCA with the Issuer on February 28, 2022, pursuant to which JD will provide certain strategic resources to the Issuer.

The foregoing description of the BCA does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the BCA. A copy of the BCA is filed as Exhibit 99.4 hereto and is incorporated herein by reference.

Shareholders Agreement

JD Sunflower, the Issuer, certain other shareholders of the Issuer and certain other parties entered into the sixth amended and restated shareholders agreement of the Issuer on August 8, 2018 (the "Shareholders Agreement"). The Shareholders Agreement provides for certain shareholders' rights, including information rights, inspection rights, right of participation, registration rights, right of first refusal and co-sale rights, and contains provisions governing the Issuer's board of directors and other corporate governance matters. The special rights, as well as the corporate governance provisions, have automatically terminated upon the completion of the initial public offering of the Issuer, except for certain rights, such as JD Sunflower's consent rights over transactions with certain restricted persons and certain registration rights.

The foregoing description of the Shareholders Agreement does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the Shareholders Agreement. A copy of the Shareholders Agreement is filed as Exhibit 99.5 hereto and is incorporated herein by reference.

Except as described above or elsewhere in this Statement or incorporated by reference in this Statement, there are no contracts, arrangements, understandings or relationships (legal or otherwise)

CUSIP No. 23344D108

between the Reporting Persons or, to the best of their knowledge, any of the persons named in Schedule A hereto and any other person with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Joint Filing Agreement, dated March 4, 2022, by and among JD.com, Inc., JD.com Investment Limited, JD Sunflower Investment Limited and Windcreek Limited.
99.2	Share Subscription Agreement, dated March 22, 2021, by and between Dada Nexus Limited and JD Sunflower Investment Limited (incorporated herein by reference to Exhibit 4.11 to annual report on Form 20-F filed by the Issuer with the Securities and Exchange Commission on March 31, 2021).
99.3	Amendment to Share Subscription Agreement, dated February 25, 2022, by and between Dada Nexus Limited and JD Sunflower Investment Limited.
99.4	English translation of Business Cooperation Agreement, dated February 28, 2022, by and between JD.com, Inc. and Dada Nexus Limited.
99.5	Sixth Amended and Restated Shareholders Agreement, dated August 8, 2018, by and among JD Sunflower Investment Limited, the Issuer and certain other parties thereto (incorporated herein by reference to Exhibit 10.4 to Registration Statement on Form F-1 filed by the Issuer with the Securities and Exchange Commission on May 12, 2020).

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 4, 2022

JD.com, Inc.

By: /s/ Sandy Ran Xu

Name: Sandy Ran Xu

Title: Chief Financial Officer

JD.com Investment Limited

By: /s/ Nani Wang

Name: Nani Wang

Title: Director

JD Sunflower Investment Limited

By: /s/ Nani Wang

Name: Nani Wang

Title: Director

Windcreek Limited

By: /s/ Aini Li

Name: Aini Li

Title: Director

SCHEDULE A

Directors and Executive Officers of JD

The names of the directors and the names and titles of the executive officers of JD and their principal occupations are set forth below. Except for Mr. Ming Huang, Mr. Louis T. Hsieh and Mr. Dingbo Xu, the business address of the directors and executive officers is c/o JD.com, Inc., 20th Floor, Building A, No. 18 Kechuang 11 Street, Yizhuang Economic and Technological Development Zone, Daxing District, Beijing 101111, The People's Republic of China.

<u>Name</u>	<u>Position with JD</u>	<u>Present Principal Occupation</u>	<u>Citizenship</u>	<u>Shares Beneficially Owned</u>
Directors:				
Richard	Chairman of the Board of Directors	*	P.R. China	**
Qiangdong Liu	Independent Director	Professor of finance at the Johnson Graduate School of Management at Cornell University	United States	—
Ming Huang ⁽¹⁾	Independent Director	Director of New Oriental Education & Technology Group Inc.	United States	—
Louis T. Hsieh ⁽²⁾	Independent Director	Essilor Chair Professor in Accounting and an associate dean at China Europe International Business School in Shanghai	P.R. China	—
Dingbo Xu ⁽³⁾	Independent Director	Co-president and Artistic Director of Chopard	Switzerland	—
Caroline Scheufele ⁽⁴⁾	Independent Director			
Executive Officers:				
Richard	Chief Executive Officer	*	P.R. China	**
Qiangdong Liu	President	*	P.R. China	—
Sandy Ran Xu	Chief Financial Officer	*	P.R. China	—
Pang Zhang	Chief Human Resources Officer	*	P.R. China	—

*The principal occupation is the same as his/her position with JD.

** Represent a total of 1,111,246 ADSs of the Issuer beneficially owned by the person, which accounted for less than 1% of the total outstanding shares of the Issuer.

(1) The business address of Prof. Ming Huang is Sage Hall, Cornell University, Ithaca, NY 14853, USA.

(2) The business address of Mr. Louis T. Hsieh is No. 6 Hai Dian Zhong Street, Haidian District, Beijing 100080, P.R. China.

CUSIP No. 23344D108

- (3) The business address of Prof. Dingbo Xu is China Europe International Business School Building 20, Zhongguancun Software Park Haidian District, Beijing, P.R.China, 100193.
- (4) The business address of Ms. Caroline Scheufele is Chopard & Cie SA – 8 rue de Veyrot – 1217 Meyrin - Switzerland.

Directors and Executive Officers of JD Investment

The names of the directors and the names and titles of the executive officers of JD Investment and their principal occupations are set forth below. The business address of each of the directors and executive officers is c/o Room 4318-19, Jardine House, 1 Connaught Place, Central, Hong Kong.

<u>Name</u>	<u>Position with JD Investment</u>	<u>Present Principal Occupation</u>	<u>Citizenship</u>	<u>Shares Beneficially Owned</u>
Directors:				
Nani Wang	Director	Employee of JD	P.R. China	—

Executive Officers:

N/A

Directors and Executive Officers of JD Sunflower

The names of the directors and the names and titles of the executive officers of JD Sunflower and their principal occupations are set forth below. The business address of each of the directors and executive officers is c/o Room 4318-19, Jardine House, 1 Connaught Place, Central, Hong Kong.

<u>Name</u>	<u>Position with JD Sunflower</u>	<u>Present Principal Occupation</u>	<u>Citizenship</u>	<u>Shares Beneficially Owned</u>
Directors:				
Nani Wang	Director	Employee of JD	P.R. China	—

Executive Officers:

N/A

Directors and Executive Officers of Windcreek

The names of the directors and the names and titles of the executive officers of Windcreek and their principal occupations are set forth below. The business address of each of the directors and executive officers is c/o Room 4318-19, Jardine House, 1 Connaught Place, Central, Hong Kong.

CUSIP No. 23344D108

<u>Name</u>	<u>Position with Windcreek</u>	<u>Present Principal Occupation</u>	<u>Citizenship</u>	<u>Shares Beneficially Owned</u>
Directors:				
Aini Li	Director	Employee of JD	P.R. China	—
Executive Officers:				
N/A				

JOINT FILING AGREEMENT

The parties listed below agree that the Schedule 13D to which this agreement is attached as an exhibit, and all further amendments thereto, shall be filed on behalf of each of them without the necessity of filing additional joint filing agreements. This Agreement is intended to satisfy Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which 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 March 4, 2022.

JD.com, Inc.

By: /s/ Sandy Ran Xu
Name: Sandy Ran Xu
Title: Chief Financial Officer

JD.com Investment Limited

By: /s/ Nani Wang
Name: Nani Wang
Title: Director

JD Sunflower Investment Limited

By: /s/ Nani Wang
Name: Nani Wang
Title: Director

Windcreek Limited

By: /s/ Aini Li
Name: Aini Li
Title: Director

**AMENDMENT TO
SHARE SUBSCRIPTION AGREEMENT**

This AMENDMENT TO SHARE SUBSCRIPTION AGREEMENT (this "Amendment") is entered into as of February 25, 2022, by and between Dada Nexus Limited, an exempted company with limited liability organized and existing under the laws of the Cayman Islands (the "Company"), and JD Sunflower Investment Limited, a company limited by shares incorporated under the laws of British Virgin Islands (the "Purchaser"). Each of the forgoing parties is referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Share Subscription Agreement dated as of March 22 , 2021 (the "Share Subscription Agreement");

WHEREAS, Section 7.05 of the Share Subscription Agreement provides that the Share Subscription Agreement shall not be amended, changed or modified, except by another agreement in writing executed by the Parties; and

WHEREAS, the Parties have agreed to amend certain provision of the Share Subscription Agreement pursuant to this Amendment as set forth below.

AGREEMENT

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Unless otherwise revised pursuant to this Amendment, all capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Share Subscription Agreement and the rules of interpretation set forth in Section 1.01(c) of the Share Subscription Agreement shall also apply to this Amendment.

2. Amendments.

(a) The definition of "BCA" is hereby added to Section 1.01(a) of the Share Subscription Agreement immediately prior to the definition of "Business Day" as follows:

"BCA" means that certain Business Cooperation Agreement to be entered into by and between the Company and JD.com, Inc. at Closing, substantially in the form attached hereto as Exhibit A."

(b) The definition of "Transaction Agreements" under Section 1.01(a) of the Share Subscription Agreement is hereby amended and restated in its entirety as follows:

"Transaction Agreements" means, collectively, this Agreement, the BCA and each of the other agreements and documents entered into or delivered by the Parties or their respective Affiliates in connection with the transactions contemplated by this Agreement or the BCA."

follows: (c) Section 2.01 (Purchase and Sale of Securities) of the Share Subscription Agreement is hereby amended and restated in its entirety as follows:

“Upon the terms and subject to the conditions of this Agreement, at Closing (as defined below), the Purchaser hereby agrees to subscribe for and purchase, and the Company hereby agrees to issue, sell and deliver to the Purchaser, 109,215,017 Ordinary Shares (the “Subscription Shares”) free and clear of any and all Encumbrances, for the total consideration consisting of (i) an aggregate purchase price of US\$546,000,000 in cash (the “Purchase Price”) and (ii) the BCA duly and validly executed and delivered by JD.com, Inc. to the Company in accordance with this Agreement.”

(d) Section 2.02(b) (Payment and Delivery) of the Share Subscription Agreement is hereby amended and restated in its entirety as follows:

“At Closing,

(i) the Purchaser shall

(1) pay, or cause to be paid, the Purchase Price to the Company by wire transfer of immediately available funds in U.S. dollars to such bank account designated in writing by the Company to the Purchaser prior to the Closing Date; and

(2) deliver to the Company the BCA duly and validly executed by JD.com, Inc.; and

(ii) the Company shall deliver to the Purchaser:

(1) one or more duly executed share certificate(s) representing the Subscription Shares registered in the name of the Purchaser (the original copies of which shall be delivered to the Purchaser as soon as practicable following the Closing Date);

(2) an updated certified true copy of the register of members of the Company evidencing the Purchaser’s ownership of the Subscription Shares; and

(3) the BCA duly and validly executed by the Company.”

follows: (e) Section 6.03 (Limitation on the Liability) of the Share Subscription Agreement is hereby amended and restated in its entirety as follows:

“Absent fraud, intentional misrepresentation or willful breach, the maximum aggregate liabilities of the Indemnifying Party in respect of Losses suffered by the Indemnified Parties pursuant to Section 6.01(a) or 6.01(b) shall not in any event be greater than US\$800,000,000.”

3. References. Each reference in the Share Subscription Agreement to “this Agreement”, “hereof”, “hereunder”, “herein,” “hereby” or words of like import referring to the Share Subscription Agreement shall mean and be a reference to the Share Subscription Agreement as amended by this Amendment. Notwithstanding the foregoing, all references in the Share Subscription Agreement to “the date hereof” or “the date of this Agreement” shall refer to March 22, 2021.

4. Full Force and Effect. Each Party confirms that this Amendment is intended to be a part of, and will serve as a valid, written amendment to, the Share Subscription Agreement. Except as otherwise set forth in this Amendment, this Amendment shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Share Subscription Agreement, which are hereby ratified and affirmed in all respects and shall continue in full force and effect.

5. Governing Law; Arbitration. This Amendment and all questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by and construed in accordance with the laws of the state of New York without giving effect to any choice or conflict of law provision or rule thereof. Any dispute, controversy or claim arising out of or relating to this Amendment, or the interpretation, breach, termination or validity hereof, shall be submitted to arbitration upon the request of any Party with notice to the other Party. The arbitration shall be conducted in Hong Kong under the auspices of the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the HKIAC Administered Arbitration Rules then in effect, which rules are deemed to be incorporated by reference into this Section 5. There shall be three (3) arbitrators. The complainant and the respondent to such dispute shall each select one arbitrator within thirty (30) days after giving or receiving the demand for arbitration. The Chairman of the HKIAC shall select the third arbitrator, who shall be qualified to practice law in New York. If either party to the arbitration does not appoint an arbitrator who has consented to participate within the aforementioned 30-day period, the relevant appointment shall be made by the Chairman of the HKIAC. The arbitration proceedings shall be conducted in English. Each Party irrevocably waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration in Hong Kong and the HKIAC, and hereby submits to the exclusive jurisdiction of HKIAC in any such arbitration. The award of the arbitration tribunal shall be conclusive and binding upon the disputing parties, and any party to the dispute may apply to a court of competent jurisdiction for enforcement of such award. Any party to the dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

6. Miscellaneous. The provisions of Article VII (Miscellaneous) of the Share Subscription Agreement (other than Section 7.02 (Governing Law; Arbitration) of the Share Subscription Agreement) shall apply *mutatis mutandis* to this Amendment, and to the Share Subscription Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms as modified hereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Share Subscription Agreement to be duly executed and entered into as of the date first above written.

DADA NEXUS LIMITED

By: /s/ KUAI Jiaqi _____

Name:

Title:

[Signature Page to Amendment to Share Subscription Agreement]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Share Subscription Agreement to be duly executed and entered into as of the date first above written.

JD SUNFLOWER INVESTMENT LIMITED

By: /s/ WANG Nani

Name: _____

Title:

[Signature Page to Amendment to Share Subscription Agreement]

Exhibit A

Form of BCA

E-A-1

Business Cooperation Agreement

This Business Cooperation Agreement (“**this Agreement**”) is dated [], 2022 (“Effective Date”) and made between:

- (1) **JD.com, Inc.**, a company duly incorporated under the laws of Cayman Islands with registered address at PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands (collectively referred to as “**JD**” together with its subordinate affiliates); and
- (2) **Dada Nexus Limited**, a company duly incorporated under the laws of Cayman Islands with registered address at Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 32311, Grand Cayman KY1-1209, the Cayman Islands (collectively referred to as “**Dada**” together with its subordinate affiliates).

In this Agreement, the Parties are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (1) JD is one of the renowned Internet e-commerce companies in China which mainly engage in direct sale and platform e-commerce business through its official website and mobile application;
- (2) Dada is a leading local on-demand delivery and retail platform in China;
- (3) On March 22, 2021, the Parties have executed the Share Subscription Agreement (such agreement as amended from time to time is referred to as “**Share Subscription Agreement**”). As provided in the Share Subscription Agreement, JD will subscribe for a certain amount of common shares of Dada. As part of consideration for the subscription of shares, JD shall execute this Agreement with Dada;
- (4) The Parties (including their respective affiliates) intend to carry out relevant business cooperation according to the terms and conditions herein to integrate business resources and fully exert the advantage of each Party.

Now, THEREFORE, upon consultation, the Parties agree as follows:

1. Definitions

In this Agreement, the following terms have the following meanings:

“**Affiliate**” with respect to any company (or other entity), means any entity that is controlled by, controls or is under common control with such company (or other entity). “Control” means holding over 50% equity or voting right in a company (or other entity) or has the ability to actually decide or control the operations of such company (or other entity) through agreement, dispatching directors or otherwise. With respect to either Party hereto, its subordinate affiliate means its affiliate controlled by it. For the purpose of this Agreement, either Party shall not be deemed as the Affiliate of the other Party.

“**Confidential Information**” mean (a) any non-public materials in relation to organization, business, technology, investment, finance, commerce, transaction or affairs of either Party, whether in writing, oral or any other forms, (b) the existence or contents hereof, the terms of any other agreement entered into according to this Agreement, (c) any materials prepared by one Party and marked as confidential information or containing confidential information and (d) any oral or written information exchanged between the Parties with respect to this Agreement.

“**Force Majeure**” means any event that occurs after the date hereof and prevents either Party from performing all or part of this Agreement and is uncontrollable, insurmountable, unavoidable and cannot be solved by the Parties hereto and is unforeseeable at the time of execution hereof, which includes but are not limited to earthquake, typhoon, flood, outbreak of pandemic, epidemic or plague, war, international or domestic transportation interruption, breakdown of electricity, Internet, computer, telecommunication or other system, strike (including internal strike or riot), labour dispute, government action, orders of international or domestic courts. For the avoidance of doubt, such event may only constitute Force Majeure to the extent it is insurmountable, unavoidable, uncontrollable and cannot be solved by the Parties hereto and does not necessarily constitute a Force Majeure.

“**PRC**” means the People’s Republic of China, excluding, for the purpose of this Agreement only, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**JD Mall**” means the open platform of JD and the mall platform directly operated by JD on JD.COM, including their respective mobile app.

“**JD Mall APP**” means the mobile app of JD Mall.

2. Territory for business cooperation

Unless otherwise expressly provided herein, territory for the cooperation and/or restrictions hereunder are PRC only.

3. Main contents of business cooperation

3.1 User traffic cooperation: JD undertakes, without any effect upon the normal operation and management of JD, that Dada shall obtain the following online traffic and resource support from JD:

3.1.1 “Nearby” icon (JD Mall APP first-level entrance), display on the user mobile terminal.

If the above-mentioned online traffic and resource support cannot be provided due to the JD Mall APP’s update or major change, the Parties should negotiate in good faith and agree on alternatives solutions in respect of user traffic cooperation and resource support.

3.2 Cooperation in other areas:

3.2.1 JD and Dada agree to continue their cooperation regarding search. The specific rights and obligations concerning such cooperation shall be performed according to provisions mutually negotiated and agreed upon by and among the Parties and/or their Affiliates.

4. Duration of cooperation and termination

4.1 This Agreement is effective after being signed by authorized representatives of both Parties and will terminate automatically when the term of cooperation specified in Article 4.2 has expired. After the expiry of the term of cooperation of this Agreement, it can be extended through mutual agreement between both Parties.

4.2 Unless otherwise agreed to by the Parties, the term of cooperation under Article 3 of this Agreement shall be five (5) years, commencing from the Effective Date.

4.3 If both Parties agree to terminate this Agreement after consultation, this Agreement may be terminated before the expiration of the term of cooperation.

4.4 If this Agreement expires or is terminated in accordance with Article 4.3, the two Parties will no longer perform the provisions of this Agreement, while Articles 4.4, 8, 12 and 13 of this Agreement shall survive such expiration or termination.

5. Other Covenants

5.1 The Parties shall procure their respective Affiliates to perform their obligations under this Agreement.

6. Intellectual Property

- 6.1 Any materials, information and the intellectual property attached thereto that are provided by either Party to the other Party for the purpose of this Agreement shall not change the ownership of rights due to the cooperation hereunder, unless the relevant Parties have entered into an explicit agreement of intellectual property assignment.
- 6.2 Unless otherwise expressly provided herein or the relevant Parties have otherwise entered into explicit intellectual property authorization or licensing agreements, without prior written consent of the right holders, neither Party shall arbitrarily use or reproduce the patents, trademarks, names, marks, commercial information, technology and other data, domain names, copyrights or other forms of intellectual property of the other Party or apply for registration of the intellectual property similar to the aforementioned intellectual property.
- 6.3 The ownership of any new intellectual property generated from the business cooperation between the Parties hereunder shall be otherwise agreed upon by the Parties.
- 6.4 Each Party shall indemnify the other Party for its losses arising from the infringement of the other Party's intellectual property or other legitimate rights or the infringement of any third party's intellectual property or other legitimate rights due to the products, services, or materials provided by the Party itself during the cooperation hereunder.

7. Force majeure

Where the performance of the obligations hereof is delayed due to Force Majeure, neither Party shall be deemed to be in breach of this Agreement, and neither Party shall be liable for damages caused thereby, provided that such Party shall endeavor to eliminate the cause for such delay and use its best efforts (including but not limited to seeking and using alternative means or methods) to eliminate the damages caused by Force Majeure, and shall notify the other Party of the facts of Force Majeure and possible damages within fifteen (15) Working Days after the day when the Force Majeure is eliminated (excluding such day). During the period of delayed performance, the Party encountering force majeure shall implement reasonable alternatives or adopt other commercially reasonable means to facilitate performance of its obligations hereunder until the delay is eliminated.

8. Confidentiality

- 8.1 The Parties acknowledge and confirm that each Party shall maintain confidentiality of all Confidential Information, and without obtaining the written consent of the other Party, it shall not disclose any relevant Confidential Information to any third party, except in the following circumstances: (1) such information has been already known to the public (other than through the receiving Party's or its Affiliates' or personnel's unauthorized disclosure); (2) such information is required to be disclosed by applicable laws, competent governmental authorities, competent stock exchanges, or relevant stock exchange rules or regulations (provided, however, that, to the extent permitted by applicable laws, the disclosing Party shall give a prior notice to the other Party and the Parties shall consult with each other to agree on the scope and content of the disclosure); or (3) such information is required to be disclosed by any Party to its legal or financial advisors in connection with the cooperation contemplated hereby, provided that such legal or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Article.
- 8.2 Each Party undertakes to use the aforementioned Confidential Information provided by the other Party only in connection with the relevant matters contemplated hereunder and shall destroy or return such Confidential Information upon the termination of this Agreement at the request of the other Party. Any breach of this Article 8 by any of the Parties' Affiliates, or any employees or agencies of the Party or any of its Affiliates, shall be deemed as a default of this Agreement by such Party and such Party shall be liable for such default in accordance with this Agreement. This Article shall survive invalidity, termination or expiration of this Agreement for any reason.

9. Taxes

Taxes arising from the execution and performance of this Agreement shall be borne by the Parties respectively in accordance with applicable laws.

10. Representations and Warranties

- 10.1 Each Party represents and warrants to the other Party that:
 - 10.1.1 It is a company duly incorporated and validly existing;
 - 10.1.2 It has the authority to enter into this Agreement and its authorized representative has been fully authorized to sign this Agreement on its behalf;
 - 10.1.3 Its execution, delivery and performance of this Agreement do not require filings with or notification to any government agency, or acquisition of the license, permit, consent or other approvals from, any government agency or any other person; and
 - 10.1.4 It has the ability to perform its obligations hereunder and such performance of its obligations does not violate its articles of association and other constitutional documents.
- 10.2 If any legal documents executed by any Party prior to the execution of this Agreement conflict with any provisions of this Agreement, such Party shall, adhering to the principles of goodwill, credibility and amity, immediately notify the other Party in writing. Such conflict shall be resolved through consultations between the Parties. If any loss is caused to the other Party due to the conflict between the aforementioned legal documents and this Agreement, such Party shall be responsible for breach of contract to the other Party.
- 10.3 If any Party discovers during its performance of its obligations hereunder that it needs to obtain any permit, consent or approval from any third party, such Party shall notify the other Party in writing within thirty days from the date on which such Party discovers such matter and shall use its best efforts to obtain such permit, consent or approval from such third party; if such permit, consent or approval cannot be obtained within a reasonable period, the relevant Party is required to provide a solution in respect of such matter acceptable to the other Party.

11. Notices and delivery

- 11.1 All notices and other communications required or permitted to be given pursuant hereto shall be delivered by personal delivery or sent by registered mail, postage prepaid, by a commercial express service or by facsimile transmission to the address of such Party set forth below. Each notification should also be served by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:
 - 11.1.1 Notices given by personal delivery, by express service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.
 - 11.1.2 Notices given by facsimile shall be deemed effectively given on the date of the successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 11.2 For the purpose of notices, the addresses of the Parties are as follows:

To JD:

Address: 21F, Building A, No. 18 Kechuang 11 Street,
Yizhuang Economic and Technological Development Zone,
Daxing District, Beijing

Attention: Investment and Acquisition Team in
Legal Department of JD Group

Email: legalnotice@jd.com

Postcode: 101111

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

Address: Strategic Investment Department, 18F, Building A, No. 18 Kechuang 11 Street,
Yizhuang Economic and Technological Development Zone,
Daxing District, Beijing

Attention: Jichuan LUO

Email: luojichuan@jd.com

Postcode: 101111

To DADA:

Address: 22F, Oriental Fisherman's Wharf, No.1088 Yangshupu Road,
Yangpu District, Shanghai

Attention: Legal Department of DADA Group

Email: legal@imdada.cn

Telephone: +86 21 3165 7165

11.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the Article 11 hereof.

12. Liability for Breach of Contract

- 12.1 If a Party causes any losses to the other Party due to its breach of this Agreement, such Party shall be liable for breach of contract in accordance with applicable laws.
- 12.2 The Parties understand and agree that they are entering into this Agreement on behalf of themselves and their subordinate Affiliates, and are obliged to cause and procure their subordinate Affiliates to comply with and perform this Agreement.

13. Governing Law and Resolution of Disputes

- 13.1 The execution, validity, interpretation, performance, amendment and termination of this Agreement and dispute resolution shall be governed by the laws of Hong Kong, without regard to principles of conflict of laws thereunder.
- 13.2 In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through amicable negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for the resolution of the dispute through negotiation, either Party may submit the relevant dispute to the Hong Kong International Arbitration Centre (HKIAC) for arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted.
- 13.3 The seat of arbitration shall be Hong Kong. There shall be one (1) arbitrator and such arbitrator shall be elected by the Secretary-General of HKIAC. The arbitrator shall be qualified to practice law in Hong Kong. The place of arbitration shall be in Hong Kong. The arbitral award is final and binding upon both Parties.
- 13.4 Any Party to the dispute shall be entitled to seek preliminary injunctive relief or other equitable reliefs from any court of competent jurisdiction during the formation of the arbitral tribunal.
- 13.5 Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties hereto shall continue to exercise their respective rights and perform their respective obligations hereunder.

14. Additional Covenants

- 14.1 Any amendment and supplement to this Agreement shall be made in writing. The amendments and supplementary agreements that have been duly executed by the Parties and that relate to this Agreement shall form an integral part of this Agreement and shall have the same legal effect as this Agreement.

- 14.2 Without prior written consent from the other Parties, neither Party shall assign this Agreement and the rights and obligations hereunder to any third party, provided, however, that an appropriate subordinate Affiliate of a Party may be designated to implement such cooperative matters in accordance with specific needs.
- 14.3 During the effective term of this Agreement, neither Party shall make negative comments of the other Party on any public occasion, the content of which includes but is not limited to corporate image, company brand, design, development, and application of products, and operation strategy and all other information relevant to the company and the products.
- 14.4 Upon the effectiveness of this Agreement, this Agreement shall constitute the entire agreement and consensus reached between the Parties hereto with respect to the content hereof and supersede all other agreements and consensus reached between the Parties with respect to the subject matter hereof, both in written and oral forms, prior to the date of this Agreement.
- 14.5 If any provision hereof is held invalid, illegal or unenforceable, the validity, legality and enforceability of the other parts and provisions hereof shall not be affected. The Parties shall address such invalid, illegal or unenforceable provisions through amicable negotiations based on the principle of realizing the original commercial intent to the extent possible.
- 14.6 This Agreement shall be made in four (4) originals with each Party holding two (2) originals. Each original shall have the same legal effect.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, each Party have caused this Agreement to be executed by its duly authorized representative as of the date set forth in the first page.

JD.com, Inc.

By: _____
Name:
Title:

Dada Nexus Limited

By: _____
Name:
Title:

[Signature Page to Business Cooperation Agreement]

Business Cooperation Agreement

This Business Cooperation Agreement (“**this Agreement**”) is dated February 28, 2022 (“Effective Date”) and made between:

- (1) **JD.com, Inc.**, a company duly incorporated under the laws of Cayman Islands with registered address at PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands (collectively referred to as “**JD**” together with its subordinate affiliates); and
- (2) **Dada Nexus Limited**, a company duly incorporated under the laws of Cayman Islands with registered address at Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 32311, Grand Cayman KY1-1209, the Cayman Islands (collectively referred to as “**Dada**” together with its subordinate affiliates).

In this Agreement, the Parties are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (1) JD is one of the renowned Internet e-commerce companies in China which mainly engage in direct sale and platform e-commerce business through its official website and mobile application;
- (2) Dada is a leading local on-demand delivery and retail platform in China;
- (3) On March 22, 2021, the Parties have executed the Share Subscription Agreement (such agreement as amended from time to time is referred to as “**Share Subscription Agreement**”). As provided in the Share Subscription Agreement, JD will subscribe for a certain amount of common shares of Dada. As part of consideration for the subscription of shares, JD shall execute this Agreement with Dada;
- (4) The Parties (including their respective affiliates) intend to carry out relevant business cooperation according to the terms and conditions herein to integrate business resources and fully exert the advantage of each Party.

Now, THEREFORE, upon consultation, the Parties agree as follows:

1. Definitions

In this Agreement, the following terms have the following meanings:

“**Affiliate**” with respect to any company (or other entity), means any entity that is controlled by, controls or is under common control with such company (or other entity). “**Control**” means holding over 50% equity or voting right in a company (or other entity) or has the ability to actually decide or control the operations of such company (or other entity) through agreement, dispatching directors or otherwise. With respect to either Party hereto, its subordinate affiliate means its affiliate controlled by it. For the purpose of this Agreement, either Party shall not be deemed as the Affiliate of the other Party.

“**Confidential Information**” mean (a) any non-public materials in relation to organization, business, technology, investment, finance, commerce, transaction or affairs of either Party, whether in writing, oral or any other forms, (b) the existence or contents hereof, the terms of any other agreement entered into according to this Agreement, (c) any materials prepared by one Party and marked as confidential information or containing confidential information and (d) any oral or written information exchanged between the Parties with respect to this Agreement.

“**Force Majeure**” means any event that occurs after the date hereof and prevents either Party from performing all or part of this Agreement and is uncontrollable, insurmountable, unavoidable and cannot be solved by the Parties hereto and is unforeseeable at the time of execution hereof, which includes but are not limited to earthquake, typhoon, flood, outbreak of pandemic, epidemic or plague, war, international or domestic transportation interruption, breakdown of electricity, Internet, computer, telecommunication or other system, strike (including internal strike or riot), labour dispute, government action, orders of international or domestic courts. For the avoidance of doubt, such event may only constitute Force Majeure to the extent it is insurmountable, unavoidable, uncontrollable and cannot be solved by the Parties hereto and does not necessarily constitute a Force Majeure.

“**PRC**” means the People’s Republic of China, excluding, for the purpose of this Agreement only, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan.

“**JD Mall**” means the open platform of JD and the mall platform directly operated by JD on JD.COM, including their respective mobile app.

“**JD Mall APP**” means the mobile app of JD Mall.

2. Territory for business cooperation

Unless otherwise expressly provided herein, territory for the cooperation and/or restrictions hereunder are PRC only.

3. Main contents of business cooperation

3.1 User traffic cooperation: JD undertakes, without any effect upon the normal operation and management of JD, that Dada shall obtain the following online traffic and resource support from JD:

3.1.1 “Nearby” icon (JD Mall APP first-level entrance), display on the user mobile terminal.

If the above-mentioned online traffic and resource support cannot be provided due to the JD Mall APP’s update or major change, the Parties should negotiate in good faith and agree on alternatives solutions in respect of user traffic cooperation and resource support.

3.2 Cooperation in other areas:

3.2.1 JD and Dada agree to continue their cooperation regarding search. The specific rights and obligations concerning such cooperation shall be performed according to provisions mutually negotiated and agreed upon by and among the Parties and/or their Affiliates.

4. Duration of cooperation and termination

4.1 This Agreement is effective after being signed by authorized representatives of both Parties and will terminate automatically when the term of cooperation specified in Article 4.2 has expired. After the expiry of the term of cooperation of this Agreement, it can be extended through mutual agreement between both Parties.

4.2 Unless otherwise agreed to by the Parties, the term of cooperation under Article 3 of this Agreement shall be five (5) years, commencing from the Effective Date.

4.3 If both Parties agree to terminate this Agreement after consultation, this Agreement may be terminated before the expiration of the term of cooperation.

4.4 If this Agreement expires or is terminated in accordance with Article 4.3, the two Parties will no longer perform the provisions of this Agreement, while Articles 4.4, 8, 12 and 13 of this Agreement shall survive such expiration or termination.

5. Other Covenants

5.1 The Parties shall procure their respective Affiliates to perform their obligations under this Agreement.

6. Intellectual Property

- 6.1 Any materials, information and the intellectual property attached thereto that are provided by either Party to the other Party for the purpose of this Agreement shall not change the ownership of rights due to the cooperation hereunder, unless the relevant Parties have entered into an explicit agreement of intellectual property assignment.
- 6.2 Unless otherwise expressly provided herein or the relevant Parties have otherwise entered into explicit intellectual property authorization or licensing agreements, without prior written consent of the right holders, neither Party shall arbitrarily use or reproduce the patents, trademarks, names, marks, commercial information, technology and other data, domain names, copyrights or other forms of intellectual property of the other Party or apply for registration of the intellectual property similar to the aforementioned intellectual property.
- 6.3 The ownership of any new intellectual property generated from the business cooperation between the Parties hereunder shall be otherwise agreed upon by the Parties.
- 6.4 Each Party shall indemnify the other Party for its losses arising from the infringement of the other Party's intellectual property or other legitimate rights or the infringement of any third party's intellectual property or other legitimate rights due to the products, services, or materials provided by the Party itself during the cooperation hereunder.

7. Force majeure

Where the performance of the obligations hereof is delayed due to Force Majeure, neither Party shall be deemed to be in breach of this Agreement, and neither Party shall be liable for damages caused thereby, provided that such Party shall endeavor to eliminate the cause for such delay and use its best efforts (including but not limited to seeking and using alternative means or methods) to eliminate the damages caused by Force Majeure, and shall notify the other Party of the facts of Force Majeure and possible damages within fifteen (15) Working Days after the day when the Force Majeure is eliminated (excluding such day). During the period of delayed performance, the Party encountering force majeure shall implement reasonable alternatives or adopt other commercially reasonable means to facilitate performance of its obligations hereunder until the delay is eliminated.

8. Confidentiality

- 8.1 The Parties acknowledge and confirm that each Party shall maintain confidentiality of all Confidential Information, and without obtaining the written consent of the other Party, it shall not disclose any relevant Confidential Information to any third party, except in the following circumstances: (1) such information has been already known to the public (other than through the receiving Party's or its Affiliates' or personnel's unauthorized disclosure); (2) such information is required to be disclosed by applicable laws, competent governmental authorities, competent stock exchanges, or relevant stock exchange rules or regulations (provided, however, that, to the extent permitted by applicable laws, the disclosing Party shall give a prior notice to the other Party and the Parties shall consult with each other to agree on the scope and content of the disclosure); or (3) such information is required to be disclosed by any Party to its legal or financial advisors in connection with the cooperation contemplated hereby, provided that such legal or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Article.
- 8.2 Each Party undertakes to use the aforementioned Confidential Information provided by the other Party only in connection with the relevant matters contemplated hereunder and shall destroy or return such Confidential Information upon the termination of this Agreement at the request of the other Party. Any breach of this Article 8 by any of the Parties' Affiliates, or any employees or agencies of the Party or any of its Affiliates, shall be deemed as a default of this Agreement by such Party and such Party shall be liable for such default in accordance with this Agreement. This Article shall survive invalidity, termination or expiration of this Agreement for any reason.

9. Taxes

Taxes arising from the execution and performance of this Agreement shall be borne by the Parties respectively in accordance with applicable laws.

10. Representations and Warranties

- 10.1 Each Party represents and warrants to the other Party that:
 - 10.1.1 It is a company duly incorporated and validly existing;
 - 10.1.2 It has the authority to enter into this Agreement and its authorized representative has been fully authorized to sign this Agreement on its behalf;
 - 10.1.3 Its execution, delivery and performance of this Agreement do not require filings with or notification to any government agency, or acquisition of the license, permit, consent or other approvals from, any government agency or any other person; and
 - 10.1.4 It has the ability to perform its obligations hereunder and such performance of its obligations does not violate its articles of association and other constitutional documents.
- 10.2 If any legal documents executed by any Party prior to the execution of this Agreement conflict with any provisions of this Agreement, such Party shall, adhering to the principles of goodwill, credibility and amity, immediately notify the other Party in writing. Such conflict shall be resolved through consultations between the Parties. If any loss is caused to the other Party due to the conflict between the aforementioned legal documents and this Agreement, such Party shall be responsible for breach of contract to the other Party.
- 10.3 If any Party discovers during its performance of its obligations hereunder that it needs to obtain any permit, consent or approval from any third party, such Party shall notify the other Party in writing within thirty days from the date on which such Party discovers such matter and shall use its best efforts to obtain such permit, consent or approval from such third party; if such permit, consent or approval cannot be obtained within a reasonable period, the relevant Party is required to provide a solution in respect of such matter acceptable to the other Party.

11. Notices and delivery

- 11.1 All notices and other communications required or permitted to be given pursuant hereto shall be delivered by personal delivery or sent by registered mail, postage prepaid, by a commercial express service or by facsimile transmission to the address of such Party set forth below. Each notification should also be served by email. The dates on which such notices shall be deemed to have been effectively given shall be determined as follows:
 - 11.1.1 Notices given by personal delivery, by express service or by registered mail, postage prepaid, shall be deemed effectively given on the date of receipt or refusal at the address specified for notices.
 - 11.1.2 Notices given by facsimile shall be deemed effectively given on the date of the successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 11.2 For the purpose of notices, the addresses of the Parties are as follows:

To JD:

Address: 21F, Building A, No. 18 Kechuang 11 Street,
Yizhuang Economic and Technological Development Zone,
Daxing District, Beijing

Attention: Investment and Acquisition Team in
Legal Department of JD Group

Email: legalnotice@jd.com

Postcode: 101111

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

Address: Strategic Investment Department, 18F, Building A, No. 18 Kechuang 11 Street,
Yizhuang Economic and Technological Development Zone,
Daxing District, Beijing

Attention: Jichuan LUO

Email: luojichuan@jd.com

Postcode: 101111

To DADA:

Address: 22F, Oriental Fisherman's Wharf, No.1088 Yangshupu Road,
Yangpu District, Shanghai

Attention: Legal Department of DADA Group

Email: legal@imdada.cn

Telephone: +86 21 3165 7165

11.3 Any Party may at any time change its address for notices by a notice delivered to the other Party in accordance with the Article 11 hereof.

12. Liability for Breach of Contract

12.1 If a Party causes any losses to the other Party due to its breach of this Agreement, such Party shall be liable for breach of contract in accordance with applicable laws.

12.2 The Parties understand and agree that they are entering into this Agreement on behalf of themselves and their subordinate Affiliates, and are obliged to cause and procure their subordinate Affiliates to comply with and perform this Agreement.

13. Governing Law and Resolution of Disputes

13.1 The execution, validity, interpretation, performance, amendment and termination of this Agreement and dispute resolution shall be governed by the laws of Hong Kong, without regard to principles of conflict of laws thereunder.

13.2 In the event of any dispute with respect to the interpretation and performance of this Agreement, the Parties shall first resolve the dispute through amicable negotiations. In the event that the Parties fail to reach an agreement on the dispute within 30 days after either Party's request to the other Parties for the resolution of the dispute through negotiation, either Party may submit the relevant dispute to the Hong Kong International Arbitration Centre (HKIAC) for arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted.

13.3 The seat of arbitration shall be Hong Kong. There shall be one (1) arbitrator and such arbitrator shall be elected by the Secretary-General of HKIAC. The arbitrator shall be qualified to practice law in Hong Kong. The place of arbitration shall be in Hong Kong. The arbitral award is final and binding upon both Parties.

13.4 Any Party to the dispute shall be entitled to seek preliminary injunctive relief or other equitable reliefs from any court of competent jurisdiction during the formation of the arbitral tribunal.

13.5 Upon the occurrence of any disputes arising from the interpretation and performance of this Agreement or during the pending arbitration of any dispute, except for the matters under dispute, the Parties hereto shall continue to exercise their respective rights and perform their respective obligations hereunder.

14. Additional Covenants

- 14.1 Any amendment and supplement to this Agreement shall be made in writing. The amendments and supplementary agreements that have been duly executed by the Parties and that relate to this Agreement shall form an integral part of this Agreement and shall have the same legal effect as this Agreement.
- 14.2 Without prior written consent from the other Parties, neither Party shall assign this Agreement and the rights and obligations hereunder to any third party, provided, however, that an appropriate subordinate Affiliate of a Party may be designated to implement such cooperative matters in accordance with specific needs.
- 14.3 During the effective term of this Agreement, neither Party shall make negative comments of the other Party on any public occasion, the content of which includes but is not limited to corporate image, company brand, design, development, and application of products, and operation strategy and all other information relevant to the company and the products.
- 14.4 Upon the effectiveness of this Agreement, this Agreement shall constitute the entire agreement and consensus reached between the Parties hereto with respect to the content hereof and supersede all other agreements and consensus reached between the Parties with respect to the subject matter hereof, both in written and oral forms, prior to the date of this Agreement.
- 14.5 If any provision hereof is held invalid, illegal or unenforceable, the validity, legality and enforceability of the other parts and provisions hereof shall not be affected. The Parties shall address such invalid, illegal or unenforceable provisions through amicable negotiations based on the principle of realizing the original commercial intent to the extent possible.
- 14.6 This Agreement shall be made in four (4) originals with each Party holding two (2) originals. Each original shall have the same legal effect.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, each Party have caused this Agreement to be executed by its duly authorized representative as of the date set forth in the first page.

JD.com, Inc.

By: /s/ Richard Qiangdong Liu
Name:
Title:

Dada Nexus Limited

By: /s/ Philip Jiaqi Kuai
Name:
Title:

[Signature Page to Business Cooperation Agreement]