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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 an annual report on Form 20-F for the fiscal year ended December 31, 2022 (the “**Form 20-F**”) with the Securities and Exchange Commission of the United States. The Form 20-F is attached and is available for viewing on our website at <http://ir.jd.com>.

By Order of the Board of Directors
JD.com, Inc.
Mr. Richard Qiangdong Liu
Chairman of the Board of Directors

Hong Kong, April 20, 2023

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

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

FORM 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2022.**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report

Commission file number: 001-36450

JD.com, Inc.

(Exact Name of Registrant as Specified in its Charter)

N/A

(Translation of Registrant's Name into English)

Cayman Islands

(Jurisdiction of Incorporation or Organization)

20th Floor, Building A, No. 18 Kechuang 11 Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111
People's Republic of China
(Address of Principal Executive Offices)

Sandy Ran Xu, Chief Financial Officer
Telephone: +86 10 8911-8888

Email: ir@jd.com
20th Floor, Building A, No. 18 Kechuang 11 Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111
People's Republic of China

(Name, Telephone, E-mail and/or Facsimile Number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange On Which Registered</u>
American depositary shares (one American depositary share representing two Class A ordinary shares, par value US\$0.00002 per share)	JD	The Nasdaq Stock Market LLC (The Nasdaq Global Select Market)
Class A ordinary shares, par value US\$0.00002 per share	9618	The Stock Exchange of Hong Kong Limited

Securities registered or to be registered pursuant to Section 12(g) of the Act:

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report:

2,756,642,200 Class A ordinary shares (excluding the 36,656,144 Class A ordinary shares issued to the depositary bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our Share Incentive Plan) and 386,374,723 Class B ordinary shares, par value US\$0.00002 per share, as of December 31, 2022.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards † provided pursuant to Section 13(a) of the Exchange Act.

† The term “new or revised financial accounting standard” refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued
by the International Accounting Standards Board

Other

If “Other” has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

TABLE OF CONTENT

INTRODUCTION	1
FORWARD-LOOKING INFORMATION	6
Part I	7
Item 1. Identity of Directors, Senior Management and Advisers	7
Item 2. Offer Statistics and Expected Timetable	7
Item 3. Key Information	7
Item 4. Information on the Company	75
Item 4A. Unresolved Staff Comments	122
Item 5. Operating and Financial Review and Prospects	122
Item 6. Directors, Senior Management and Employees	141
Item 7. Major Shareholders and Related Party Transactions	151
Item 8. Financial Information	155
Item 9. The Offer and Listing	156
Item 10. Additional Information	157
Item 11. Quantitative and Qualitative Disclosures about Market Risk	167
Item 12. Description of Securities Other than Equity Securities	168
Part II	173
Item 13. Defaults, Dividend Arrearages and Delinquencies	173
Item 14. Modifications to the Rights of Security Holders and Use of Proceeds	173
Item 15. Controls and Procedures	173
Item 16A. Audit Committee Financial Expert	174
Item 16B. Code of Ethics	174
Item 16C. Principal Accountant Fees and Services	175
Item 16D. Exemptions from the Listing Standards for Audit Committees	176
Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers	176
Item 16F. Change in Registrant’s Certifying Accountant	176
Item 16G. Corporate Governance	176
Item 16H. Mine Safety Disclosure	176
Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	176
Part III	178
Item 17. Financial Statements	178
Item 18. Financial Statements	178
Item 19. Exhibits	178
SIGNATURES	184

INTRODUCTION

Unless otherwise indicated or the context otherwise requires, references in this annual report to:

- “ADSs” are to our American depositary shares, each of which represents two Class A ordinary shares;
- “annual active customer accounts” are to customer accounts that made at least one purchase during the twelve months ended on the respective dates, including both online retail and online marketplace;
- “CCASS” are to the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;
- “China” or the “PRC” are to the People’s Republic of China;
- “Companies (WUMP) Ordinance” are to the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended or supplemented from time to time;
- “CSRC” are to the China Securities Regulatory Commission;
- “HFCAA” are to the Holding Foreign Companies Accountable Act;
- “HK\$” or “Hong Kong dollars” or “HK dollars” are to Hong Kong dollars, the lawful currency of Hong Kong;
- “Hong Kong” or “HK” or “Hong Kong S.A.R.” are to the Hong Kong Special Administrative Region of the PRC;
- “Hong Kong Listing Rules” are to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or supplemented from time to time;
- “Hong Kong Share Registrar” are to Computershare Hong Kong Investor Services Limited;
- “Hong Kong Stock Exchange” are to The Stock Exchange of Hong Kong Limited;
- “JD Health” are to JD Health International Inc., a consolidated subsidiary of our company and the shares of which are listed on the Main Board of the Hong Kong Stock Exchange (Stock Code: 6618), and, except where the context otherwise requires, its subsidiaries and its consolidated variable interest entities and their subsidiaries;
- “JD Industrials” are to JINGDONG Industrials, Inc. (formerly known as JD Industrial Technology Inc. and renamed as in March 2023), a consolidated subsidiary of our company and, except where the context otherwise requires, its subsidiaries and its consolidated variable interest entities and their subsidiaries;
- “JD Logistics” are to JD Logistics, Inc., a consolidated subsidiary of our company and the shares of which are listed on the Main Board of the Hong Kong Stock Exchange (Stock Code: 2618), and, except where the context otherwise requires, its subsidiaries and its consolidated variable interest entities and their subsidiaries;
- “JD Property” are to JINGDONG Property, Inc. (formerly known as JD Property Group Corporation and renamed as in March 2023), a consolidated subsidiary of our company and, except where the context otherwise requires, its subsidiaries and its consolidated variable interest entities and their subsidiaries;
- “Main Board” are to the stock market (excluding the option market) operated by the Hong Kong Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market, or GEM, of the Hong Kong Stock Exchange;
- “ordinary shares” are to our Class A and Class B ordinary shares, par value US\$0.00002 per share;
- “PCAOB” are to the Public Company Accounting Oversight Board of the United States;
- “SEC” are to the United States Securities and Exchange Commission;
- “SFC” are to the Securities and Futures Commission of Hong Kong;

- “SFO” are to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended or supplemented from time to time; and
- “we,” “us,” “our company” or “our” are to JD.com, Inc., its subsidiaries, and, in the context of describing our operations and consolidated financial information, the consolidated variable interest entities and their subsidiaries. The consolidated variable interest entities include, among others, Beijing Jingdong 360 Degree E-Commerce Co., Ltd., Jiangsu Yuanzhou E-Commerce Co., Ltd., Xi’an Jingdong Xincheng Information Technology Co., Ltd., Jiangsu Jingdong Bangneng Investment Management Co., Ltd., and Suqian Juhé Digital Enterprise Management Co., Ltd. References to the consolidated variable interest entities may include their subsidiaries, depending on the context as appropriate. The consolidated variable interest entities are PRC companies conducting operations in the Chinese mainland, and their financial results have been consolidated into our consolidated financial statements under U.S. GAAP for accounting purposes. JD.com, Inc. is a holding company with no operations of its own. We do not have any equity ownership in the consolidated variable interest entities.

Summary of Risk Factors

An investment in our ADSs or Class A ordinary shares involves significant risks. Below is a summary of material risks we face, organized under relevant headings. The operational risks associated with being based in and having operations in the Chinese mainland also apply to operations in Hong Kong and Macau. While entities and businesses in Hong Kong and Macau operate under different sets of laws from the Chinese mainland, the legal risks associated with being based in and having operations in the Chinese mainland could apply to our operations in Hong Kong and Macau, if the laws applicable to the Chinese mainland become applicable to entities and businesses in Hong Kong and Macau in the future. These risks are discussed more fully in “Item 3.D. Key Information—Risk Factors.”

Risks Related to Our Business

Risks and uncertainties relating to our business include, but are not limited to, the following:

- If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected” on page 22 for details;
- We incurred net losses in the past and we may not be able to maintain profitability in the future. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—We incurred net losses in the past and we may not be able to maintain profitability in the future” on page 22 for details;
- If we are unable to provide superior customer experience, our business and reputation may be materially and adversely affected. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—If we are unable to provide superior customer experience, our business and reputation may be materially and adversely affected” on page 22 for details;
- Uncertainties relating to the growth and profitability of the retail industry in China in general, and the online retail industry in particular, could adversely affect our revenues and business prospects. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—Uncertainties relating to the growth and profitability of the retail industry in China in general, and the online retail industry in particular, could adversely affect our business, prospects and results of operations” on page 23 for details;
- Any harm to our JD brand or reputation may materially and adversely affect our business and results of operations. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—Any harm to our JD brand or reputation may materially and adversely affect our business and results of operations” on page 23 for details;
- If we are unable to offer products that attract purchases from new and existing customers, our business, financial condition and results of operations may be materially and adversely affected. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—If we are unable to offer products that attract purchases from new and existing customers, our business, financial condition and results of operations may be materially and adversely affected” on page 24 for details;
- If we are unable to manage our nationwide fulfillment infrastructure efficiently and effectively, our business prospects and results of operations may be materially and adversely affected. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—If we are unable to manage our nationwide fulfillment infrastructure efficiently and effectively, our business prospects and results of operations may be materially and adversely affected” on page 24 for details;

- We face intense competition. We may not be able to maintain or may lose market share and customers if we fail to compete effectively. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—We face intense competition. We may not be able to maintain or may lose market share and customers if we fail to compete effectively” on page 25 for details;
- Our expansion into new product categories and substantial increase in the number of products may expose us to new challenges and more risks. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—Our expansion into new product categories and substantial increase in the number of products may expose us to new challenges and more risks” on page 26 for details;
- If we fail to manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—If we fail to manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected” on page 26 for details;
- Our business is subject to complex and evolving Chinese and international laws and regulations regarding data privacy and cybersecurity. Failure to protect confidential information of our customers and network against security breaches could damage our reputation and brand and substantially harm our business and results of operations. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—Our business is subject to complex and evolving Chinese and international laws and regulations regarding data privacy and cybersecurity. Failure to protect confidential information of our customers and network against security breaches could damage our reputation and brand and substantially harm our business and results of operations” on page 35 for details;
- The approval of the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—The approval of and/or filing with the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing” on page 49 for details;
- The PCAOB had historically been unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections of our auditor in the past has deprived our investors with the benefits of such inspections. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—The PCAOB had historically been unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections of our auditor in the past has deprived our investors with the benefits of such inspections” on page 50 for details; and
- Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment” on page 50 for details.

Risks Related to Our Corporate Structure

Risks and uncertainties relating to our corporate structure include, but are not limited to, the following:

- We are a Cayman Islands holding company with no equity ownership in the consolidated variable interest entities and we conduct certain of our operations through the consolidated variable interest entities, with which we have maintained contractual arrangements. Investors in our ADSs or Class A ordinary shares thus are not purchasing equity interest in the consolidated variable interest entities in China but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government determines that the contractual agreements that constituting part of the consolidated variable interest entities the structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. Our holding company, the consolidated variable interest entities and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the consolidated variable interest entities and, consequently, significantly affect the financial performance of the consolidated variable interest entities and our company as a whole. The PRC regulatory authorities could disallow the variable interest entities structure, which would likely result in a material adverse change in our operations, and our ADSs or Class A ordinary shares may decline significantly in value. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—If the PRC government determines that the contractual arrangements constituting part of the consolidated variable interest entities structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations” on page 52 for details

- Any failure by the consolidated variable interest entities or their shareholders to perform their obligations under the contractual arrangements with them would have a material and adverse effect on our business. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—Any failure by the consolidated variable interest entities or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business” on page 54 for details; and
- The shareholders of the consolidated variable interest entities may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—The shareholders of the consolidated variable interest entities may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition” on page 55 for details.

Risks Related to Doing Business in China

We are also subject to risks and uncertainties relating to doing business in China in general, including, but are not limited to, the following:

- PRC government has significant authority in regulating our operations and may influence our operations. It may exert more oversight and control over offerings conducted overseas by, and/or foreign investment in, China-based issuers, which could significantly limit or completely hinder our ability to offer or continue to offer securities to investors. Implementation of industry-wide regulations in this nature may cause the value of such securities to significantly decline. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—The PRC government’s significant oversight over our business operation could result in a material adverse change in our operations and the value of our ADSs and Class A ordinary shares” on page 61 for details;
- Changes in China’s or global economic, political or social conditions or government policies could have a material and adverse effect on our business and operations. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—Changes in China’s or global economic, political or social conditions or government policies could have a material and adverse effect on our business and operations” on page 57 for details;
- Uncertainties with respect to the legal system in the Chinese mainland could adversely affect us. Certain laws and regulations in the Chinese mainland can evolve quickly, which bring risks and uncertainties to their interpretation and enforcement. Administrative and court proceedings in the Chinese mainland may be protracted. Some government policies and internal rules may not be published on a timely manner. These risks and uncertainties may make it difficult for us to meet or comply with requirements under the applicable laws and regulations. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the legal system in the Chinese mainland could adversely affect us” on page 58 for details;
- We are subject to consumer protection laws that could require us to modify our current business practices and incur increased costs. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We are subject to consumer protection laws that could require us to modify our current business practices and incur increased costs” on page 58 for details;
- We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies such as e-commerce business and internet platforms” on page 59 for details; and
- The funds in our PRC subsidiaries or the consolidated variable interest entities in the Chinese mainland may not be available to fund operations or for other use outside of the Chinese mainland due to interventions in or the imposition of restrictions and limitations on the ability of our holding company, our subsidiaries, or the consolidated variable interest entities by the PRC government on cash transfers. Although currently there are not equivalent or similar restrictions or limitations in Hong Kong on cash transfers in, or out of, our Hong Kong entities, if certain restrictions or limitations in the Chinese mainland were to become applicable to cash transfers in and out of Hong Kong entities in the future, the funds in our Hong Kong entities, likewise, may not be available to fund operations or for other use outside of Hong Kong. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business” on page 55 and “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment” on page 63 for details.

Risks Related to Our ADSs and Class A Ordinary Shares

In addition to the risks described above, we are subject to general risks relating to our ADSs and Class A ordinary shares, including, but not limited to, the following:

- The trading price of our ADSs and Class A ordinary shares have been and are likely to continue to be volatile, which could result in substantial losses to holders of our Class A ordinary shares and/or ADSs. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our ADSs and Class A Ordinary Shares—The trading price of our ADSs and Class A ordinary shares have been and are likely to continue to be volatile, which could result in substantial losses to holders of our Class A ordinary shares and/or ADSs” on page 67 for details;
- We adopt different practices as to certain matters as compared with many other companies listed on the Hong Kong Stock Exchange. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our ADSs and Class A Ordinary Shares—We adopt different practices as to certain matters as compared with many other companies listed on the Hong Kong Stock Exchange” on page 68 for details;
- We cannot guarantee that any share repurchase program will be fully consummated or that any share repurchase program will enhance long-term shareholder value, and share repurchases could increase the volatility of the price of our Class A ordinary shares and/or ADSs and could diminish our cash reserves. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our ADSs and Class A Ordinary Shares—We cannot guarantee that any share repurchase program will be fully consummated or that any share repurchase program will enhance long-term shareholder value, and share repurchases could increase the volatility of the price of our Class A ordinary shares and/or ADSs and could diminish our cash reserves” on page 68 for details; and
- If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, the market price for our Class A ordinary shares and/or ADSs and trading volume could decline. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our ADSs and Class A Ordinary Shares—If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, the market price for our Class A ordinary shares and/or ADSs and trading volume could decline” on page 68 for details.

FORWARD-LOOKING INFORMATION

This annual report on Form 20-F contains forward-looking statements that reflect our current expectations and views of future events. These statements are made under the “safe harbor” provisions of the U.S. Private Securities Litigation Reform Act of 1995. You can identify these forward-looking statements by terminology such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “is/are likely to,” “future,” “potential,” “continue” or other similar expressions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. These forward-looking statements include statements relating to, among other things:

- our goals and strategies;
- our future business development, financial conditions and results of operations;
- the expected growth of the retail and online retail markets in China;
- our expectations regarding demand for and market acceptance of our products and services;
- our expectations regarding our relationships with customers, suppliers and third-party merchants;
- our plans to invest in our fulfillment infrastructure and technology platform as well as new business initiatives;
- competition in our industry; and
- relevant government policies and regulations relating to our industry.

We would like to caution you not to place undue reliance on these forward-looking statements and you should read these statements in conjunction with the risk factors disclosed in “Item 3.D. Key Information—Risk Factors.” Those risks are not exhaustive. We operate in a rapidly evolving environment. New risks emerge from time to time and it is impossible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ from those contained in any forward-looking statement. We do not undertake any obligation to update or revise the forward-looking statements except as required under applicable law. You should read this annual report and the documents that we reference in this annual report completely and with the understanding that our actual future results may be materially different from what we expect.

Our reporting currency is the Renminbi, or RMB. This annual report contains translations of RMB and Hong Kong dollar amounts into U.S. dollars at specific rates solely for the convenience of the reader. Unless otherwise stated, all translations of RMB and Hong Kong dollars into U.S. dollars and from U.S. dollars into RMB in this annual report were made at a rate of RMB6.8972 to US\$1.00 and HK\$7.8015 to US\$1.00, the respective exchange rates on December 30, 2022 set forth in the H.10 statistical release of the Federal Reserve Board. We make no representation that any RMB, Hong Kong dollar or U.S. dollar amounts referred to in this annual report could have been, or could be, converted into U.S. dollars, RMB or Hong Kong dollars, as the case may be, at any particular rate or at all.

PART I

Item 1. Identity of Directors, Senior Management and Advisers

Not applicable.

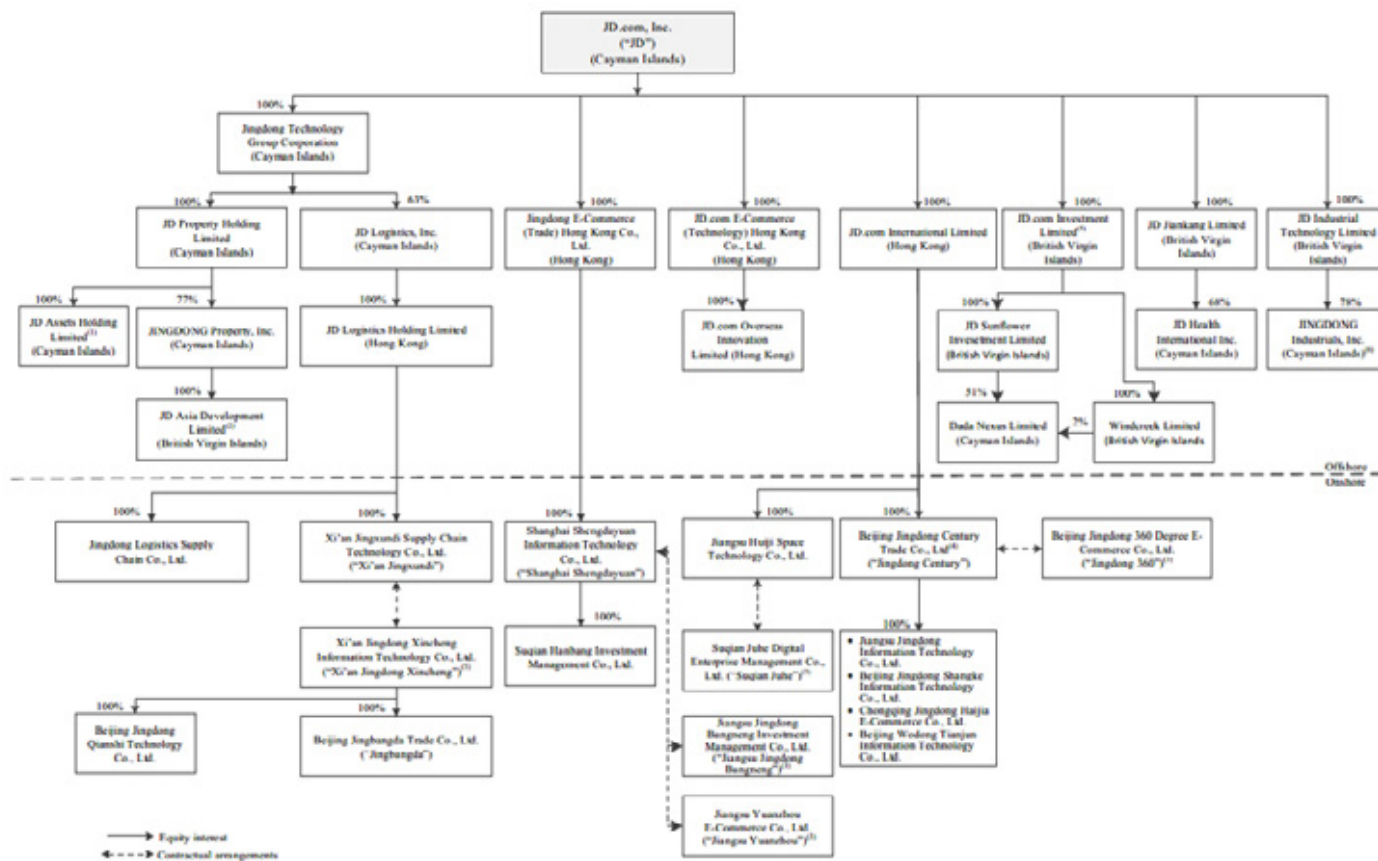
Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information

Our Organizational Structure

The following diagram illustrates our corporate structure, including our principal subsidiaries and the consolidated variable interest entities as of February 28, 2023:



Notes:

- (1) JD Assets Holding Limited has 59 subsidiaries holding, directly or indirectly, non-logistics properties.
- (2) JD Asia Development Limited has 418 subsidiaries holding, directly or indirectly, logistics properties.
- (3) Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng, Jiangsu Jingdong Bangneng and Suqian Juhe are the significant consolidated variable interest entities which we have contractual arrangements with. Suqian Juhe is 45% owned by Mr. Richard Qiangdong Liu, 30% owned by Ms. Yayun Li and 25% owned by Ms. Pang Zhang. Each of Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and Jiangsu Jingdong Bangneng is 45% owned by Mr. Qin Miao, 30% owned by Ms. Yayun Li and 25% owned by Ms. Pang Zhang. Mr. Richard Qiangdong Liu is our chairman of board of directors, Mr. Qin Miao is a vice president of our company, Ms. Yayun Li is chief executive officer of JD Technology (formerly known as Jingdong Digits Technology Holding Co., Ltd. and renamed as Jingdong Technology Holding Co., Ltd. in May 2021), a significant investee of our company, and Ms. Pang Zhang is our chief human resources officer.

- (4) Jingdong Century has 259 subsidiaries that engage in retail business.
 - (5) JD.com Investment Limited has 75 subsidiaries that hold, directly or indirectly, the companies invested by us.
 - (6) JINGDONG Industrials, Inc. completed its Series B Preference Shares financing in March 2023, upon which we held approximately 78% of the issued and outstanding shares of JINGDONG Industrials, Inc.
- * The diagram above omits our equity investees that are insignificant individually and in the aggregate.

Our Holding Company Structure and Contractual Arrangements with the Consolidated Variable Interest Entities

JD.com, Inc. is not an operating company but a Cayman Islands holding company with no equity ownership in the consolidated variable interest entities, but maintains contractual arrangements with the consolidated variable interest entities and is considered the primary beneficiary of these entities, whose financial results are consolidated in JD.com, Inc.'s consolidated financial statements under the U.S. GAAP for accounting purposes. The contractual arrangements may not be as effective as direct equity ownership in the consolidated variable interest entities, and the relevant government authorities may challenge the enforceability of these contractual arrangements. We conduct our operations in the Chinese mainland through (i) our PRC subsidiaries and (ii) the consolidated variable interest entities with which we have maintained contractual arrangements. The laws and regulations in the Chinese mainland restrict and impose conditions on foreign investment in certain value-added telecommunication services and certain other restricted services related to our businesses, such as domestic document delivery services. Accordingly, we operate these businesses in the Chinese mainland through the consolidated variable interest entities, and such structure is used to provide investors with exposure to foreign investment in China-based companies where laws and regulations in the Chinese mainland prohibit or restrict direct foreign investment in certain operating companies, and rely on contractual arrangements among our PRC subsidiaries, the consolidated variable interest entities and their shareholders to control the business operations of the consolidated variable interest entities. The external revenues contributed by the consolidated variable interest entities accounted for 5.0%, 6.2% and 6.9% of our total revenues for the years of 2020, 2021 and 2022, respectively. As used in this annual report, “we,” “us,” “our company” and “our” refers to JD.com, Inc., its subsidiaries, and, in the context of describing our operations and consolidated financial information, the consolidated variable interest entities in China, including but not limited to Beijing Jingdong 360 Degree E-Commerce Co., Ltd., or Jingdong 360, which was established in April 2007 and holds our ICP license as an internet information provider and operates our www.jd.com website; Jiangsu Yuanzhou E-Commerce Co., Ltd., or Jiangsu Yuanzhou, which was established in September 2010 and primarily engages in the business of selling books, audio and video products; Xi'an Jingdong Xincheng Information Technology Co., Ltd., or Xi'an Jingdong Xincheng, which was established in June 2017 and primarily provides technology and consulting services relating to logistics services; Jiangsu Jingdong Bangneng Investment Management Co., Ltd., or Jiangsu Jingdong Bangneng, which was established in August 2015 and primarily engages in business of investment management; and Suqian Juhe Digital Enterprise Management Co., Ltd., or Suqian Juhe, which was established in June 2020 and primarily provides enterprise management services. The consolidated variable interest entities are PRC companies conducting operations in the Chinese mainland, and their financial results have been consolidated into our consolidated financial statements under U.S. GAAP for accounting purposes. JD.com, Inc. is a holding company with no operations of its own. We do not have any equity ownership in the consolidated variable interest entities. Investors in our ADSs or Class A ordinary shares are not purchasing equity interest in the consolidated variable interest entities in the Chinese mainland but instead are purchasing equity interest in a holding company incorporated in the Cayman Islands, and may never directly hold equity interests in the consolidated variable interest entities in the Chinese mainland.

A series of contractual agreements, including loan agreements, exclusive purchase option agreements, exclusive technology consulting and services agreements or exclusive business cooperation agreements, as applicable, intellectual property rights license agreement, equity pledge agreements, powers of attorney, business cooperation agreement and business operations agreements, have been entered into by and among our subsidiaries, the consolidated variable interest entities and their respective shareholders. Terms contained in each set of contractual arrangements with the consolidated variable interest entities and their respective shareholders are substantially similar. As a result of the contractual arrangements, we are considered the primary beneficiary of these companies and have consolidated the financial results of these companies in our consolidated financial statements under the U.S. GAAP for accounting purposes. Neither JD.com, Inc. nor its investors has an equity ownership in, direct foreign investment in, or control through such ownership or investment of, the consolidated variable interest entities, and the contractual arrangements are not equivalent to an equity ownership in the business of the consolidated variable interest entities. For more details of these contractual arrangements, see “Item 4.C. Information on the Company—Organizational Structure—The Consolidated Variable Interest Entities.”

However, the contractual arrangements may not be as effective as direct ownership in providing us with control over the consolidated variable interest entities and we may incur substantial costs to enforce the terms of the arrangements. In addition, these agreements have not been tested in courts of the Chinese mainland. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—We rely on contractual arrangements with the consolidated variable interest entities and their owners for a portion of our business operations, which may not be as effective as direct ownership in providing operational control” and “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—The shareholders of the consolidated variable interest entities may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.”

Our corporate structure is subject to risks associated with the contractual arrangements with the consolidated variable interest entities. If the PRC government determines that the contractual arrangements constituting part of the consolidated variable interest entities structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. The PRC regulatory authorities could disallow the variable interest entities structure, which would likely result in a material adverse change in our operations, and our ADSs or Class A ordinary shares may decline significantly in value or become worthless. Our holding company, our PRC subsidiaries and the consolidated variable interest entities, and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the consolidated variable interest entities and, consequently, significantly affect the financial performance of the consolidated variable interest entities and our company as a whole. For a detailed description of the risks associated with our corporate structure, please refer to risks disclosed under “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure.” Specifically, there are also substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules regarding the status of the rights of our Cayman Islands holding company with respect to its contractual arrangements with the consolidated variable interest entities and their shareholders. It is uncertain whether any new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or any of the consolidated variable interest entities is found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—If the PRC government determines that the contractual arrangements constituting part of the consolidated variable interest entities structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations” and “—Our current corporate structure and business operations may be affected by the PRC Foreign Investment Law.”

Risks and Uncertainties Relating to Doing Business in China

We face various risks and uncertainties related to doing business in the Chinese mainland. Our business operations are primarily conducted in the Chinese mainland, and we are subject to complex and evolving laws and regulations in the Chinese mainland. For example, we face risks associated with regulatory approvals on offshore offerings, antimonopoly regulatory actions, and oversight on cybersecurity and data privacy, as well as the lack of inspection by the PCAOB, on our auditor, which may impact our ability to conduct certain businesses, accept foreign investments, or list on a United States stock exchange. These risks could result in a material adverse change in our operations and the value of our ADSs and Class A ordinary shares, significantly limit or completely hinder our ability to continue to offer securities to investors, or cause the value of such securities to significantly decline. As of the date of this annual report, regulatory actions related to data security or anti-monopoly concerns in Hong Kong do not have a material impact on our ability to conduct business, accept foreign investment in the future, continue to list on a United States stock exchange or maintain our listing status on the Hong Kong Stock Exchange. However, new regulatory actions related to data security or anti-monopoly concerns in Hong Kong may be taken in the future, and such regulatory actions may have a material impact on our ability to conduct business, accept foreign investment, continue to list on a United States stock exchange or maintain our listing status on the Hong Kong Stock Exchange. For a detailed description of risks related to doing business in China, please refer to risks disclosed under “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China.”

PRC government has significant authority in regulating our operations and may influence our operations. It may exert more oversight and control over offerings conducted overseas by, and/or foreign investment in, China-based issuers, which could significantly limit or completely hinder our ability to offer or continue to offer securities to investors. Implementation of industry-wide regulations in this nature may cause the value of such securities to significantly decline. For more details, see “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—The PRC government’s significant oversight over our business operation could result in a material adverse change in our operations and the value of our ADSs and Class A ordinary shares.”

Risks and uncertainties arising from the PRC legal system, including risks and uncertainties regarding the enforcement of laws and quickly evolving rules and regulations in the Chinese mainland, could result in a material adverse change in our operations and the value of our ADSs and Class A ordinary shares. For more details, see “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—Uncertainties with respect to the legal system in the Chinese mainland could adversely affect us” and “—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies such as e-commerce business and internet platforms.”

The Holding Foreign Companies Accountable Act

Pursuant to the HFCAA, if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspections by the PCAOB for two consecutive years, the SEC will prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States. On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in the Chinese mainland and Hong Kong, including our auditor. In May 2022, the SEC conclusively listed us as a Commission-Identified Issuer under the HFCAA following the filing of the annual report on Form 20-F for the fiscal year ended December 31, 2021. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed the Chinese mainland and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. For this reason, we do not expect to be identified as a Commission-Identified Issuer under the HFCAA after we file this annual report on Form 20-F. Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in the Chinese mainland and Hong Kong, among other jurisdictions. If PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in the Chinese mainland and Hong Kong and we continue to use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the Securities and Exchange Commission, we would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. There can be no assurance that we would not be identified as a Commission-Identified Issuer for any future fiscal year, and if we were so identified for two consecutive years, we would become subject to the prohibition on trading under the HFCAA. For more details, see “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—The PCAOB had historically been unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections of our auditor in the past has deprived our investors with the benefits of such inspections” and “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.”

Permissions Required from the PRC Authorities for Our Operations

We conduct our business primarily through our PRC subsidiaries and the consolidated variable interest entities in China. Our operations in China are governed by PRC laws and regulations. As of the date of this annual report, our PRC subsidiaries and the consolidated variable interest entities have obtained the necessary licenses and permits from the PRC government authorities, including, among others, ICP licenses, Courier Service Operation Permits and Practicing License for Medical Institutions, except as disclosed in “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies such as e-commerce business and internet platforms.” Given the uncertainties of interpretation and implementation of relevant laws and regulations and the enforcement practice by relevant government authorities, we may be required to obtain additional licenses, permits, filings or approvals for our business and operations in the future.

Furthermore, in connection with our previous issuance of securities to foreign investors, under current PRC laws, regulations and regulatory rules, as of the date of this annual report, we, our PRC subsidiaries and the consolidated variable interest entities, (i) are not required to obtain permissions from the China Securities Regulatory Commission, or the CSRC, (ii) are not required to file an application for cybersecurity review by the Cyberspace Administration of China, or the CAC, as advised by Shihui Partners, our PRC legal counsel, and (iii) have not been asked to obtain or were denied such permissions by any PRC authority.

If (i) we do not receive or maintain any permissions or approvals, (ii) we inadvertently concluded that certain permissions or approvals have been acquired or are not required, or (iii) applicable laws, regulations or interpretations thereof change and we become subject to the requirement of additional permissions or approvals in the future, we cannot assure you that we will be able to obtain such permissions or approvals in a timely manner, or at all, and such approvals may be rescinded even if obtained. Any such circumstance could subject us to penalties, including fines, suspension of business and revocation of required licenses, which could materially and adversely affect our business, financial condition and results of operations.

However, the PRC government has promulgated certain regulations and rules to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers. On February 17, 2023, the CSRC released the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies and five supporting guidelines, or, collectively, the Trial Measures, which came into effect on March 31, 2023. According to the Trial Measures, domestic companies in the Chinese mainland that directly or indirectly offer or list their securities in an overseas market are required to file with the CSRC. In addition, an overseas-listed company must also submit the filing with respect to its follow-on offerings, issuance of convertible corporate bonds and exchangeable bonds, and other equivalent offering activities, within a specific time frame requested under the Trial Measures. Therefore, we will be required to file with the CSRC for our overseas offering of equity and equity linked securities in the future within the applicable scope of the Trial Measures. For more detailed information, see “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—The approval of and/or filing with the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing.”

Cash and Asset Flows through Our Organization

JD.com, Inc. is a holding company with no operations of its own. We conduct our operations in the Chinese mainland primarily through our subsidiaries and the consolidated variable interest entities in the Chinese mainland. As a result, although other means are available for us to obtain financing at the holding company level, JD.com, Inc.’s ability to pay dividends to the shareholders and investors of the ADSs and to service any debt it may incur may depend upon dividends paid by our PRC subsidiaries and license and service fees paid by the consolidated variable interest entities. If any of our subsidiaries incurs debt on its own behalf in the future, the instruments governing such debt may restrict its ability to pay dividends to JD.com, Inc. In addition, our PRC subsidiaries are permitted to pay dividends to JD.com, Inc. only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Further, our PRC subsidiaries and the consolidated variable interest entities are required to make appropriations to certain statutory reserve funds or may make appropriations to certain discretionary funds, which are not distributable as cash dividends except in the event of a solvent liquidation of the companies. For more details, see “Item 5.B. Operating and Financial Review and Prospects—Liquidity and Capital Resources—Holding Company Structure.”

Our board of directors has complete discretion on whether to distribute dividends subject to our current memorandum and articles of association and certain restrictions under Cayman Islands law. In addition, our shareholders may, by ordinary resolution, declare dividends, but no dividend shall exceed the amount recommended by our board of directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. See “Item 8.A. Financial Information—Consolidated Statements and Other Financial Information—Dividend Policy” for details.

As a Cayman Islands exempted company and offshore holding company, we are permitted under PRC laws and regulations to provide funding to our wholly foreign-owned subsidiaries in the Chinese mainland only through loans or capital contributions, subject to the approval of government authorities and limits on the amount of capital contributions and loans. In addition, our wholly foreign-owned subsidiaries in the Chinese mainland may provide RMB funding to their respective subsidiaries only through capital contributions and entrusted loans, and to the consolidated variable interest entities only through entrusted loans. See “Introduction—Summary of Risk Factors—Risks Related to Our Corporate Structure,” “Item 5.B. Operating and Financial Review—Liquidity and Capital Resources” and “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from making loans to our PRC subsidiaries and the consolidated variable interest entities or making additional capital contributions to our wholly foreign-owned subsidiaries in the Chinese mainland, which could materially and adversely affect our liquidity and our ability to fund and expand our business.”

Under PRC laws and regulations, our PRC subsidiaries and the consolidated variable interest entities are subject to certain restrictions with respect to paying dividends or otherwise transferring any of their net assets to us. Remittance of dividends by a wholly foreign-owned enterprise out of the Chinese mainland is also subject to examination by the banks designated by State Administration of Foreign Exchange, or SAFE. The amounts restricted include the paid-in capital and the statutory reserve funds of our PRC subsidiaries and the net assets of the consolidated variable interest entities in which we have no legal ownership, totaling RMB28.9 billion, RMB46.4 billion and RMB58.2 billion (US\$8.4 billion) as of December 31, 2020, 2021 and 2022, respectively. Furthermore, cash transfers from our PRC subsidiaries and the consolidated variable interest entities to entities outside of the Chinese mainland are subject to PRC governmental control on currency conversion. As a result, the funds in our PRC subsidiaries or the consolidated variable interest entities in the Chinese mainland may not be available to fund operations or for other use outside of the Chinese mainland due to interventions in, or the imposition of restrictions and limitations on, the ability of our holding company, our subsidiaries, or the consolidated variable interest entities by the PRC government on such currency conversion. As of the date of this annual report, there are not equivalent or similar restrictions or limitations in Hong Kong on cash transfers in, or out of, our Hong Kong entities. However, if certain restrictions or limitations were to become applicable to cash transfers in and out of Hong Kong entities in the future, the funds in our Hong Kong entities may not be available to fund operations or for other use outside of Hong Kong. For risks relating to the fund flows of our operations in China, see “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.” and “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.”

Under PRC law, JD.com, Inc. may provide funding to our PRC subsidiaries only through capital contributions or loans, and to the PRC consolidated variable interest entities only through loans, subject to satisfaction of applicable government registration that we are not able to make direct capital contribution.

Our company has established a centralized cash management policy to direct how funds are transferred between JD.com, Inc., our subsidiaries and the consolidated variable interest entities and their subsidiaries to improve the efficiency and ensure the security of cash management. Our management has established a series of manuals and policies on funds management, bank accounts management, financing activities and safe handling of cash and assets, which apply to all of our subsidiaries and the consolidated variable interest entities and their subsidiaries. We and our consolidated subsidiaries that are listed on the Hong Kong Stock Exchange have also established respective centralized cash management accounts within certain entities, under which funds are transferred and dispatched to each subsidiary or consolidated variable interest entity under central command. The major offshore entities outside of the Chinese mainland with the function of centralized cash management are JD.com, Inc. (our holding company), JD.com International Limited (our intermediate holding company), JD Logistics, Inc., and JD Health International Inc. (both of which are our subsidiaries). In addition, the major entities within the Chinese mainland with similar functions are Beijing Jingdong Century Trade Co., Ltd. (a primary beneficiary of the consolidated variable interest entities), Beijing Jingbangda Trade Co., Ltd. (a consolidated variable interest entity), and Beijing Jingdong Jiankang Co., Ltd. (a primary beneficiary of the consolidated variable interest entities). The centralized cash management function in these entities lead to high-volume and high-frequency cash transferred and dispatched to the remaining consolidated subsidiaries and consolidated variable interest entities. We have complied with the applicable laws and regulations for the operation of such cash centralized management accounts and completed necessary registration and approval procedures with relevant governmental authorities. Every fund transfer within our group goes through an appropriate review and approval process depending on the nature and amount of the transfer under our cash management policy.

For the years ended December 31, 2020, 2021 and 2022, JD.com, Inc. provided loans of RMB13.4 billion and RMB20.9 billion to, and received repayment of RMB7.4 billion (US\$1.1 billion) from, our intermediate holding companies through our day-to-day centralized cash management activities. Please refer to the line item “Loans (provided to)/settled by internal companies” in the “Parent” column of the tables titled “Financial Information Related to the Consolidated Variable Interest Entities—Selected Condensed Consolidated Cash Flows Information” for the years ended December 31, 2020, 2021 and 2022 on pages 19–21 for the detail figures.

Our day-to-day centralized cash management activities also cover the cash flow of the consolidated variable interest entities. For the years ended December 31, 2020 and 2021, the consolidated variable interest entities received funding by (i) loans from our intermediate holding companies and (ii) capital contribution in the form of loans from our intermediate holding companies to nominee shareholders, totaling RMB3.4 billion and RMB11.7 billion, respectively. For the year ended December 31, 2022, the consolidated variable interest entities repaid RMB3.2 billion (US\$0.5 billion) to our intermediate holding companies. Please refer to the sum of line item “Capital injection from controlling shareholders” and line item “Net proceeds from/(repayment to) internal companies” in the “Consolidated Variable Interest Entities” column of the tables titled “Financial Information Related to the Consolidated Variable Interest Entities—Selected Condensed Consolidated Cash Flows Information” for the years ended December 31, 2020, 2021 and 2022 on pages 19–21 for the detail figures. The consolidated variable interest entities received repayment of loans of RMB0.3 billion, RMB1.1 billion from, and provided funding of RMB11.3 billion (US\$1.6 billion) to, our intermediate holding companies for the years ended December 31, 2020, 2021 and 2022, respectively.] Please refer to the line item “Loans (provided to)/settled by internal companies” in the “Consolidated Variable Interest Entities” column of the tables titled “Financial Information Related to the Consolidated Variable Interest Entities—Selected Condensed Consolidated Cash Flows Information” for the years ended December 31, 2020, 2021 and 2022 on pages 19–21 for the detail figures.

In May 2022, our board of directors approved a special cash dividend of US\$0.63 per ordinary share, or US\$1.26 per ADS, to holders of ordinary shares and holders of ADSs, respectively. The aggregate amount of the special dividend was approximately US\$2.0 billion. In March 2023, our board of directors approved a cash dividend of US\$0.31 per ordinary share, or US\$0.62 per ADS, to holders of ordinary shares and holders of ADSs. The aggregate amount of the cash dividend was approximately US\$1.0 billion. In addition, we plan to adopt an annual dividend policy, under which we may choose to declare and distribute a cash dividend each year, at an amount determined in relation to our financial performance in the previous fiscal year, among other factors. The determination to make dividend distributions in any particular year will be made at the discretion of our board of directors based upon factors such as our results of operations, cash flow, financial condition, capital requirements and other considerations that the board deems relevant. See “Item 8.A. Financial Information—Consolidated Statements and Other Financial Information—Dividend Policy.” For PRC and United States federal income tax considerations of an investment in our ADSs, see “Item 10.E. Additional Information—Taxation.”

A. Selected Financial Data

The following table presents the selected consolidated financial information of our company. The selected consolidated statements of operations data for the years ended December 31, 2020, 2021 and 2022, selected consolidated balance sheets data as of December 31, 2021 and 2022, selected consolidated cash flow data for the years ended December 31, 2020, 2021 and 2022 have been derived from our audited consolidated financial statements, which are included in this annual report.

The selected consolidated statements of operations data for the years ended December 31, 2018 and 2019, selected consolidated balance sheets data as of December 31, 2018, 2019 and 2020 and selected consolidated cash flow data for the years ended December 31, 2018 and 2019 have been derived from our audited consolidated financial statements not included in this annual report. Our historical results do not necessarily indicate results expected for any future periods. The selected consolidated financial data should be read in conjunction with, and are qualified in their entirety by reference to, our audited consolidated financial statements and related notes and “Operating and Financial Review and Prospects” below. Our consolidated financial statements are prepared and presented in accordance with U.S. GAAP.

	For the Year Ended December 31,					
	2018 RMB	2019 RMB	2020 RMB	2021 RMB	2022 RMB	US\$
(in millions, except for share, per share and per ADS data)						
Selected Consolidated Statements of Operations Data:						
Net Revenues⁽¹⁾:						
Net product revenues	416,109	510,734	651,879	815,655	865,062	125,422
Net service revenues	45,911	66,154	93,923	135,937	181,174	26,268
Total net revenues	462,020	576,888	745,802	951,592	1,046,236	151,690
Cost of revenues	(396,066)	(492,467)	(636,694)	(822,526)	(899,163)	(130,366)
Fulfillment	(32,010)	(36,968)	(48,700)	(59,055)	(63,011)	(9,136)
Marketing	(19,237)	(22,234)	(27,156)	(38,743)	(37,772)	(5,476)
Research and development	(12,144)	(14,619)	(16,149)	(16,332)	(16,893)	(2,449)
General and administrative	(5,160)	(5,490)	(6,409)	(11,562)	(11,053)	(1,603)
Impairment of goodwill and intangible assets	(22)	—	—	—	—	—
Gain on sale of development properties	—	3,885	1,649	767	1,379	200
Income/(loss) from operations⁽²⁾⁽³⁾	(2,619)	8,995	12,343	4,141	19,723	2,860
Other income/(expense):						
Share of results of equity investees	(1,113)	(1,738)	4,291	(4,918)	(2,195)	(318)
Interest expense	(855)	(725)	(1,125)	(1,213)	(2,106)	(305)
Others, net ⁽⁴⁾	2,213	7,161	35,310	(590)	(1,555)	(225)
Income/(loss) before tax	(2,374)	13,693	50,819	(2,580)	13,867	2,012
Income tax expenses	(427)	(1,803)	(1,482)	(1,887)	(4,176)	(605)
Net income/(loss)	(2,801)	11,890	49,337	(4,467)	9,691	1,407
Net loss attributable to non-controlling interests shareholders	(311)	(297)	(75)	(923)	(697)	(101)
Net income attributable to mezzanine equity classified as non-controlling interests shareholders	2	3	7	16	8	1
Net income/(loss) attributable to ordinary shareholders	(2,492)	12,184	49,405	(3,560)	10,380	1,507
Net income/(loss) per share Basic						
Net income/(loss) per share Diluted	(0.87)	4.18	16.35	(1.15)	3.32	0.48
Net income/(loss) per share Diluted	(0.87)	4.11	15.84	(1.15)	3.21	0.47
Net income/(loss) per ADS ⁽⁵⁾						
Basic						
Net income/(loss) per ADS Diluted	(1.73)	8.37	32.70	(2.29)	6.64	0.96
Net income/(loss) per ADS Diluted	(1.73)	8.21	31.68	(2.29)	6.42	0.93
Weighted average number of shares:						
Basic	2,877,902,678	2,912,637,241	3,021,808,985	3,107,436,665	3,125,571,110	3,125,571,110
Diluted	2,877,902,678	2,967,321,803	3,109,024,030	3,107,436,665	3,180,886,136	3,180,886,136

- (1) Our net revenues include net product revenues and net service revenues. Product sales is further divided into sales of electronics and home appliances products and sales of general merchandise products. Net revenues from electronics and home appliances products include revenues from sales of computer, communication and consumer electronics products as well as home appliances. Net revenues from general merchandise products mainly include revenues from sales of food, beverage and fresh produce, baby and maternity products, furniture and household goods, cosmetics and other personal care items, pharmaceutical and healthcare products, industrial products, books, automobile accessories, apparel and footwear, bags and jewelry. Net service revenues are further divided into revenues from online marketplace and marketing and revenues from logistics and other services. The following table breaks down our total net revenues by these categories, by amounts and as percentages of total net revenues:

	For the Year Ended December 31,										
	2018		2019		2020		2021		2022		
	RMB	%	RMB	%	RMB	%	RMB	%	RMB	US\$	%
Electronics and home appliances revenues	280,059	60.6	328,703	57.0	400,927	53.8	492,592	51.8	515,945	74,805	49.3
General merchandise revenues	136,050	29.5	182,031	31.5	250,952	33.6	323,063	33.9	349,117	50,617	33.4
Net product revenues	416,109	90.1	510,734	88.5	651,879	87.4	815,655	85.7	865,062	125,422	82.7
Marketplace and marketing revenues	33,532	7.2	42,680	7.4	53,473	7.2	72,118	7.6	81,970	11,885	7.8
Logistics and other service revenues	12,379	2.7	23,474	4.1	40,450	5.4	63,819	6.7	99,204	14,383	9.5
Net service revenues	45,911	9.9	66,154	11.5	93,923	12.6	135,937	14.3	181,174	26,268	17.3
Total net revenues	462,020	100.0	576,888	100.0	745,802	100.0	951,592	100.0	1,046,236	151,690	100.0

- (2) Includes share-based compensation expenses as follows:

	For the Year Ended December 31,					
	2018	2019	2020	2021	2022	
	RMB	RMB	RMB	RMB	RMB	US\$
Cost of revenues	(72)	(82)	(98)	(102)	(143)	(21)
Fulfillment	(419)	(440)	(646)	(882)	(930)	(135)
Marketing	(190)	(259)	(347)	(586)	(631)	(91)
Research and development	(1,163)	(1,340)	(1,400)	(1,781)	(1,557)	(226)
General and administrative	(1,816)	(1,574)	(1,665)	(5,783)	(4,287)	(622)

- (3) Includes amortization of business cooperation arrangement and intangible assets resulting from assets and business acquisitions as follows:

	For the Year Ended December 31,					
	2018	2019	2020	2021	2022	
	RMB	RMB	RMB	RMB	RMB	US\$
Fulfillment	(168)	(165)	(193)	(220)	(392)	(57)
Marketing	(1,232)	(637)	(692)	(854)	(868)	(126)
Research and development	(98)	(99)	(99)	(104)	(271)	(39)
General and administrative	(308)	(308)	(309)	(309)	(161)	(22)

(4) Interest income was included in Others, net since 2021, and the presentation of prior years was also updated to conform to current presentation.

(5) Each ADS represents two Class A ordinary shares.

	For the Year Ended December 31,					
	2018	2019	2020	2021	2022	
	RMB	RMB	RMB	RMB	RMB	US\$
(in millions, except for share data)						
Selected Consolidated Balance Sheets						
Data:						
Cash and cash equivalents	34,262	36,971	86,085	70,767	78,861	11,434
Restricted cash	3,240	2,941	4,434	5,926	6,254	907
Short-term investments	2,036	24,603	60,577	114,564	141,095	20,457
Accounts receivable, net	11,110	6,191	7,112	11,900	20,576	2,983
Inventories, net	44,030	57,932	58,933	75,601	77,949	11,302
Property, equipment and software, net	21,083	20,654	22,597	32,944	55,080	7,986
Land use rights, net	10,476	10,892	11,125	14,328	33,848	4,907
Operating lease right-of-use assets	—	8,644	15,484	19,987	22,267	3,228
Investment in equity investees	31,357	35,576	58,501	63,222	57,641	8,357
Investment securities	15,902	21,417	39,085	19,088	11,611	1,683
Other non-current assets	5,284	6,806	13,316	21,804	18,770	2,722
Total assets	209,165	259,724	422,288	496,507	595,250	86,303
Short-term debts	147	—	—	4,368	12,146	1,761
Accounts payable	79,985	90,428	106,818	140,484	160,607	23,286
Accrued expenses and other current liabilities	20,293	24,656	30,035	34,468	42,570	6,172
Non-recourse securitization debt	4,398	—	—	—	—	—
Unsecured senior notes	6,786	6,912	12,854	9,386	10,224	1,482
Long-term borrowings	3,088	3,139	2,936	—	20,009	2,901
Operating lease liabilities	—	8,717	15,763	20,386	22,666	3,287
Total liabilities	132,337	159,099	200,669	249,723	321,127	46,558
Total mezzanine equity	15,961	15,964	17,133	1,212	590	86
Total JD.com, Inc. shareholders' equity	59,771	81,856	187,543	208,911	213,366	30,936
Number of outstanding ordinary shares	2,894,296,355	2,924,315,263	3,103,499,039	3,110,791,649	3,135,679,247	3,135,679,247

	For the Year Ended December 31,					
	2018	2019	2020	2021	2022	
	RMB	RMB	RMB	RMB	RMB	US\$
(in millions)						
Selected Consolidated Cash Flows Data:						
Net cash provided by operating activities	20,881	24,781	42,544	42,301	57,819	8,383
Net cash used in investing activities	(26,079)	(25,349)	(57,811)	(74,248)	(54,026)	(7,833)
Net cash provided by financing activities	11,220	2,572	71,072	19,503	1,180	171
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,682	406	(5,082)	(1,498)	3,490	506
Net increase/(decrease) in cash, cash equivalents and restricted cash	7,704	2,410	50,723	(13,942)	8,463	1,227
Cash, cash equivalents, and restricted cash at beginning of year, including cash and cash equivalents classified within assets held for sale	29,798	37,502	39,912	90,635	76,693	11,119
Less: cash, cash equivalents, and restricted cash classified within assets held for sale at beginning of year	—	—	—	116	—	—
Cash, cash equivalents, and restricted cash at beginning of year	29,798	37,502	39,912	90,519	76,693	11,119
Cash, cash equivalents and restricted cash at end of year, including cash and cash equivalents classified within assets held for sale	37,502	39,912	90,635	76,693	85,156	12,346
Less: cash, cash equivalents, and restricted cash classified within assets held for sale at end of year	—	—	116	—	41	5
Cash, cash equivalents and restricted cash at end of year	37,502	39,912	90,519	76,693	85,115	12,341

Financial Information Related to the Consolidated Variable Interest Entities

The following table presents the condensed consolidating schedule of financial position for the consolidated variable interest entities and their subsidiaries (collectively, Consolidated Variable Interest Entities or VIEs) and other entities as of the dates presented.

Selected Condensed Consolidated Statements of Income Information

	For the Year Ended December 31, 2022					
	Parent	Other Subsidiaries	Primary	Consolidated	Eliminations	Consolidated Total
			Beneficiaries of Consolidated Variable Interest Entities	Variable Interest Entities		
			(RMB in millions)			
Net revenues	—	1,074,639	719,883	134,516	(882,802)	1,046,236
<i>Third-party revenues</i>	—	967,244	6,326	72,666	—	1,046,236
<i>Inter-company revenues</i>	—	107,395	713,557	61,850	(882,802)	—
Cost of revenues	—	(905,349)	(664,233)	(119,868)	790,287	(899,163)
Fulfillment	—	(92,643)	(13,890)	(4,229)	47,751	(63,011)
Marketing	(2)	(31,312)	(24,083)	(3,622)	21,247	(37,772)
Research and development	—	(18,184)	(16,688)	(5,370)	23,349	(16,893)
General and administrative	(331)	(3,640)	(4,347)	(2,903)	168	(11,053)
Gain on sale of development properties	—	1,379	—	—	—	1,379
Income/(loss) from operations	(333)	24,890	(3,358)	(1,476)	—	19,723
Income from subsidiaries and VIEs	10,667	502	17,785	—	(28,954)	—
Other income/(expense), net	48	(11,491)	3,599	2,780	(792)	(5,856)
Income before tax	10,382	13,901	18,026	1,304	(29,746)	13,867
Income tax expenses	(2)	(4,097)	90	(167)	—	(4,176)
Net income	10,380	9,804	18,116	1,137	(29,746)	9,691

For the Year Ended December 31, 2021						
	Parent	Other Subsidiaries	Primary Beneficiaries of Consolidated Variable Interest Entities	Consolidated Variable Interest Entities	Eliminations	Consolidated Total
	(RMB in millions)					
Net revenues	—	984,998	676,041	117,419	(826,866)	951,592
<i>Third-party revenues</i>	—	887,340	5,128	59,124	—	951,592
<i>Inter-company revenues</i>	—	97,658	670,913	58,295	(826,866)	—
Cost of revenues	—	(837,268)	(621,811)	(104,564)	741,117	(822,526)
Fulfillment	—	(80,833)	(18,225)	(4,657)	44,660	(59,055)
Marketing	(4)	(32,954)	(23,997)	(3,108)	21,320	(38,743)
Research and development	—	(17,155)	(13,473)	(5,420)	19,716	(16,332)
General and administrative	(465)	(6,282)	(2,511)	(2,357)	53	(11,562)
Gain on sale of development properties	—	767	—	—	—	767
Income/(loss) from operations	(469)	11,273	(3,976)	(2,687)	—	4,141
Income/(loss) from subsidiaries and VIEs	(2,708)	(4,774)	12,037	—	(4,555)	—
Other income/(expense), net	(376)	(8,555)	2,558	(348)	—	(6,721)
Income/(loss) before tax	(3,553)	(2,056)	10,619	(3,035)	(4,555)	(2,580)
Income tax expenses	(7)	(1,716)	(130)	(34)	—	(1,887)
Net income/(loss)	(3,560)	(3,772)	10,489	(3,069)	(4,555)	(4,467)

For the Year Ended December 31, 2020						
	Parent	Other Subsidiaries	Primary Beneficiaries of Consolidated Variable Interest Entities	Consolidated Variable Interest Entities	Eliminations	Consolidated Total
	(RMB in millions)					
Net revenues	—	779,945	531,008	86,054	(651,205)	745,802
<i>Third-party revenues</i>	—	703,609	5,217	36,976	—	745,802
<i>Inter-company revenues</i>	—	76,336	525,791	49,078	(651,205)	—
Cost of revenues	—	(651,698)	(494,496)	(74,425)	583,925	(636,694)
Fulfillment	—	(73,354)	(5,492)	(2,949)	33,095	(48,700)
Marketing	(11)	(22,069)	(12,375)	(1,886)	9,185	(27,156)
Research and development	—	(17,085)	(18,111)	(5,265)	24,312	(16,149)
General and administrative	(453)	(1,963)	(3,058)	(1,623)	688	(6,409)
Gain on sale of development properties	—	1,649	—	—	—	1,649
Income/(loss) from operations	(464)	15,425	(2,524)	(94)	—	12,343
Income/(loss) from subsidiaries and VIEs	50,154	(932)	17,483	—	(66,705)	—
Other income/(expense), net	(266)	36,773	2,245	(276)	—	38,476
Income/(loss) before tax	49,424	51,266	17,204	(370)	(66,705)	50,819
Income tax expenses	(19)	(1,308)	(103)	(52)	—	(1,482)
Net income/(loss)	49,405	49,958	17,101	(422)	(66,705)	49,337

Selected Condensed Consolidated Balance Sheets Information

As of December 31, 2022						
	Parent	Other Subsidiaries	Primary Beneficiaries of Consolidated Variable Interest Entities	Consolidated Variable Interest Entities	Eliminations	Consolidated Total
(RMB in millions)						
Assets						
Cash and cash equivalents	5,029	38,158	30,534	5,140	—	78,861
Restricted cash	—	1,922	4,282	50	—	6,254
Short-term investments	—	43,264	96,270	1,561	—	141,095
Accounts receivable, net	—	15,530	271	4,775	—	20,576
Inventories, net	—	28,004	45,783	4,162	—	77,949
Internal balance	63,708	79,466	32,310	4,543	(180,027)	—
Investment in equity investees	—	35,857	4,454	18,111	(781)	57,641
Investments in subsidiaries and consolidated VIEs	162,015	26,109	56,680	—	(244,804)	—
Investment securities	—	7,952	852	2,807	—	11,611
Property, equipment and software, net	—	43,576	2,012	9,492	—	55,080
Operating lease right-of-use assets	—	8,508	2,049	13,809	(2,099)	22,267
Prepayments and other assets	308	95,209	14,810	13,712	(123)	123,916
Total assets	231,060	423,555	290,307	78,162	(427,834)	595,250
Liabilities						
Short-term debts	—	10,282	1,730	134	—	12,146
Accounts payable	—	51,536	99,374	9,697	—	160,607
Internal balance	—	68,251	78,686	33,038	(179,975)	—
Operating lease liabilities	—	8,508	2,094	14,215	(2,151)	22,666
Unsecured senior notes	10,347	—	—	—	(123)	10,224
Long-term borrowings	6,965	10,644	—	2,400	—	20,009
Accrued expenses and other liabilities	382	62,885	17,139	15,069	—	95,475
Total liabilities	17,694	212,106	199,023	74,553	(182,249)	321,127
Convertible redeemable non-controlling interests	—	590	—	—	—	590
Total shareholders' equity	213,366	210,859	91,284	3,609	(245,585)	273,533
Total liabilities, mezzanine equity and shareholders' equity	231,060	423,555	290,307	78,162	(427,834)	595,250

As of December 31, 2021						
	Parent	Other Subsidiaries	Primary Beneficiaries of Consolidated Variable Interest Entities	Consolidated Variable Interest Entities	Eliminations	Consolidated Total
(RMB in millions)						
Assets						
Cash and cash equivalents	7,417	42,170	15,629	5,551	—	70,767
Restricted cash	—	1,959	3,958	9	—	5,926
Short-term investments	1	44,296	64,541	5,726	—	114,564
Accounts receivable, net	—	5,242	2,359	4,299	—	11,900
Inventories, net	—	23,491	48,274	3,836	—	75,601
Internal balance	65,120	65,281	38,253	—	(168,654)	—
Investment in equity investees	—	40,319	156	22,747	—	63,222
Investments in subsidiaries and consolidated VIEs	148,607	17,791	44,867	—	(211,265)	—
Investment securities	—	14,855	1,026	3,207	—	19,088
Property, equipment and software, net	—	22,484	1,892	8,568	—	32,944
Operating lease right-of-use assets	—	7,892	30	14,472	(2,407)	19,987
Prepayments and other assets	419	44,328	26,113	11,723	(75)	82,508
Total assets	221,564	330,108	247,098	80,138	(382,401)	496,507
Liabilities						
Short-term debts	2,869	—	1,499	—	—	4,368
Accounts payable	—	28,745	103,893	7,846	—	140,484
Internal balance	—	65,120	60,783	42,787	(168,690)	—
Operating lease liabilities	—	8,024	10	14,785	(2,433)	20,386
Unsecured senior notes	9,461	—	—	—	(75)	9,386
Accrued expenses and other liabilities	323	42,943	19,393	12,440	—	75,099
Total liabilities	12,653	144,832	185,578	77,858	(171,198)	249,723
Convertible redeemable non-controlling interests	—	467	—	745	—	1,212
Total shareholders' equity	208,911	184,809	61,520	1,535	(211,203)	245,572
Total liabilities, mezzanine equity and shareholders' equity	221,564	330,108	247,098	80,138	(382,401)	496,507

Selected Condensed Consolidated Cash Flows Information

	For the Year Ended December 31, 2022					
	<u>Parent</u>	<u>Other Subsidiaries</u>	<u>Primary Beneficiaries of Consolidated Variable Interest Entities</u>	<u>Consolidated Variable Interest Entities</u>	<u>Eliminations</u>	<u>Consolidated Total</u>
	(RMB in millions)					
Net cash provided by/(used in) operating activities	(509)	(168,260)	246,606	5,434	(25,452)	57,819
Cash flows from investing activities						
(Increase)/decrease in short-term investments, net	1	6,383	(25,800)	4,218	—	(15,198)
Prepayments and investments in equity investees	—	(6,313)	(4,344)	(305)	6,461	(4,501)
Loans (provide to)/settled by internal companies	7,426	200,620	3,205	(11,291)	(199,960)	—
Cash paid for property, equipment, software and construction in progress	—	(12,820)	(142)	(4,705)	—	(17,667)
Other investing activities	—	(18,025)	(292)	7,585	(5,928)	(16,660)
Net cash provided by/(used in) investing activities	7,427	169,845	(27,373)	(4,498)	(199,427)	(54,026)
Cash flows from financing activities						
Capital injection from non-controlling interest shareholders	—	7,870	—	150	—	8,020
Increase in borrowings, net	3,558	5,478	300	2,534	—	11,870
Net proceeds from/(repayment to) internal companies	—	3,865	(200,620)	(3,205)	199,960	—
Dividend paid to shareholders of JD.com, Inc.	(13,087)	—	—	—	—	(13,087)
Other financing activities	(780)	(25,293)	(3,684)	(785)	24,919	(5,623)
Net cash provided by/(used in) financing activities	(10,309)	(8,080)	(204,004)	(1,306)	224,879	1,180
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,003	2,487	—	—	—	3,490
Net increase/(decrease) in cash, cash equivalents and restricted cash	(2,388)	(4,008)	15,229	(370)	—	8,463
Cash, cash equivalents and restricted cash at beginning of year	7,417	44,129	19,587	5,560	—	76,693
Cash, cash equivalents and restricted cash at end of year, including cash and cash equivalents classified within assets held for sale	5,029	40,121	34,816	5,190	—	85,156
Less: cash, cash equivalents and restricted cash classified within assets held for sale at end of year	—	41	—	—	—	41
Cash, cash equivalents and restricted cash at end of year	5,029	40,080	34,816	5,190	—	85,115

	For the Year Ended December 31, 2021					
	Parent	Other Subsidiaries	Primary Beneficiaries of Consolidated Variable Interest Entities	Consolidated Variable Interest Entities	Eliminations	Consolidated Total
	(RMB in millions)					
Net cash provided by/(used in) operating activities	(411)	64,468	(23,349)	1,593	—	42,301
Cash flows from investing activities						
(Increase)/decrease in short-term investments, net	3,357	(27,948)	(28,500)	(1,231)	—	(54,322)
Prepayments and investments in equity investees	—	(6,356)	—	(5,220)	—	(11,576)
Loans (provided to)/settled by internal companies	(20,900)	(72,034)	(873)	1,122	92,685	—
Cash paid for property, equipment, software and construction in progress	—	(8,900)	(948)	(4,582)	—	(14,430)
Other investing activities	3,147	1,157	368	(178)	1,586	6,080
Net cash used in investing activities	(14,396)	(114,081)	(29,953)	(10,089)	94,271	(74,248)
Cash flows from financing activities						
Capital injection from non-controlling interest shareholders	—	27,600	—	62	—	27,662
Increase/(decrease) in short-term borrowings, net	—	(249)	1,500	(100)	—	1,151
Net proceeds from internal companies	—	19,778	61,190	11,717	(92,685)	—
Repayment of unsecured senior notes	(3,246)	—	—	—	—	(3,246)
Other financing activities	62	(4,472)	—	(68)	(1,586)	(6,064)
Net cash provided by/(used in) financing activities	(3,184)	42,657	62,690	11,611	(94,271)	19,503
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(136)	(1,362)	—	—	—	(1,498)
Net increase/(decrease) in cash, cash equivalents and restricted cash	(18,127)	(8,318)	9,388	3,115	—	(13,942)
Cash, cash equivalents and restricted cash at beginning of year, including cash and cash equivalents classified within assets held for sale	25,544	52,447	10,199	2,445	—	90,635
Less: cash, cash equivalents and restricted cash classified within assets held for sale at beginning of year	—	116	—	—	—	116
Cash, cash equivalents and restricted cash at beginning of year	25,544	52,331	10,199	2,445	—	90,519
Cash, cash equivalents and restricted cash at end of year	7,417	44,129	19,587	5,560	—	76,693

For the Year Ended December 31, 2020

	Parent	Other Subsidiaries	Primary Beneficiaries of Consolidated Variable Interest Entities	Consolidated Variable Interest Entities	Eliminations	Consolidated Total
	(RMB in millions)					
Net cash provided by/(used in) operating activities	(243)	49,456	(16,581)	9,912	—	42,544
Cash flows from investing activities						
Increase in short-term investments, net	(3,421)	(15,560)	(14,933)	(1,685)	—	(35,599)
Investment in subsidiaries	—	—	(2,795)	—	2,795	—
Prepayments and investments in equity investees	—	(12,317)	—	(4,622)	—	(16,939)
Loans (provided to)/settled by internal companies	(13,421)	(41,588)	(1,924)	306	56,627	—
Cash paid for property, equipment, software and construction in progress	—	(6,293)	(1,184)	(3,442)	—	(10,919)
Other investing activities	40	11,161	(3,945)	(1,610)	—	5,646
Net cash used in investing activities	(16,802)	(64,597)	(24,781)	(11,053)	59,422	(57,811)
Cash flows from financing activities						
Proceeds from issuance of ordinary shares	31,342	—	—	—	—	31,342
Capital injection from controlling shareholder	—	795	—	2,000	(2,795)	—
Capital injection from non-controlling interest shareholders	—	34,564	—	15	—	34,579
Increase in short-term borrowings, net	—	(932)	—	(884)	—	(1,816)
Net proceeds from internal companies	—	13,127	42,072	1,428	(56,627)	—
Proceeds from unsecured senior notes	6,804	—	—	—	—	6,804
Other financing activities	236	(173)	—	100	—	163
Net cash provided by financing activities	38,382	47,381	42,072	2,659	(59,422)	71,072
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(2,369)	(2,713)	—	—	—	(5,082)
Net increase in cash, cash equivalents and restricted cash	18,968	29,527	710	1,518	—	50,723
Cash, cash equivalents and restricted cash at beginning of year	6,576	22,920	9,489	927	—	39,912
Cash, cash equivalents and restricted cash at end of year, including cash and cash equivalents classified within assets held for sale	25,544	52,447	10,199	2,445	—	90,635
Less: cash, cash equivalents and restricted cash classified within assets held for sale at end of year	—	116	—	—	—	116
Cash, cash equivalents and restricted cash at end of year	25,544	52,331	10,199	2,445	—	90,519

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Risks Related to Our Business

If we are unable to manage our growth or execute our strategies effectively, our business and prospects may be materially and adversely affected.

Our business has continued to grow in recent years, and we expect continued growth in our business and revenues. We plan to further invest in technologies, expand our fulfillment infrastructure and increase our product and service offerings. For example, in 2022, we recruited new employees in connection with the expansion of our fulfillment infrastructure and strengthening of our supply chain-based technology and service capability. We will continue to invest resources in training, managing and motivating our workforce. We also plan to continue to build our warehouses and establish new fulfillment facilities in additional locations across China, including smaller, less developed areas. In addition, as we continue to increase our product and service offerings, we will need to work with a large number of new suppliers and third-party merchants efficiently and establish and maintain mutually beneficial relationships with our existing and new suppliers and third-party merchants. To support our growth, we also plan to implement a variety of new and upgraded managerial, operating, financial and human resource systems, procedures and controls. All these efforts will require significant managerial, financial and human resources. We cannot assure you that we will be able to effectively manage our growth or to implement all these systems, procedures and control measures successfully or that our new business initiatives will be successful. If we are not able to manage our growth or execute our strategies effectively, our expansion may not be successful and our business and prospects may be materially and adversely affected.

We incurred net losses in the past and we may not be able to maintain profitability in the future.

We had net income of RMB49,337 million, net loss of RMB4,467 million and net income of RMB9,691 million (US\$1,407 million) in 2020, 2021 and 2022, respectively. We had retained earnings of RMB37,418 million, RMB33,805 million and RMB29,304 million (US\$4,249 million) as of December 31, 2020, 2021 and 2022, respectively.

We cannot assure you that we will be able to generate net income in the future. Our ability to achieve and maintain profitability depends in large part on our ability to increase our gross margin by obtaining more favorable terms from our suppliers as our business further grows in scale, managing our product mix, expanding our online marketplace and offering value-added services with higher margins. Accordingly, we intend to continue to invest for the foreseeable future in our technology platform and fulfillment infrastructure to support an even larger selection of products and to offer additional value-added services. As a result of the foregoing, we may not be able to maintain our profitability in the future.

If we are unable to provide superior customer experience, our business and reputation may be materially and adversely affected.

The success of our business hinges on our ability to provide superior customer experience, which in turn depends on a variety of factors. These factors include our ability to continue to offer authentic products at competitive prices, source products to respond to customer demands, maintain the quality of our products and services, attract and regulate third-party merchants on our online marketplace, and provide timely and reliable delivery, flexible payment options and superior after-sales service.

We rely primarily on our own fulfillment infrastructure, and to a lesser extent on third-party couriers, to deliver our products. Interruptions or failures in our delivery services or third-party couriers could prevent the timely or successful delivery of our products. These interruptions may be due to unforeseen events that are beyond our control or the control of our third-party couriers, such as inclement weather, natural disasters, virus outbreaks, transportation disruptions or labor unrest. If our products are not delivered on time or are delivered in a damaged state, customers may refuse to accept our products and have less confidence in our services. Furthermore, our own delivery personnel and those of third-party couriers act on our behalf and, in most instances, interact with our customers personally. We maintain cooperation arrangements with a number of third-party couriers to deliver our products to our customers in those areas not covered by our own fulfillment infrastructure and for a portion of our bulky item deliveries, and we need to effectively manage these third-party service providers to ensure the quality of customer services. We have in the past received customer complaints from time to time regarding our delivery and return and exchange services. In addition, we have opened our fulfillment infrastructure by offering logistics services to third parties. If we are not able to manage our logistics services successfully, opening these services to third parties could divert the resources available to our retail business and affect customer experience. Any failure to provide high-quality delivery services to our customers may negatively impact the shopping experience of our customers, damage our reputation and cause us to lose customers. In certain instances, our customers may be referred to our affiliates when using our services. Even though we do not necessarily have control over these affiliates, any negative customer experience associated with them may adversely affect our brand and reputation.

We operate 24-7 customer service centers in Suqian, Yangzhou, Chengdu, Wuhan and Datong, handling all kinds of customer queries and complaints regarding our products and services. As of December 31, 2022, we had over 16,000 customer service representatives at these centers. There is no assurance that we will be able to maintain a low turnover rate of existing employees and provide sufficient training to new employees to meet our standards of customer service or that an influx of less experienced personnel will not dilute the quality of our customer service. If our customer service representatives fail to provide satisfactory service, or if waiting times are too long due to the high volume of calls from customers at peak times, our brand and customer loyalty may be adversely affected. In addition, any negative publicity or poor feedback regarding our customer service may harm our brand and reputation and in turn cause us to lose customers and market share.

Uncertainties relating to the growth and profitability of the retail industry in China in general, and the online retail industry in particular, could adversely affect our business, prospects and results of operations.

We generate the majority of our revenues from online retail. While online retail has existed in China since the 1990s, only recently have certain large online retail companies become profitable. The long-term viability and prospects of various online retail business models in China remain relatively untested. Our future results of operations will depend on numerous factors affecting the development of the online retail industry in China, which may be beyond our control. These factors include:

- the growth of internet, broadband, personal computer and mobile penetration and usage in China, and the rate of any such growth;
- the consumers' trust and confidence level towards online retail in China, as well as changes in customer demographics and consumer tastes and preferences;
- the selection, price and popularity of products as well as promotions that we and our competitors offer online;
- whether alternative retail channels or business models that better address the needs of consumers emerge in China; and
- the development of fulfillment, payment and other ancillary services associated with online purchases.

A decline in the popularity of online shopping in general, or any failure by us to adapt our mobile apps and websites and to improve the online shopping experience of our customers in response to trends and consumer requirements, may adversely affect our net revenues and business prospects.

Furthermore, the retail industry is very sensitive to macroeconomic changes, and retail purchases tend to decline during recessionary periods. The majority of our net revenues are derived from retail sales in China. Many factors outside of our control, including inflation and deflation, currency exchange rate fluctuation, volatility of stock and property markets, interest rates, tax rates and other government policies and unemployment rates can adversely affect consumer confidence and spending, which could in turn materially and adversely affect our growth and profitability. Unfavorable developments in domestic and international politics, including military conflicts, political turmoil and social instability, may also adversely affect consumer confidence and reduce spending, which could in turn materially and adversely affect our growth and profitability.

Any harm to our JD brand or reputation may materially and adversely affect our business and results of operations.

We believe that the recognition and reputation of our JD (京东) brand among our customers, suppliers and third-party merchants have contributed significantly to the growth and success of our business. Maintaining and enhancing the recognition and reputation of our brand are critical to our business and competitiveness. Many factors, some of which are beyond our control, are important to maintaining and enhancing our brand. These factors include our ability to:

- provide a compelling shopping experience to customers;
- maintain the popularity, attractiveness, diversity, quality and authenticity of the products we offer;
- maintain the efficiency, reliability and quality of our fulfillment services;
- maintain or improve customers' satisfaction with our after-sale services;

- support third-party merchants to provide satisfactory customer experience through our online marketplace;
- increase brand awareness through marketing and brand promotion activities; and
- preserve our reputation and goodwill in the event of any negative publicity, including those on customer service, customer and supplier relationships, internet security, product quality, price or authenticity, or other issues affecting us or other online retail businesses in China.

A public perception that non-authentic, counterfeit or defective goods are sold on our mobile apps and websites or that we or third-party service providers do not provide satisfactory customer service, even if factually incorrect or based on isolated incidents, could damage our reputation, diminish the value of our brand, undermine the trust and credibility we have established and have a negative impact on our ability to attract new customers or retain our current customers. If we are unable to maintain our reputation, enhance our brand recognition or increase positive awareness of our websites, products and services, as well as products sold by third-party merchants through our online marketplace, it may be difficult to maintain and grow our customer base, and our business and growth prospects may be materially and adversely affected.

Any actual or alleged illegal activities by our employees (including our senior management) could subject us to liability or negative publicity. These activities may also affect our employees' ability or willingness to continue to serve our company or dedicate their full time and efforts to our company and negatively affect our brand and reputation, resulting in an adverse effect on our business, operating results and financial condition.

If we are unable to offer products that attract purchases from new and existing customers, our business, financial condition and results of operations may be materially and adversely affected.

Our future growth depends on our ability to continue to attract purchases from new customers and existing customers. Constantly changing consumer preferences have affected and will continue to affect the retail industry, in particular the online retail industry. We must stay abreast of emerging consumer preferences and anticipate product trends that will appeal to existing and potential customers. We have been making progress in leveraging artificial intelligence, or AI, technologies to generate personalized recommendations to customers for products in which they may be interested. Each product page typically has recommendations of similar products or other products that are often purchased together with that product. In addition, our mobile apps and websites make recommendations to customers according to a comprehensive dataset compiled based on customers' shopping behavior. Our ability to make individually tailored recommendations is dependent on our business intelligence system, which tracks, collects and analyzes our users' browsing and purchasing behavior, to provide accurate and reliable information. Our customers choose to purchase products on our mobile apps and websites due in part to the attractive prices that we offer, and they may choose to shop elsewhere if we cannot match the prices offered by other websites or by physical stores, or if we cannot maintain a steady supply of products they desire. If our customers cannot find their desired products on our mobile apps and websites at attractive prices, they may lose interest in us and visit our mobile apps and websites less frequently or even stop visiting our mobile apps and websites altogether, which in turn may materially and adversely affect our business, financial condition and results of operations.

If we are unable to manage our nationwide fulfillment infrastructure efficiently and effectively, our business prospects and results of operations may be materially and adversely affected.

We believe that our own nationwide fulfillment infrastructure, consisting of strategically located warehouses and delivery and pickup stations, is essential to our success. As of December 31, 2022, our warehouse network covered almost all counties and districts across China, consisting of over 1,500 warehouses operated by us and over 2,000 cloud warehouses operated by third-party warehouse owner-operators under JD Logistics Open Warehouse Platform. As of December 31, 2022, our warehouse network had an aggregate gross floor area, or GFA, of over 30 million square meters, including the GFA of the cloud warehouses under JD Logistics Open Warehouse Platform.

Our comprehensive fulfillment facilities covered almost all the counties and districts across China, and we had 362,171 warehouse and delivery personnel as of December 31, 2022. We are constructing our warehouses to increase our storage capacity and to restructure and reorganize our fulfillment workflow and processes. In April 2017, we opened up our fulfillment infrastructure to third-parties and established a new business group, JD Logistics, to provide integrated supply chain solutions and logistics services to third-party businesses across a wide range of industries. JD Logistics provides these businesses with comprehensive supply chain solutions, including warehousing and distribution services, express and freight services and other value-added services. In October 2018, JD Logistics opened up its leading logistics network to consumers, offering parcel delivery service to users in certain regions. Leveraging our extensive delivery network, users in these areas can conveniently send items intra-city and throughout most of the Chinese mainland with our same fast and reliable delivery service. In April 2019, JD Logistics introduced its new cold chain service which utilizes idle capacity in the industry to offer cold chain transport services. Combined with JD Logistics's previously launched cold chain services, it has formed a one-stop shop from Factory to Business to Customer (F2B2C) cold chain delivery system to meet the service demands of manufacturers, third-party merchants, and consumers. JD Logistics has experienced rapid growth since its inception. However, the increase in demand for our logistics services may result in additional challenges in operating our fulfillment infrastructure. For example, increasing volume of parcels may cause delay for our delivery services, or we may be required to make significant capital expenditure to further expand our existing fulfillment facilities to handle the increasing orders both from our online marketplace and from third-party businesses. In addition, the development of logistics business is capital intensive. To address such capital requirement, in February 2018, we entered into definitive agreements with third-party investors for the financing of JD Logistics. JD Logistics raised a total amount of US\$2.5 billion by issuing series A preference shares to third-party investors, who owned an aggregate of approximately 19% stake in JD Logistics on a fully diluted basis. On May 28, 2021, shares of JD Logistics commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "2618." Net proceeds of this global offering, including proceeds from exercise of the over-allotment options by the underwriters, amounted to RMB22.9 billion (after deducting underwriting commissions, share issuance costs and the offering expenses). However, JD Logistics may require additional capital resources due to further developments or changed business conditions. JD Logistics may seek to obtain a credit facility or sell additional equity or debt securities. The sale of additional equity securities could result in dilution of our equity stake in JD Logistics, and the investors may have a strategy or objective different from ours with respect to JD Logistics or impose conditions that could restrict the operations of JD Logistics. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financial covenants that would restrict its operations. It is uncertain whether financing will be available in amounts or on terms acceptable, if at all. In addition, JD Logistics may from time to time need to adjust certain elements of its operations in response to evolving economic conditions and business needs. These adjustments, however, may not be sufficient to allow JD Logistics to address the various challenges it faces or improve its results of operations and financial performance as expected. Furthermore, if the compensation package offered is not competitive in the market, JD Logistics may not be able to provide sufficient incentives to maintain stable and dedicated warehousing, delivery personnel and other labor support, which may result in disruption to or delay in its delivery services. Any failure to address these risks and uncertainties could materially and adversely affect JD Logistics's results of operations and financial performance and its prospects of achieving profitability, which could have a material adverse impact on our business development, financial conditions and results of operations.

We also plan to continue the establishment of fulfillment facilities at additional locations, including those smaller and less developed areas, to further enhance our ability to deliver products to customers directly ourselves. As we continue to add fulfillment and warehouse capability and expand our reach to those smaller, less-developed areas, our fulfillment network becomes increasingly complex and challenging to operate. We cannot assure you that we will be able to acquire land use rights and set up warehouses, or lease suitable facilities for the delivery stations, on commercially acceptable terms or at all. Moreover, the order density in those smaller, less developed areas may not be sufficient to allow us to operate our own delivery network in a cost-efficient manner. We may not be able to recruit a sufficient number of qualified employees in connection with the expansion of our fulfillment infrastructure. In addition, the expansion of our fulfillment infrastructure may strain our managerial, financial, operational and other resources. If we fail to manage such expansion successfully, our growth potential, business and results of operations may be materially and adversely affected. Even if we manage the expansion of our fulfillment infrastructure successfully, it may not give us the competitive advantage that we expect if improved third-party fulfillment services become widely available at reasonable prices to retailers in China.

We face intense competition. We may not be able to maintain or may lose market share and customers if we fail to compete effectively.

The retail industry in China, in particular the online retail industry, is intensely competitive. We compete for customers, orders, products and third-party merchants. Our current or potential competitors include major e-commerce companies in China that offer a wide range of general merchandise product categories, major traditional retailers in China that are moving into online retailing, online retail companies in China focused on specific product categories, and physical retail stores including big-box stores that also aim to offer a one-stop shopping experience. See "Item 4.B Information on the Company—Business Overview—Competition." In addition, new and enhanced technologies may increase the competition in the retail industry. New competitive business models may appear, for example based on new forms of social media or social commerce.

Increased competition may reduce our margins and market share and impact brand recognition, or result in significant losses. When we set prices, we have to consider how competitors have set prices for the same or similar products. When they cut prices or offer additional benefits to compete with us, we may have to lower our own prices or offer additional benefits or risk losing market share, either of which could harm our financial condition and results of operations.

Some of our current or future competitors may have longer operating histories, greater brand recognition, better supplier relationships, larger customer bases, higher penetration in certain regions or greater financial, technical or marketing resources than we do. Those smaller companies or new entrants may be acquired by, receive investment from or enter into strategic relationships with well-established and well-financed companies or investors which would help enhance their competitive positions. Some of our competitors may be able to secure more favorable terms from suppliers, devote greater resources to marketing and promotional campaigns, adopt more aggressive pricing or inventory policies and devote substantially more resources to their websites, mobile apps and systems development than us. We cannot assure you that we will be able to compete successfully against current or future competitors, and competitive pressures may have a material and adverse effect on our business, financial condition and results of operations.

Our expansion into new product categories and substantial increase in the number of products may expose us to new challenges and more risks.

In recent years, we have expanded our product offerings to include a wide range of products including apparel and footwear, bags, watches, jewelry, household goods, cosmetics, personal care products, baby and maternity products, food and beverages, fresh produce, fitness equipment, autoparts, pharmaceutical products, nutritional supplements, healthcare equipment, industrial products, and books and virtual goods. Expansion into diverse new product categories and substantially increased number of products and stock keeping units involves new risks and challenges. Our lack of familiarity with these products and lack of relevant customer data relating to these products may make it more difficult for us to anticipate customer demand and preferences. We may misjudge customer demand, resulting in inventory buildup and possible inventory write-down. It may also make it more difficult for us to inspect and control quality and ensure proper handling, storage and delivery. We may experience higher return rates on new products, receive more customer complaints about them and face costly product liability claims as a result of selling them, which would harm our brand and reputation as well as our financial performance. Furthermore, we may not have much purchasing power in new categories of products and we may not be able to negotiate favorable terms with suppliers. We may need to price aggressively to gain market share or remain competitive in new categories. It may be difficult for us to achieve profitability in the new product categories and our profit margin, if any, may be lower than we anticipate, which would adversely affect our overall profitability and results of operations. We cannot assure you that we will be able to recoup our investments in introducing these new product categories.

If we fail to manage our inventory effectively, our results of operations, financial condition and liquidity may be materially and adversely affected.

Our scale and business model require us to manage a large volume of inventory effectively. We depend on our demand forecasts for various kinds of products to make purchase decisions and to manage our inventory. Demand for products, however, can change significantly between the time inventory is ordered and the date by which we target to sell it. Demand may be affected by seasonality, new product launches, changes in product cycles and pricing, product defects, changes in consumer spending patterns, changes in consumer tastes with respect to our products and other factors, and our customers may not order products in the quantities that we expect. In addition, when we begin selling a new product, it may be difficult to establish supplier relationships, determine appropriate product selection, and accurately forecast demand. The acquisition of certain types of inventory may require significant lead time and prepayment, and they may not be returnable.

Our net inventories have increased significantly in recent periods, from RMB58,933 million as of December 31, 2020 to RMB75,601 million as of December 31, 2021 and further to RMB77,949 million (US\$11,302 million) as of December 31, 2022. Our annual inventory turnover days were 33.3 days in 2020, 30.3 days in 2021, and 33.2 days in 2022. Annual inventory turnover days are the quotient of average inventory over the immediately preceding five quarters, up to and including the last quarter of the annual period, to cost of revenues of retail business for that annual period, and then multiplied by 360 days. As we plan to continue expanding our product offerings, we expect to include more products in our inventory, which will make it more challenging for us to manage our inventory effectively and will put more pressure on our warehousing system.

If we fail to manage our inventory effectively, we may be subject to a heightened risk of inventory obsolescence, a decline in inventory values, and significant inventory write-downs or write-offs. In addition, we may be required to lower sale prices in order to reduce inventory level, which may lead to lower gross margins. High inventory levels may also require us to commit substantial capital resources, preventing us from using that capital for other important purposes. Any of the above may materially and adversely affect our results of operations and financial condition.

On the other hand, if we underestimate demand for our products, or if our suppliers fail to supply quality products in a timely manner, we may experience inventory shortages, which might result in missed sales, diminished brand loyalty and lost revenues, any of which could harm our business and reputation.

We may not be able to sustain our historical growth rates.

We have experienced rapid growth since we commenced our online retail business in 2004. However, there is no assurance that we will be able to maintain our historical growth rates in future periods. Our revenue growth may slow or our revenues may decline for any number of possible reasons, such as decreased consumer spending, increased competition, slowdown in the growth or contraction of the retail or online retail industry in China, fulfillment bottlenecks, emergence of alternative business models, changes in government policies or general economic conditions, and natural disasters or virus outbreaks. If our growth rate declines, investors' perceptions of our business and business prospects may be adversely affected and the market price of our Class A ordinary shares and/or ADSs could decline.

If we are unable to conduct our marketing activities cost-effectively, our results of operations and financial condition may be materially and adversely affected.

We have incurred significant expenses on a variety of different marketing and brand promotion efforts designed to enhance our brand recognition and increase sales of our products. Our brand promotion and marketing activities may not be well received by customers and may not result in the levels of product sales that we anticipate. We incurred RMB27,156 million, RMB38,743 million and RMB37,772 million (US\$5,476 million) of marketing expenses in 2020, 2021 and 2022, respectively. Marketing approaches and tools in the consumer products market in China are evolving. This further requires us to enhance our marketing approaches and experiment with new marketing methods to keep pace with industry developments and customer preferences. Failure to refine our existing marketing approaches or to introduce new marketing approaches in a cost-effective manner could reduce our market share, cause our net revenues to decline and negatively impact our profitability.

If we fail to manage and expand our relationships with suppliers, or otherwise fail to procure products on favorable terms, our business and growth prospects may suffer.

We source products from third-party suppliers for our retail business. We had over 45,000 suppliers as of December 31, 2022. Our suppliers include domestic and cross-border manufacturers, distributors and resellers. Maintaining strong relationships with these suppliers is important to the growth of our business. In particular, we depend significantly on our ability to procure products from suppliers on favorable pricing terms. We typically enter into one-year framework agreements with suppliers on an annual basis, and these framework agreements do not ensure the availability of products or the continuation of particular pricing practices or payment terms beyond the end of the contractual term. In addition, our agreements with suppliers typically do not restrict the suppliers from selling products to other buyers. We cannot assure you that our current suppliers will continue to sell products to us on commercially acceptable terms, or at all, after the term of the current agreement expires. Even if we maintain good relationships with our suppliers, their ability to supply products to us in sufficient quantity and at competitive prices may be adversely affected by economic conditions, labor actions, regulatory or legal decisions, customs and import restrictions, natural disasters or other causes. In the event that we are not able to purchase merchandise at favorable prices, our revenues and cost of revenues may be materially and adversely affected. In the event any distributor or reseller does not have authority from the relevant manufacturer to sell certain products to us, such distributor or reseller may cease selling such products to us at any time. In addition, our annual accounts payable turnover days for retail business were 47.1 days in 2020, 45.3 days in 2021, and 52.5 days in 2022, respectively. Annual accounts payable turnover days are the quotient of average accounts payable for retail business over the immediately preceding five quarters, up to and including the last quarter of the annual period, to cost of revenues of retail business for that annual period, and then multiplied by 360 days. If our suppliers cease to provide us with favorable payment terms, our requirements for working capital may increase and our operations may be materially and adversely affected. We will also need to establish new supplier relationships to ensure that we have access to a steady supply of products on favorable commercial terms. If we are unable to develop and maintain good relationships with suppliers that would allow us to obtain a sufficient amount and variety of authentic and quality merchandise on acceptable commercial terms, it may inhibit our ability to offer sufficient products sought by our customers, or to offer these products at competitive prices. Any adverse developments in our relationships with suppliers could materially and adversely affect our business and growth prospects. Any disputes with suppliers could adversely affect our reputation and subject us to damages and negative publicity. In addition, as part of our growth strategy, we plan to further expand our product offerings. If we fail to attract new suppliers to sell their products to us due to any reason, our business and growth prospects may be materially and adversely affected.

Any interruption in the operation of our regional fulfillment centers, front distribution centers, other additional warehouses, delivery stations or pickup stations for an extended period may have an adverse impact on our business.

Our ability to process and fulfill orders accurately and provide high-quality customer service depends on the smooth and safe operation of our regional fulfillment centers, front distribution centers, other additional warehouses, and our delivery and pickup stations. Our fulfillment infrastructure may be vulnerable to damage caused by fire, flood, power outage, telecommunications failure, break-ins, earthquake, human error and other events. If any of our regional fulfillment centers were to operate at a lower capacity or rendered incapable of operations, then we may be unable to fulfill any orders in a timely manner or at all in any of the provinces that rely on that center. In addition, those events that could damage our fulfillment infrastructure, such as fire and flood, may also result in damages to our inventory stored in or delivered through our fulfillment infrastructure, and in such event, we would incur losses as a result. We do not carry business interruption insurance other than in connection with the fixed business premises of our 7FRESH business, and the occurrence of any of the foregoing risks could have a material adverse effect on our business, prospects, financial condition and results of operations.

Safe operations are critical to us. Our operations of warehouses and delivery services are also subject to various laws and regulations on safety, such as the Work Safety Law which requires, among other things, that the production and operation entities in emerging industries and fields such as platform economy shall, based on the characteristics of their respective industries and fields, establish, improve and implement a responsibility system for the work safety of employees, as well as strengthen the education and training on work safety for employees. See “Item 4.B. Business Overview—Regulations—Regulations Relating to Product Quality, Consumer Protection and Operation Safety” for more details. If we fail to ensure safety in the operations of our fulfillment infrastructure or road transportation, we may suffer from the adverse impact of accidents happened in our workspace or in transit, which could result in personal injury and loss of property and subject us to fines, penalties or mandatory corrective measures imposed by government authorities for violation of laws and regulations on safety. The occurrence of such accidents could materially and adversely affect our business, reputation, financial condition and results of operations.

We may not be able to recoup the investments we make to expand and upgrade our fulfillment and technology capabilities.

We have invested significant resources in expanding and will continue to expand our fulfillment infrastructure and upgrade our technology platform. We also paid significant amounts for upgrading our technology platform during the same periods. We expect to continue to invest in our fulfillment and technology capabilities for a number of years. We also intend to continue to add resources to our fulfillment infrastructure and upgrade our technology platform as we focus on expanding our product selection and offering new services. We are likely to recognize the costs associated with these investments earlier than some of the anticipated benefits, and the return on these investments may be lower, or may develop more slowly, than we expect. We may not be able to recover our capital expenditures or investments, in part or in full, or the recovery of these capital expenditures or investments may take longer than expected. As a result, the carrying value of the related assets may be subject to an impairment charge, which could adversely affect our financial condition and results of operation.

Moreover, our heavy investment in building our own fulfillment infrastructure may put us at a competitive disadvantage against those competitors who primarily rely on third-party fulfillment services and focus their investment on improving other aspects of their businesses. We have designed our own fulfillment infrastructure to satisfy our business and operation requirements and to accommodate our fast growth, but there is no guarantee that we will be successful in meeting our objectives or that our own fulfillment structure will function more effectively and efficiently than third-party solutions.

We use third-party couriers to deliver some orders, and our third-party merchants use couriers to deliver a significant number of orders. If these couriers fail to provide reliable delivery services, our business and reputation may be materially and adversely affected.

We maintain cooperation arrangements with a number of third-party couriers to deliver our products to our customers in those areas not covered by our own fulfillment infrastructure, particularly in smaller and less developed areas. We may also use third-party service providers to ship products from our regional fulfillment centers or front distribution centers to delivery stations or to deliver bulky item products. Third-party merchants also use third-party couriers if they do not make use of our delivery services. Interruptions to or failures in these third parties’ delivery services could prevent the timely or proper delivery of our products to customers. These interruptions may be due to events that are beyond our control or the control of these delivery companies, such as inclement weather, natural disasters, virus outbreaks, transportation disruptions or labor unrest. In addition, if our third-party couriers fail to comply with applicable rules and regulations in China, our delivery services may be materially and adversely affected. We may not be able to find alternative delivery companies to provide delivery services in a timely and reliable manner, or at all. Delivery of our products could also be affected or interrupted by the merger, acquisition, insolvency or government shut-down of the delivery companies we engage to make deliveries, especially those local companies with relatively small business scales. If our products are not delivered in proper condition or on a timely basis, our business and reputation may be materially and adversely affected.

Our online marketplace is subject to risks associated with third-party merchants.

We do not have as much control over the storage and delivery of products sold on our online marketplace as we do over the products that we sell directly ourselves. Many of our third-party merchants use their own facilities to store their products, and many of them use their own or third-party delivery systems to deliver their products to our customers, which makes it more difficult for us to ensure that our customers get the same high quality service for all products sold on our mobile apps and websites. If any third-party merchant does not control the quality of the products that it sells on our mobile apps and websites, fails to timely deliver the products to customers, delivers products that are faulty or materially different from description, sells counterfeit or unlicensed products, or sells products without licenses or permits as required by the relevant laws and regulations even though we have requested such licenses or permits in our standard form contract with the third-party merchant, the reputation of our online marketplace and our JD brand may be materially and adversely affected and we could face claims to hold us liable for the losses. Moreover, despite our efforts to prevent it, some products sold on our online marketplace may compete with the products we sell directly, which may cannibalize our online retail. In addition, the supplier relationships, customer acquisition dynamics and other requirements for our online marketplace may not be the same as those for our online retail operations, which may complicate the management of our business. In order for our online marketplace to be successful, we must continue to identify and attract third-party merchants, and we may not be successful in this regard.

Failure to deal effectively with any fictitious transactions or other fraudulent conduct would materially and adversely affect our business, financial condition and results of operations.

We may face risks with respect to fraudulent activities on our online marketplace. Although we have implemented various measures to detect and reduce the occurrence of fraudulent activities on our marketplace, there can be no assurance that such measures will be effective in combating fraudulent transactions or improving overall satisfaction among third-party merchants and customers. In addition to fraudulent transactions with legitimate customers, sellers may also engage in fictitious or “phantom” transactions with themselves or collaborators in order to artificially inflate their own ratings on our online marketplace, reputation and search results rankings. This activity may harm other sellers by enabling the perpetrating seller to be favored over legitimate sellers, and may harm our customers by deceiving them into believing that a seller is more reliable or trusted than the seller actually is. This activity may also result in inflated transaction volume from our online marketplace. Moreover, illegal, fraudulent or collusive activities by our employees, such as fraud, bribery or corruption, could also subject us to liability or negative publicity or cause losses. Although we have internal controls and policies with regard to the review and approval of sales activities and other relevant matters, we cannot assure you that such controls and policies will prevent fraud or illegal activity by our employees. Negative publicity and user sentiment generated as a result of actual or alleged fraudulent or deceptive conduct on our platform or by our employees would severely diminish consumer confidence in us, reduce our ability to attract new or retain current third-party merchants and customers, damage our reputation and diminish the value of our brand names, and materially and adversely affect our business, financial condition and results of operations.

Strategic alliances, investments or acquisitions may have a material and adverse effect on our business, reputation, results of operations and financial condition.

We may enter into strategic alliances with various third parties to facilitate the achievement of our business purposes from time to time. Strategic alliances with third parties could subject us to a number of risks, including risks associated with sharing proprietary information, non-performance by the counterparty, and an increase in expenses incurred in establishing new strategic alliances, any of which may materially and adversely affect our business. We may have little ability to control or monitor their actions. To the extent the third parties suffer negative publicity or harm to their reputations from events relating to their business, we may also suffer negative publicity or harm to our reputation by virtue of our association with such third parties.

In addition, we have in the past invested in or acquired additional assets, technologies or businesses that are complementary to our existing business, such as:

- a. our investments in and acquisition of Dada Nexus Limited, or Dada, a Nasdaq-listed company and a leading local on-demand delivery and retail platform in China;
- b. our acquisition of
 - Yihaodian marketplace platform assets from Wal-Mart Stores, Inc., or Walmart, a NYSE-listed company, including the Yihaodian brand, mobile apps and websites,
 - Jiangsu Five Star Appliance Co., Ltd., or Jiangsu Five Star, one of the leading offline retailers of home appliances and consumer electronics in China,
 - Kuayue-Express Group Co., LTD., or Kuayue Express, a renowned modern integrated express transportation enterprise specializing in “limited-time express service” in China,
 - China Logistics Property Holdings Co., Ltd., or CNLP, a company formerly listed on the Hong Kong Stock Exchange primarily engaged in the leasing of storage facilities and the related management services in the PRC, and
 - Deppon Logistics Co., Ltd, or Deppon, an integrated, customer-centered logistics company providing a wide range of solutions including Less-Than-Truckload (LTL) transportation, Full Truck Load (FTL) transportation, delivery services, and warehousing management listed on the Shanghai Stock Exchange; and
- c. our investments in
 - Yonghui Superstores Co., Ltd., or Yonghui, a company listed on the Shanghai Stock Exchange and a leading hypermarket and supermarket operator in China,
 - China United Network Communications Limited, or China Unicom, a company listed on the Shanghai Stock Exchange and a Chinese telecommunications operator,

- Dalian Wanda Commercial Properties Co., Ltd., or Wanda Commercial Properties, a leading developer, owner and operator of commercial properties in China,
- ATRenew Inc. (formerly known as AiHuiShou International Co. Ltd.), or ATRenew, a NYSE-listed company which operates an online second-hand consumer electronics trading platform, and
- Xingsheng Preference Electronic Business Limited, or Xingsheng, a leading community group buying e-commerce platform that serves community families with fresh foods and daily necessities.

See “Item 4.A. Information on the Company—History and Development of the Company—Our Major Investments.” We expect to continue to evaluate and consider a wide array of potential strategic transactions as part of our overall business strategy, including business combinations, acquisitions and dispositions of businesses, technologies, services, products and other assets, as well as strategic investments, joint ventures and alliances.

If we are presented with appropriate opportunities, we may continue to do so in the future. Investments or acquisitions and the subsequent integration of new assets and businesses into our own would require significant attention from our management and could result in a diversion of resources from our existing business, which in turn could have an adverse effect on our business operations. The costs of identifying and consummating investments and acquisitions may be significant. We may also incur significant expenses in obtaining necessary approvals from relevant government authorities in China and elsewhere in the world. In addition, investments and acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities and exposure to potential unknown liabilities of the acquired business. The cost and duration of integrating newly acquired businesses could also materially exceed our expectations. Any such negative developments could have a material adverse effect on our business, financial condition and results of operations.

Our financial results could be adversely affected by our investments or acquisitions. The investments and acquired assets or businesses may not generate the financial results we expect. They could result in occurrence of significant investments and goodwill impairment charges, and amortization expenses for other intangible assets. As of December 31, 2022, we had net intangible assets of RMB9.1 billion (US\$1.3 billion) and goodwill of RMB23.1 billion (US\$3.4 billion). In the event that a decline in fair value below the carrying value of our equity method investments is other-than-temporary, or the carrying amount of a reporting unit to which goodwill is allocated exceeds its fair value, we may have to record actual or potential impairment charges of investments in equity investees or intangible assets and goodwill recorded in connection with invested businesses. Moreover, we share the results of the investments which we account for as equity method investments, although we have no control on the factors and risks that affect their business, results of operations and financial condition. In 2022, our share of results of equity investees was a loss of RMB2.2 billion (US\$0.3 billion), primarily consisting of non-cash impairments in equity investees. We may not always be able to obtain gains from the equity method investments. If the investments that we account for using the equity method were in a loss position, we would pick up their loss in our consolidated statement of operations. When our share of losses in the equity investees equals or exceeds our interest in the equity investees, we do not recognize further losses, unless we have incurred obligations or made payments or guarantees on behalf of the equity investees or unless we have other investments in the equity investees. We may continue to incur impairment charges in connection with our investments or acquisitions and pick up the losses by our equity investments, which could depress our profitability and have a material adverse impact on our financial results. We measure long-term investments other than equity method investments at fair value through earnings, which could vary significantly year to year. We recorded a gain of RMB29.5 billion, a loss of RMB7.3 billion and a loss of RMB4.1 billion (US\$0.6 billion) resulting from the fair value change in long-term investments in 2020, 2021 and 2022, respectively.

These and other risks could also lead to negative publicity, litigation, government inquiries, investigations or actions against the companies we invest in or acquire, or even against our other businesses, and may force us to incur significant additional expenses and allocate significant management and human resources to rectify or improve these companies’ corporate governance standards or internal controls and systems.

We may be subject to legal, regulatory and/or administrative proceedings.

We may be subject to litigation and regulatory proceedings inside and outside China relating to third-party and principal intellectual property infringement claims, contract disputes involving third-party merchants and consumers on our platforms, consumer protection claims, claims relating to data and privacy protection, employment related cases, cross-border payment and settlement disputes and other matters in the ordinary course of our business. As we routinely enter into business contracts with our suppliers, third-party merchants and consumers on our platform, we have been and may continue to be involved in legal proceedings arising from contract disputes or other civil disputes, including being named as a co-defendant in lawsuits filed against our suppliers by third parties. For example, in July and August 2019, two lawsuits were filed against us. The plaintiffs in these two lawsuits are seeking damages in an aggregate amount of approximately RMB3.5 billion. We believe these lawsuits are without merit and we are defending ourselves vigorously. However, there is uncertainty regarding the timing or ultimate resolution of these two lawsuits and the other legal proceedings in which we are involved.

We anticipate that we will continue to be subject to legal, regulatory and/or administrative proceedings in the future incidental to our ordinary course of business. There can be no assurance that we will be able to prevail in our defense or reverse any unfavorable judgment, ruling or decision against us. In addition, we may decide to enter into settlements that may adversely affect our results of operations and financial condition.

As our digital economy expands, including across jurisdictions and through the addition of new businesses, we may encounter a variety of these claims, including those brought against us pursuant to anti-monopoly or unfair competitions laws or involving higher amounts of alleged damages. Laws, rules and regulations may vary in their scope and overseas laws and regulations may impose requirements that are more stringent than, or which conflict with, those in China. We have acquired and may acquire companies that may become subject to litigation, as well as regulatory proceedings. In addition, in connection with litigation or regulatory proceedings we may be subject to in various jurisdictions, we may be prohibited by laws, regulations or government authorities in one jurisdiction from complying with subpoenas, orders or other requests from courts or regulators of other jurisdictions, including those relating to data held in or with respect to persons in these jurisdictions. Our failure or inability to comply with the subpoenas, orders or requests could subject us to fines, penalties or other legal liability, which could have a material adverse effect on our reputation, business, results of operations and the trading price of our Class A ordinary shares and/or ADSs.

As a publicly-listed company, we may face additional exposure to claims and lawsuits inside and outside China, including securities law class actions. We will need to defend against these lawsuits, including any appeals should our initial defense be successful. The litigation process may utilize a material portion of our cash resources and divert management's attention away from the day-to-day operations of our company, all of which could harm our business. There can be no assurance that we will prevail in any of these cases, and any adverse outcome of these cases could have a material adverse effect on our reputation, business and results of operations. In addition, although we have obtained directors' and officers' liability insurance, the insurance coverage may not be adequate to cover our obligations to indemnify our directors and officers, fund a settlement of litigation in excess of insurance coverage or pay an adverse judgment in litigation. Certain of our directors may be subject to alleged class actions due to their current or previous directorships in other listed companies. Our directors and executive officers may also face litigation or proceedings (including alleged or future securities class action) unrelated to their respective capacity as a director or executive officer of our company, and such litigation or proceedings may adversely affect our public image and reputation.

The existence of litigation, claims, investigations and proceedings may harm our reputation, limit our ability to conduct our business in the affected areas and adversely affect the trading price of our Class A ordinary shares and/or ADSs. The outcome of any claims, investigations and proceedings is inherently uncertain, and in any event defending against these claims could be both costly and time-consuming, and could significantly divert the efforts and resources of our management and other personnel. An adverse determination in any litigation, investigation or proceeding could cause us to pay damages, incur legal and other costs, limit our ability to conduct business or require us to change the manner in which we operate.

Our success depends on the continuing and collaborative efforts of our management team, and our business may be severely disrupted if we lose their services.

Our success heavily depends upon the continued services of our management. In particular, we rely on the expertise and experience of Mr. Richard Qiangdong Liu, our chairman, and our executive officers. If one or more of our senior management were unable or unwilling to continue in their present positions, we might not be able to replace them easily or at all, and our business, financial condition and results of operations may be materially and adversely affected. If any of our senior management joins a competitor or forms a competing business, we may lose customers, suppliers, know-how and key professionals and staff members. Our senior management has entered into employment agreements and confidentiality and non-competition agreements with us. However, if any dispute arises between our officers and us, we may have to incur substantial costs and expenses in order to enforce such agreements in China or we may be unable to enforce them at all. In addition, we do not have key-man insurance for any of our executive officers or other key personnel. Events or activities attributed to our executive officers or other key personnel, and related publicity, whether or not justified, may affect their ability or willingness to continue to serve our company or dedicate their full time and efforts to our company and negatively affect our brand and reputation, resulting in an adverse effect on our business, operating results and financial condition.

If we are unable to recruit, train and retain qualified personnel or sufficient workforce while controlling our labor costs, our business may be materially and adversely affected.

Our future success depends, to a significant extent, on our ability to recruit, train and retain qualified personnel, particularly technical, fulfillment, marketing and other operational personnel with experience. Our experienced mid-level managers are instrumental in implementing our business strategies, executing our business plans and supporting our business operations and growth. The effective operation of our managerial and operating systems, fulfillment infrastructure, customer service center and other back office functions also depends on the hard work and quality performance of our management and employees. Since our industry is characterized by high demand and intense competition for talent and labor, we can provide no assurance that we will be able to attract or retain qualified staff or other highly skilled employees that we will need to achieve our strategic objectives. Our fulfillment infrastructure is labor intensive and requires a substantial number of blue-collar workers, and these positions tend to have higher than average turnover. As of December 31, 2022, we employed a total of 362,171 warehouse and delivery personnel. We have observed an overall tightening of the labor market and an emerging trend of shortage of labor supply. Failure to obtain stable and dedicated warehousing, delivery personnel and other labor support may lead to underperformance of these functions and cause disruption to our business. Labor costs in China have increased with China's economic development, particularly in the large cities where we operate our regional fulfillment centers and more generally in the urban areas where we maintain our delivery and pickup stations. Because we operate our own fulfillment infrastructure, which requires a large and rapidly growing workforce, our cost structure is more vulnerable to labor costs than that of many of our competitors, which may put us at a competitive disadvantage. Therefore, to maintain and enhance our competitiveness, we may from time to time need to adjust certain elements of our operations in response to evolving economic conditions and business needs. These adjustments, however, may not be sufficient to allow JD Logistics to address the various challenges it faces or improve its results of operations and financial performance as expected. Furthermore, if the compensation package offered is not competitive in the market, JD Logistics may not be able to provide sufficient incentives to or maintain stable and dedicated warehousing, delivery personnel and other labor support. Any failure to address these risks and uncertainties could materially and adversely affect JD Logistics's results of operations and financial performance and its prospects of achieving profitability, which could have a material adverse impact on our business development, financial conditions and results of operations. In addition, our ability to train and integrate new employees into our operations may also be limited and may not meet the demand for our business growth on a timely fashion, or at all, and rapid expansion may impair our ability to maintain our corporate culture.

We may have conflicts of interest with our subsidiaries that are stand-alone public companies.

Certain of our subsidiaries have become stand-alone public companies. On December 8, 2020, shares of JD Health, our consolidated subsidiary, commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "6618." On May 28, 2021, shares of JD Logistics, our consolidated subsidiary, commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "2618." On March 30, 2023, each of JD Property and JD Industrials, through their respective joint sponsors, submitted a listing application form (Form A1) to the Hong Kong Stock Exchange to apply for the listing of, and permission to deal in, their respective shares on the Main Board of the Hong Kong Stock Exchange. There is no assurance as to whether or when any of the proposed listings may take place.

We currently offer different types of support to JD Health, JD Logistics, JD Property and JD Industrials to facilitate the marketing and implementation of their services. We have entered into and may, in the future, enter into various transactions and agreements with these subsidiaries. JD Health and JD Logistics have, and JD Property and JD Industrials are expected to have after any of them becomes a stand-alone public company in Hong Kong, their respective audit committee, each consisting of independent non-executive directors, to review and approve all proposed connected transactions as defined in the listing rules of the Hong Kong Stock Exchange, including any transactions between us and any of these subsidiaries, as applicable. We have an audit committee, consisting of independent directors, to review and approve all material related party transactions, including any material transactions between us and any of these subsidiaries, as applicable. We believe that the transactions and agreements that we have entered into with these subsidiaries are on terms that are negotiated on an arm's length basis.

In addition, we may acquire or invest in publicly traded companies from time to time. For example, following the closing of our share subscription with Dada, a Nasdaq-listed company and a leading local on-demand delivery and retail platform in China, on February 28, 2022, we held approximately 52% of Dada's issued and outstanding shares and began to consolidate the financial results of Dada into ours. On July 26, 2022, JD Logistics completed the acquisition of more than 50% equity interest in Deppon, a Shanghai Stock Exchange-listed company and an integrated, customer-centered logistics company providing a wide range of solutions including Less-Than-Truckload (LTL) transportation, Full Truck Load (FTL) transportation, delivery services, and warehousing management. As a result, Deppon has become a subsidiary of JD Logistics, and its financial results, except for that of certain excluded business, have been consolidated into JD Logistics's consolidated financial statements.

However, as we remain a controlling shareholder of these stand-alone public companies, we may from time to time make strategic decisions that we believe are in the best interests of our business and shareholders as a whole, which may create conflicts of interest with these companies, such as resolution of any dispute arising from the agreements, allocation of business opportunities, and employee recruiting and retention between us and these companies. We may not be able to resolve all potential misalignments in interests with these public companies and the existence of such misalignments in interests may affect the results of operation of these companies, which may, in turn, affect our results of operations as a whole. The conflicts of interest described above may also arise when we acquire or invest in other publicly traded companies from time to time.

We may incur liability or become subject to administrative penalties for counterfeit or unauthorized products sold on our mobile apps and websites, or for products sold on our mobile apps and websites or content posted on our mobile apps and websites that infringe on third-party intellectual property rights, or for other misconduct.

We sourced our products from over 45,000 suppliers as of December 31, 2022. Third-party merchants on our online marketplace are separately responsible for sourcing the products they sell on our mobile apps and websites. Although we have adopted measures to verify the authenticity and authorization of products sold on our mobile apps and websites and avoid potential infringement of third-party intellectual property rights in the course of sourcing and selling products, we may not always be successful. As part of our cross-border e-commerce business, we source products outside of China and allow overseas brands or partners to sell their products through our online marketplace, which could make it more difficult for us to verify the authenticity and authorization of products sold.

In the event that counterfeit, unauthorized or infringing products are sold on our mobile apps and websites or infringing content is posted on our mobile apps and websites, we could face claims that we should be held liable. We have in the past received claims alleging our infringement of third parties' rights. Irrespective of the validity of such claims, we could incur significant costs and efforts in either defending against or settling such claims. If there is a successful claim against us, we might be required to pay substantial damages or refrain from further sale of the relevant products. Potential liability under PRC law if we negligently participated or assisted in infringement activities associated with counterfeit goods includes injunctions to cease infringing activities, rectification, compensation, administrative penalties and even criminal liability. Moreover, such third-party claims or administrative penalties could result in negative publicity and our reputation could be severely damaged. Any of these events could have a material and adverse effect on our business, results of operations or financial condition.

Under our standard form agreements, we require suppliers or third-party merchants to indemnify us for any losses we suffer or any costs that we incur due to any products we source from these suppliers or any products sold by these third-party merchants. However, not all of our agreements with suppliers and third-party merchants have such terms, and for those agreements that have such terms, we may not be able to successfully enforce our contractual rights and may need to initiate costly and lengthy legal proceedings in China to protect our rights. See “—Risks Related to Doing Business in China—We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies.”

We may be subject to product liability claims.

The products sold by us through our online retail business may be defective. As a result, sales of such products could expose us to product liability claims relating to personal injury or property damage and may require product recalls or other actions. Third parties subject to such injury or damage may bring claims or legal proceedings against us as the retailer of the product. Although we would have legal recourse against the manufacturer of such products under PRC law, attempting to enforce our rights against the manufacturer may be expensive, time-consuming and ultimately futile. In addition, we do not currently maintain any third-party liability insurance or product liability insurance in relation to products we sell. As a result, any material product liability claim or litigation could have a material and adverse effect on our business, financial condition and results of operations. Even unsuccessful claims could result in the expenditure of funds and managerial efforts in defending them and could have a negative impact on our reputation.

The proper functioning of our technology platform is essential to our business. Any failure to maintain the satisfactory performance of our websites, mobile apps and systems could materially and adversely affect our business and reputation.

The satisfactory performance, reliability and availability of our technology platform are critical to our success and our ability to attract and retain customers and provide quality customer service. Almost all of our sales of products are made online through our mobile apps and websites, and the fulfillment services we provide to third-party merchants are related to sales of their products through our mobile apps and websites. Any system interruptions caused by telecommunications failures, computer viruses, hacking or other attempts to harm our systems that result in the unavailability or slowdown of our mobile apps and websites or reduced order fulfillment performance could reduce the volume of products sold and the attractiveness of product offerings on our mobile apps and websites. Our servers may also be vulnerable to computer viruses, physical or electronic break-ins and similar disruptions, which could lead to system interruptions, website slowdown or unavailability, delays or errors in transaction processing, loss of data or the inability to accept and fulfill customer orders. Security breaches, computer viruses and hacking attacks have become more prevalent in our industry. Because of our brand recognition in the online retail industry in China, we believe we are a particularly attractive target for such attacks. We have experienced in the past, and may experience in the future, such attacks and unexpected interruptions. We can provide no assurance that our current security mechanisms will be sufficient to protect our IT systems from any third-party intrusions, viruses or hacker attacks, information or data theft or other similar activities. Any such future occurrences could reduce customer satisfaction, damage our reputation and result in a material decrease in our revenue.

Additionally, we must continue to upgrade and improve our technology platform to support our business growth, and failure to do so could impede our growth. However, we cannot assure you that we will be successful in executing these system upgrades and improvement strategies or when the execution of these system upgrades and improvement strategies will be effective. In particular, our systems may experience interruptions during upgrades, and the new technologies or infrastructures may not be fully integrated with the existing systems on a timely basis, or at all. In addition, we experience surges in online traffic and orders associated with promotional activities and holiday seasons, such as June 18 and November 11, which can put additional demands on our technology platform at specific times. If our existing or future technology platform does not function properly, it could cause system disruptions and slow response times, affecting data transmission, which in turn could materially and adversely affect our business, financial condition and results of operations.

Any deficiencies in China's internet infrastructure could impair our ability to sell products over our mobile apps and websites, which could cause us to lose customers and harm our operating results.

Almost all of our sales of products are made online through our mobile apps and websites, and the fulfillment services we provide to third-party merchants are related to sales of their products through our mobile apps and websites. Our business depends on the performance and reliability of the internet infrastructure in China. The availability of our mobile apps and websites depends on telecommunications carriers and other third-party providers for communications and storage capacity, including bandwidth and server storage, among other things. If we are unable to enter into and renew agreements with these providers on acceptable terms, or if any of our existing agreements with such providers are terminated as a result of our breach or otherwise, our ability to provide our services to our customers could be adversely affected. Almost all access to the internet in China is maintained through state-owned telecommunication carriers under administrative control, and we obtain access to end-user networks operated by such telecommunications carriers and internet service providers to give customers access to our mobile apps and websites. We have experienced service interruptions in the past, which were typically caused by service interruptions at the underlying external telecommunications service providers, such as the internet data centers and broadband carriers from which we receive services. Service interruptions prevent consumers from accessing our mobile apps and websites and placing orders, and frequent interruptions could frustrate customers and discourage them from attempting to place orders, which could cause us to lose customers and harm our operating results.

If we fail to adopt new technologies or adapt our websites, mobile apps and systems to changing customer requirements or emerging industry standards, or if our efforts to invest in the development of new technologies are unsuccessful or ineffective, our business may be materially and adversely affected.

To remain competitive, we must continue to enhance and improve the responsiveness, functionality and features of our mobile apps and websites. The industries we operate in are characterized by rapid technological evolution, changes in customer requirements and preferences, frequent introductions of new products and services embodying new technologies and the emergence of new industry standards and practices, any of which could render our existing technologies and systems obsolete. Our success will depend, in part, on our ability to identify, develop, acquire or license leading technologies useful in our business, and respond to technological advances and emerging industry standards and practices, such as mobile internet, in a cost-effective and timely way. In recent years, we invested in the development of many new technologies and business initiatives, such as AI, big data and cloud. The development of websites, mobile apps and other proprietary technologies entails significant technical and business risks. We cannot assure you that we will be able to successfully develop or effectively use new technologies, recoup the costs of developing new technologies or adapt our websites, mobile apps, proprietary technologies and systems to meet customer requirements or emerging industry standards. If we are unable to develop technologies successfully or adapt in a cost-effective and timely manner in response to changing market conditions or customer requirements, whether for technical, legal, financial or other reasons, our business, prospects, financial condition and results of operations may be materially and adversely affected.

Customer growth and activity on mobile devices depends upon effective use of mobile operating systems, networks and standards that we do not control.

Purchases using mobile devices by consumers generally, and by our customers specifically, have increased significantly, and we expect this trend to continue. To optimize the mobile shopping experience, we are somewhat dependent on our customers downloading our specific mobile apps for their particular devices as opposed to accessing our sites from an internet browser on their mobile device. As new mobile devices and platforms are released, it is difficult to predict the problems we may encounter in developing applications for these alternative devices and platforms, and we may need to devote significant resources to the development, support and maintenance of such applications. In addition, our future growth and our results of operations could suffer if we experience difficulties in the future in integrating our mobile apps into mobile devices or if problems arise with our relationships with providers of mobile operating systems or mobile app download stores, if our apps receive unfavorable treatment compared to competing apps on the download stores, or if we face increased costs to distribute or have customers use our mobile apps. We are further dependent on the interoperability of our sites with popular mobile operating systems that we do not control, such as iOS and Android, and any changes in such systems that degrade the functionality of our sites or give preferential treatment to competitive products could adversely affect the usage of our sites on mobile devices. In the event that it is more difficult for our customers to access and use our sites on their mobile devices, or if our customers choose not to access or to use our sites on their mobile devices or to use mobile products that do not offer access to our sites, our customer growth could be harmed and our business, financial condition and operating results may be adversely affected.

Our business is subject to complex and evolving Chinese and international laws and regulations regarding data privacy and cybersecurity. Failure to protect confidential information of our customers and network against security breaches could damage our reputation and brand and substantially harm our business and results of operations.

A significant challenge to the online retail industry is the secure storage of confidential information and its secure transmission over public networks. Almost all of the orders and some of the payments for products we offer are made through our websites and our mobile apps. In addition, some online payments for our products are settled through third-party online payment services. We also share certain personal information about our customers with third-party couriers, such as their names, addresses, phone numbers and transaction records. In addition, with the rapid development of our AI, big data and cloud technologies and services, we have accumulated a large volume of data, which covers customer's browsing and consumption behavior information, product manufacturing and sales information, warehousing and distribution information, customer service information, among others. We also formed strategic partnerships with some leading mobile internet companies to leverage their powerful big data resources, massive user bases and AI-driven technologies. Maintaining complete security for the storage and transmission of confidential information on our technology platform is essential to maintaining our operating efficiency and customer confidence as well as complying with the applicable laws and standards.

We have adopted security policies and measures, including encryption technology, to protect our proprietary data and customer information. However, advances in technology, the expertise of hackers, improper use or sharing of data, new discoveries in the field of cryptography or other events or developments could result in a compromise or breach of the technology that we use to protect confidential information. We may not be able to prevent third parties, especially hackers or other individuals or entities engaging in similar activities, from illegally obtaining such confidential or private information we hold as a result of our customers' visits to our websites and use of our mobile apps. Such individuals or entities obtaining our customers' confidential or private information may further engage in various other illegal activities using such information. In addition, we have limited control or influence over the security policies or measures adopted by business partners including strategic partners or third-party providers of online payment services through which some of our customers may choose to make payment for purchases. The third-party couriers we use may also violate their confidentiality obligations and disclose or use information about our customers illegally. Any negative publicity on our websites' or mobile apps' safety or privacy protection mechanisms and policies, and any claims asserted against us or fines imposed upon us as a result of actual or perceived failures, could have a material and adverse effect on our public image, reputation, financial condition and results of operations. We have experienced breaches of our information security measures in the past due to external causes beyond our control, such as a leak of user account information from the China Software Developer Network (CSDN) in 2011, although none of the past breaches individually or in the aggregate was material to our business or operations. We cannot assure you that similar events will not occur in the future. If we give third parties greater access to our technology platform in the future as part of providing more technology services to third-party merchants and others, it may become more challenging for us to ensure the security of our systems. Any compromise of our information security or the information security measures of our third-party couriers or third-party online payment service providers or other business partners could have a material and adverse effect on our reputation, business, prospects, financial condition and results of operations. Practices regarding the collection, use, storage, transmission and security of personal information by companies operating over the internet and mobile platforms are under increased public scrutiny.

As the regulations regarding data privacy and cybersecurity are quickly evolving in China and globally, we may become subject to new laws and regulations applying to the solicitation, collection, processing or use of personal or consumer information that could affect how we store, process and share data with our customers, suppliers and third-party merchants.

On June 10, 2021, the Standing Committee of the National People's Congress promulgated the PRC Data Security Law, which took effect in September 2021. The Data Security Law, among others, provides for a security review procedure for the data activities that may affect national security. Furthermore, the Cybersecurity Review Measures (2020), which became effective on June 1, 2020, set forth the cybersecurity review mechanism for critical information infrastructure operators, and provided that critical information infrastructure operators who intend to purchase internet products and services that affect or may affect national security shall be subject to a cybersecurity review. On July 30, 2021, the state council promulgated the Regulations on Protection of Critical Information Infrastructure, which became effective on September 1, 2021. Pursuant to the Regulations on Protection of Critical Information Infrastructure, critical information infrastructure shall mean an important network facility and information system in important industries such as, among others, public communications and information services, as well as other important network facilities and information systems that may seriously endanger national security, the national economy, the people's livelihood, or the public interests in the event of damage, loss of function, or data leakage. In addition, relevant administration departments of each critical industry and sector, shall be responsible to formulate eligibility criteria and determine the critical information infrastructure operator in the respective industry or sector. Furthermore, the exact scope of "critical information infrastructure operators" under the current regulatory regime remains unclear, and the PRC government authorities may have wide discretion in the interpretation and enforcement of these laws. Therefore, it is uncertain whether we would be deemed as a critical information infrastructure operator under PRC law.

On December 28, 2021, the CAC, the National Development and Reform Commission, or NDRC, the Ministry of Industry and Information Technology, or MIIT, and several other PRC government authorities jointly issued the Cybersecurity Review Measures, or the Cybersecurity Review Measures, which took effect on February 15, 2022 and replaced the Cybersecurity Review Measures (2020). Such Measures further restate and expand the applicable scope of the cybersecurity review. Pursuant to the Cybersecurity Review Measures, critical information infrastructure operators that procure internet products and services and network platform operators engaging in data processing activities must be subject to the cybersecurity review if their activities affect or may affect national security. Since the Cybersecurity Review Measures are relatively new and provide no further explanation or interpretation on the determination of “affecting national security,” there remain uncertainties as to whether our data processing activities may be deemed to affect national security.

If we are deemed as a critical information infrastructure operator under the PRC cybersecurity laws and regulations, we must fulfill certain obligations as required under the PRC cybersecurity laws and regulations, including, among others, storing personal information and important data collected and produced within the PRC territory during our operations in China, which we have fulfilled in our business, and we may be subject to review when purchasing internet products and services.

Further, the Cybersecurity Review Measures stipulate that network platform operators holding personal information of over one million users must apply to the Cybersecurity Review Office for a cybersecurity review before public offering on a foreign stock exchange. Although our securities have been listed on the Nasdaq Global Select Market and the Hong Kong Stock Exchange, given the Cybersecurity Review Measures are relatively new, there are substantial uncertainties as to the interpretation, application, and enforcement of the Cybersecurity Review Measures and how it will affect our business.

On July 7, 2022, the CAC promulgated the Security Assessment Measures for Outbound Data Transfer, or the Security Assessment Measures, which became effective on September 1, 2022. The Security Assessment Measures provide for the circumstances under which a data processor shall be subject to security assessment, including (i) where a data processor provides important data abroad; (ii) where a critical information infrastructure operator or a data processor that processes personal information of more than one million individuals provides personal information abroad; (iii) where a data processor that has exported personal information of over 100,000 individuals or sensitive personal information of over 10,000 individuals in total since January 1 of the previous year provides personal information abroad; and (iv) other circumstances prescribed by the CAC. We have applied to CAC for security assessment of outbound data transfer according to the Security Assessment Measures.

On November 14, 2021, the CAC published a discussion draft of the Administrative Measures for Internet Data Security, or the Draft Measures for Internet Data Security. The Draft Measures for Internet Data Security provides that data processors refer to individuals or organizations that autonomously determine the purpose and the manner of processing data. In accordance with the Draft Measures for Internet Data Security, data processors shall apply for a cybersecurity review for certain activities. See “Item 4.B. Information on the Company—Business Overview—Regulation—Regulations Relating to Information Security” for details. The Draft Measures for Internet Data Security remains unclear on whether the relevant requirements will be applicable to companies that have been listed in the United States and Hong Kong, such as us. There is no timetable as to when the Draft Measures for Internet Data Security will be enacted. We cannot predict the impact of the Draft Measures for Internet Data Security, if any, at this stage, and we will closely monitor and assess any development in the rule-making process. As of the date of this annual report, we have not been involved in any formal investigations on cybersecurity review made by the CAC or relevant regulatory authorities based on the Draft Measures for Internet Data Security. However, if we are not able to comply with the cybersecurity and network data security requirements in a timely manner, or at all, we may be subject to government enforcement actions and investigations, fines, penalties, suspension of our non-compliant operations, or removal of our app from the relevant application stores, among other sanctions, which could materially and adversely affect our business and results of operations. In addition to the cybersecurity review, the Draft Measures for Internet Data Security requires that data processors processing “important data” or listed overseas shall conduct an annual data security assessment by itself or commission a data security service provider to do so, and submit the assessment report of the preceding year to the municipal cybersecurity department by the end of January each year. As advised by our PRC legal counsel, if a final version of the Draft Measures for Internet Data Security is adopted, we may be subject to review when conducting data processing activities and annual data security assessment and may face challenges in addressing its requirements and make necessary changes to our internal policies and practices in data processing. As advised by our PRC legal counsel, we are not required to file an application for the cybersecurity review by CAC for our previous issuance of securities to foreign investors as of the date of this annual report because (i) the relevant regulations do not require data processors which process personal information of over one million users to file a supplementary application of cybersecurity review for their previous issuance of securities to foreign investors that occurred before the effective date of such regulations; and (ii) our securities have already been listed on the Nasdaq Global Select Market and the Hong Kong Stock Exchange before such regulations became effective. Thus, our PRC legal counsel does not expect that, as of the date of this annual report, we are required to file an application for the cybersecurity review by CAC for our previous issuance of securities to foreign investors.

On August 20, 2021, the Standing Committee of the National People's Congress of China promulgated the Personal Information Protection Law, which integrates the scattered rules with respect to personal information rights and privacy protection and took effect on November 1, 2021. Our mobile apps and websites only collect basic user personal information that is necessary to provide the corresponding services. We do not collect any sensitive personal information or other excessive personal information that is not related to the corresponding services. We update our privacy policies from time to time to meet the latest regulatory requirements of the CAC and other authorities and adopt technical measures to protect data and ensure cybersecurity in a systematic way. Nonetheless, the Personal Information Protection Law raises the protection requirements for processing personal information, and many specific requirements of the Personal Information Protection Law remain to be clarified by the CAC, other regulatory authorities, and courts in practice. We may be required to make further adjustments to our business practices to comply with the personal information protection laws and regulations. See "Item 4.B. Information on the Company—Business Overview—Regulations."

These laws and regulations and the PRC Civil Code (which took effect on January 1, 2021 and also includes certain data-related rules) are relatively new and subject to interpretation by the regulators. Although we only gain access to user information that is necessary for, and relevant to, the services provided, the data we obtain and use may include information that is deemed as "personal information", "network data" or "important data" under the PRC Cyber Security Law, the Civil Code and related data privacy and protection laws and regulations. As such, we have adopted a series of measures to ensure that we comply with relevant laws and regulations in the collection, use, disclosure, sharing, storage, and security of user information and other data. The Data Security Law also stipulates that the relevant authorities will formulate the catalogues for important data and strengthen the protection of important data, and state core data, i.e. data having a bearing on national security, the lifelines of national economy, people's key livelihood and major public interests, shall be subject to stricter management system. "Information on the Company—Business Overview—Regulations." The exact scopes of important data and state core data remain unclear and may be subject to further interpretation. If any data that we are in possession of constitutes important data or state core data, we may be required to adopt stricter measures for protection and management of such data.

In addition, we may need to comply with increasingly complex and rigorous regulatory standards enacted to protect business and personal data in the U.S., Europe, Hong Kong and elsewhere. For example, the European Union adopted the General Data Protection Regulation, or the GDPR, which became effective on May 25, 2018. The GDPR imposes additional obligations on companies regarding the handling of personal data and provides certain individual privacy rights to persons whose data is stored. Compliance with existing, proposed and recently enacted laws (including implementation of the privacy and process enhancements called for under GDPR) and regulations can be costly; any failure to comply with these regulatory standards could subject us to legal and reputational risks. In addition, to the extent we have accessed personal data in Hong Kong in our operations, such as retail business, we have been in compliance with relevant laws and regulations in Hong Kong regarding data security, such as the Personal Data (Privacy) Ordinance and the Unsolicited Electronic Messages Ordinance which impose protocols and obligations regarding the handling of personal data including that, among other things, (i) personal data shall be collected for a lawful purpose, necessary and not excessive, (ii) personal data shall be collected by means that are lawful and fair in the circumstances of the case, and (iii) the person from whom personal data is collected is informed of the purpose of collecting the data. We believe that the laws and regulations in Hong Kong regarding data security do not have a material impact on our business as of the date of this annual report. However, to the extent that certain laws and regulations in Hong Kong were to result in additional oversight over data security that impacts our business in Hong Kong, we may be required to incur additional cost to ensure our compliance to such laws and regulations, and any violation could result in a material adverse impact on our business, reputation and results of operations.

We generally comply with industry standards and are subject to the terms of our own privacy policies. Compliance with any additional laws could be expensive, and may place restrictions on the conduct of our business and the manner in which we interact with our customers. Any failure to comply with applicable regulations could also result in regulatory enforcement actions against us, and misuse of or failure to secure personal information could also result in violation of data privacy laws and regulations, proceedings against us by governmental authorities or other authorities, damage to our reputation and credibility and could have a negative impact on revenues and profits.

Significant capital and other resources may be required to protect against information security breaches or to alleviate problems caused by such breaches or to comply with our privacy policies or privacy-related legal obligations. The resources required may increase over time as the methods used by hackers and others engaged in online criminal activities are increasingly sophisticated and constantly evolving. Any failure or perceived failure by us to prevent information security breaches or to comply with privacy policies or privacy-related legal obligations, or any compromise of security that results in the unauthorized release or transfer of personally identifiable information or other customer data, could cause our customers to lose trust in us and could expose us to legal claims. Any perception by the public that online transactions or the privacy of user information are becoming increasingly unsafe or vulnerable to attacks could inhibit the growth of online retail and other online services generally, which may reduce the number of orders we receive.

The wide variety of payment methods that we accept subjects us to third-party payment processing-related risks.

We accept payments using a variety of methods, including payment on delivery, bank transfers, online payments through various third-party online payment platforms such as Weixin Pay, UnionPay and JD Pay. For certain payment methods, we pay interchange and other fees, which may increase over time and raise our operating costs and lower our profit margins. We may also be subject to fraud and other illegal activities in connection with the various payment methods we offer, including online payment and cash on delivery options. Although we deliver a majority of the orders directly to customers ourselves, we use third-party couriers during peak seasons to supplement our delivery force. Given some customers choose the cash-on-delivery option when they place their orders online, the delivery personnel of our third-party couriers collect payments on our behalf, and we require the third-party couriers to remit the payment collected to us on the following day. If these companies fail to remit the payment collected to us in a timely fashion or at all, if they become unwilling or unable to provide these services to us, or if their service quality deteriorates, our business could be disrupted. We are also subject to various rules, regulations and requirements governing electronic funds transfers, both in China and globally, which could change or be reinterpreted to make it difficult or impossible for us to comply with. If we fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from our customers, process electronic funds transfers or facilitate other types of online payments, and our business, financial condition and results of operations could be materially and adversely affected.

Our delivery, return and exchange policies may materially and adversely affect our results of operations.

We have adopted shipping policies that do not necessarily pass the full cost of shipping on to our customers. We also have adopted customer-friendly return and exchange policies that make it convenient and easy for customers to change their minds after completing purchases. We may also be required by law to adopt new or amend existing return and exchange policies from time to time. For example, pursuant to the amended Consumer Protection Law, which became effective in March 2014, except for certain types of products, such as custom-made goods, fresh and perishable goods, consumers are generally entitled to return the products purchased within seven days upon receipt without giving any reasons when they purchase the products from business operators on the internet. See “Item 4.B. Information on the Company—Business Overview—Regulation—Regulations Relating to Product Quality, Consumer Protection and Operation Safety.” These policies improve customers’ shopping experience and promote customer loyalty, which in turn help us acquire and retain customers. However, these policies also subject us to additional costs and expenses which we may not recoup through increased revenue. Our ability to handle a large volume of returns is unproven. If our return and exchange policy is misused by a significant number of customers, our costs may increase significantly and our results of operations may be materially and adversely affected. If we revise these policies to reduce our costs and expenses, our customers may be dissatisfied, which may result in loss of existing customers or failure to acquire new customers at a desirable pace, which may materially and adversely affect our results of operations.

The offline fresh food markets operated under our 7FRESH brand rely heavily on sales of perishable products, and ordering errors or product supply disruptions may have an adverse impact on its profitability and operating results.

Our offline fresh food markets rely on various suppliers and vendors to provide and deliver our perishable product inventory promptly on an ongoing basis. We could suffer significant product inventory losses in the event of the loss of a major supplier or vendor, disruption of our distribution network, extended power outages, natural disasters or other catastrophic occurrences. We have implemented certain systems to ensure our ordering is in line with demand. We cannot assure you, however, that our ordering system will always work efficiently, in particular in connection with the opening of new stores, which have no, or a limited, ordering history. If we were to over-order, we could suffer inventory losses, which would negatively impact our operating results.

We may experience negative impact on our reputation due to real or perceived quality or health issues with the food products sold at our offline fresh food markets, which could have an adverse impact on our operating results.

Customers of our offline fresh food markets expect us to provide them with fresh, high-quality food products. Concerns regarding the safety of our food products or the safety and quality of our food supply chain could cause shoppers to avoid purchasing certain products from us, or to seek alternative sources of food, even if the basis for the concern is outside of our control. Negative publicity about these concerns, whether or not ultimately based on facts, and whether or not involving products sold at our stores, could discourage consumers from buying our products and have an adverse impact on our operating results. Furthermore, sales of food products entails inherent risks of product liability claims, product recall and the resulting negative publicity. Food products containing contaminants could be inadvertently distributed by us and, if processing by the consumers level does not eliminate them, these contaminants could result in illness or death. We cannot assure you that product liability claims will not be asserted against us or that we will not be obligated to perform product recalls or held liable in the future.

Any loss in confidence on the part of our customers would be difficult and costly to reestablish. Any such adverse impact could be exacerbated by our position in the market as a purveyor of fresh, high-quality food products and could significantly reduce our brand value. Issues regarding the safety of any food items sold by us, regardless of the cause, could have a material and adverse impact on our sales and operating results.

Our 7FRESH brand may be unable to keep existing store locations, open new stores in desirable places on favorable terms or compete successfully with other retailers, which could materially and adversely affect its results of operations.

Our 7FRESH brand's growth strategy includes opening and operating offline fresh food stores at suitable locations. The implementation of this strategy depends on finding suitable locations. In addition, we compete with other retailers and businesses for suitable locations. Local land use and zoning regulations, environmental regulations and other regulatory requirements may affect our ability to find suitable locations and have an impact on the cost of constructing, renovating and operating our stores. Real estate, zoning, construction and other delays may adversely affect store openings and renovations and increase our costs. Moreover, changing local demographics at existing store locations may adversely affect revenue and profitability levels at those stores. The termination or expiration of leases at existing store locations may adversely affect us if the renewal terms of those leases are unacceptable to us and we are forced to close or relocate stores. If we determine to close or relocate a store subject to a lease, we may remain obligated under the lease for the remainder of the lease term.

Furthermore, our offline fresh food stores face increasing competition from other retailers in various aspects, including, among others, pricing, selection, quality and availability of product offering, store hours, in-store amenities, shopping convenience and overall shopping experience. If we operate our stores at locations not suitable for our growth strategy, or if we are unable to maintain our existing store locations, open new stores in desirable places and on favorable terms or compete successfully with other retailers, the results of operations of our 7FRESH brand could be materially and adversely affected.

If JD Technology is unable to successfully manage its business or conflicts that could arise between us and JD Technology are not resolved in our favor, our business, financial condition, results of operations and prospects could be materially and adversely affected as a result.

In June 2020, we entered into agreements with JD Technology, pursuant to which we have, through a consolidated PRC domestic company, acquired an aggregate of 36.8% equity interest in JD Technology by converting our profit sharing right pursuant to the framework between us and JD Technology and investing additional RMB1.78 billion in cash in JD Technology. The framework agreement, including the profit-sharing arrangement between JD Technology and us, was terminated, and JD Technology has become our equity method investee. In connection with the acquisition of equity interests in JD Technology, we have entered into a series of agreements with JD Technology which set forth the rights of JD as a shareholder. On March 31, 2021, we entered into definitive agreements with JD Technology relating to the reorganization of our cloud computing and artificial intelligence business. Upon completion of this transaction on March 31, 2021, our equity interest in JD Technology has increased to 41.7%.

JD Technology currently provides us with certain payment services on a non-exclusive basis and other services to us. If JD Technology will not be able to successfully manage its risks such as credit risks, its ability to continue to deliver payment and other services to us may be undermined. In such event, JD Technology might seek to amend the terms of its agreements and arrangements with us, which could potentially result in a conflict of interest. Other conflicts of interest between us and JD Technology may arise relating to commercial or strategic opportunities or initiatives. Although we and JD Technology have each agreed to certain non-competition undertakings, we cannot assure you that JD Technology would not pursue opportunities to provide services to our competitors or other opportunities that would conflict with our interests. If JD Technology is unable to successfully manage its business or conflicts of interest that could arise between us and JD Technology are not resolved in our favor, our business, financial condition, results of operations and prospects could be materially and adversely affected.

In addition, we continue to license certain of our intellectual properties, including our "JD" brand and related trademarks and domain names to JD Technology. Because of JD Technology's ability to continue to use our brand, our close association with JD Technology and overlapping user base, events that negatively affect JD Technology, for example, alleged engagement in inappropriate activities, involvement in any legal or administrative proceedings, or negative publicity, could also negatively affect customers', regulators' and other third parties' perception of us and our JD brand, harm our credibility and reputation and adversely affect our business.

JD Logistics, our subsidiary that is a technology-driven supply chain solutions and logistics services provider, is subject to risks associated with provision of integrated supply chain solutions and logistics services and operations.

JD Logistics, our subsidiary that is a technology-driven supply chain solutions and logistics services provider, is subject to risks associated with provision of integrated supply chain solutions and logistics services and operations, including, but not limited to, the following:

- potential disruptions to the operation of the warehousing and logistics facilities operated by us or other third-party transportation companies and couriers that facilitate our logistics services, or to the development of new warehousing and logistics facilities;
- risk that our customers may reduce their expenditure on third-party supply chain solutions and logistics services or increase utilization of their internal solutions;
- tightening of the labor market, increases in labor costs or any labor unrest, as we operate in a labor-intensive industry;
- failure to maintain positive relationships with our third-party logistics service providers;
- risks associated with the items we deliver and the contents of shipments and inventories handled through our logistics networks, including real or perceived quality or health issues with the products that are handled through our logistics networks; and
- risks inherent in the logistics industry, including personal injury, product damage, and transportation-related incidents.

The occurrence of any such risks may damage the business and reputation of JD Logistics, and may have a material and adverse impact on our financial condition and results of operations.

JD Health, our healthcare subsidiary, is subject to risks associated with the marketing, distributing, selling and regulation of pharmaceutical and healthcare products.

JD Health, our healthcare subsidiary, is subject to certain risks associated with the marketing, distributing and selling of pharmaceutical and other health and wellness products, as well as provision of medical and related services, including, but not limited to, the following:

- inability to successfully execute effective advertising, marketing and promotional activities necessary to maintain and increase the awareness of JD Health and the products and services it offers;
- failure to implement effective pricing and other strategies in response to intense market competition in the pharmaceutical industry in China;
- inability to upgrade intelligent healthcare solutions in response to changing consumer demand and preference;
- inability to stock adequate supply of pharmaceutical and healthcare products that customers desire;
- potential medical liability claims in connection with our online healthcare services;
- potential penalties or disputes against us for failure to manage our in-house medical team and external doctors;
- failure of in-house medical team or external doctors to provide adequate and proper medical services on our platform;
- inability to obtain and maintain regulatory or governmental permits, approvals and clearances, or to pass PRC government inspections; and
- the risk of, and resulting liability from, any contamination, injury or other harm caused by any use, misuse, misdiagnosis or side-effects involving products distributed or services provided by JD Health.

The occurrence of any such risks may damage the business and reputation of JD Health, and may have an adverse impact on our financial condition and results of operations.

Furthermore, laws and regulations regarding pharmaceutical and healthcare industry in China are strict and extensive. Violation of relevant laws and regulations may result in harsh penalties and, under certain circumstances, lead to criminal prosecution. Meanwhile, regulations of both internet industry and its internet healthcare sector are relatively new and evolving, and their interpretation and enforcement involve significant uncertainty. As a result, it may be difficult to determine what actions or omissions would be deemed in violation of applicable laws and regulations. Due to the uncertainty and complexity of the regulatory environment, we cannot assure you that JD Health would always be in full compliance with applicable laws and regulations, the violation of which may have adverse effect on its brand reputation and business. Compliance with future laws and regulations may require JD Health to change its business models and practices at an undeterminable and possibly significant financial cost. These additional monetary expenditures may increase future overhead, which may, in turn, have a material adverse effect on our business, financial condition and results of operations.

JD Property faces challenges relating to the macroeconomic environment, the market condition and its own business development.

JD Property, our subsidiary which is a leading and the fastest-growing platform for developing and managing modern infrastructure, consisting primarily of logistics parks, as well as business parks and others, in China and Asia, faces challenges relating to the macroeconomic environment, the market condition and certain characteristics of its current operations. These challenges include, but are not limited to:

- *fluctuations in the macroeconomic environment.* The market demand for logistics facilities generally reflects conditions in the Chinese economy. If the general economy slows, the demand for logistics properties will decrease and the vacancy rate will increase, resulting in a more competitive market environment for JD Property;
- *concentration risk of business operations.* External clients currently account for a relatively small portion of JD Property's client base. Its business growth largely depends on the demand of JD Logistics and other affiliated companies. Moreover, because the primary business focus of JD Property is on industrial park and logistics properties, slowdown in such business area may have a greater impact on its business than if JD Property had more diversified operation in the development of different types of properties; and
- *uncertainties in the overseas market.* JD Property's venture into the overseas market, such as the Southeast Asian market, faces challenges inherent in conducting cross-board business, including cultural differences, complexity of local regulatory environment, political stability and communication with local clients and business partners, among other things.

If JD Property's business cannot continue to grow despite these challenges, our financial condition and results of operations may be adversely affected.

JD Industrials faces challenges relating to the provision of industrial supply chain technology and service.

JD Industrials faces challenges as a leading industrial supply chain technology and service provider in China. These challenges include, but are not limited to:

- *abilities to expand customer base and maintain satisfactory customer experience.* The success of JD Industrials depends on its ability to provide superior industrial supply chain technology and service to expand its customer base, which in turn depends on factors such as its ability to offer high-quality industrial products and services, optimize the product and service offerings in response to the diverse and evolving demand of its customers, expand and maintain relationships with its customers and suppliers, offer timely and reliable fulfillment service, develop industrial technology solutions and intelligent services, and recommend suitable products and services to its customers. As many of JD Industrials' customers are corporate customers who make bulk purchases, failure to expand its customer base and maintain satisfactory customer experience will adversely affect the business and results of operations of JD Industrials;
- *Uncertainties relating to the market where it operates.* The industrial supply chain technology and service market is still in its early stage of development in China, which may not develop into the stage and scale as expected. The long-term viability and prospects of digitalizing the industrial supply chain in China remain untested and subject to significant uncertainties. If JD Industrials are not able to successfully implement its business strategy and effectively respond to changes in market dynamics, its future operation performance and financial results will deteriorate; and
- *risks relating to the fulfillment of industrial products.* JD Industrials contract with third-party warehousing and logistics service providers to store and deliver a large portion of the industrial products it sells. It may not be able to enforce effective control over the logistic service provided directly by its suppliers or other third-party logistics providers, and JD Industrials' ability to conduct business and the quality of its services may be negatively affected. Its fulfillment of industrial products may also be vulnerable to damages caused by fire, flood, power outage, telecommunications failure, break-ins, earthquake, human error and other events, which may cause more serious disruptions to JD Industrials' business given the nature of certain industrial products.

If JD Industrials' business were negatively impacted by these challenges to a material extent, our financial condition and results of operations may be adversely affected.

Our use of some leased properties could be challenged by third parties or government authorities, which may cause interruptions to our business operations.

A small portion of the lessors of our leased warehouses, leased offices, and leased delivery stations and pickup stations have not provided us with their property ownership certificates or any other documentation proving their right to lease those properties to us. If our lessors (including the lessors of our 7FRESH offline fresh food stores) are not the owners of the properties and they have not obtained consents from the owners or their lessors or permits from the relevant government authorities, our leases could be invalidated. If this occurs, we may have to renegotiate the leases with the owners or the parties who have the right to lease the properties, and the terms of the new leases may be less favorable to us. Some of the leased properties were also subject to mortgage at the time the leases were entered into. Such lease may not be binding on the transferee of the property in the event that the mortgage holder forecloses on the mortgage and transfers the property to another party. In addition, a substantial portion of our leasehold interests in leased properties have not been registered with the relevant PRC government authorities as required by PRC law, which may expose us to potential fines if we fail to remediate after receiving any notice from the relevant PRC government authorities. Also, in the event that the actual use of our leased properties is inconsistent with the use registered on the land use right certificate or our leased properties are on allocated land, the competent authorities may require the lessors to return the land and impose fines on the lessors, or confiscate the proceeds from the leasing of the properties and impose fines on the lessor if such properties are leased without their consent or handing in such income, as applicable. Therefore, the relevant lease agreements may be deemed to be in breach of the law and therefore be void.

As of the date of this annual report, we are not aware of any material claims or actions being contemplated or initiated by government authorities, property owners or any other third parties with respect to our leasehold interests in or use of such properties.

However, we cannot assure you that our use of such leased properties will not be challenged. In the event that our use of properties is successfully challenged, we may be subject to fines and forced to relocate the affected operations. In addition, we may become involved in disputes with the property owners or third parties who otherwise have rights to or interests in our leased properties. We can provide no assurance that we will be able to find suitable replacement sites on terms acceptable to us on a timely basis, or at all, or that we will not be subject to material liability resulting from third parties' challenges on our use of such properties. As a result, our business, financial condition and results of operations may be materially and adversely affected.

Failure to renew our current leases or locate desirable alternatives for our facilities could materially and adversely affect our business.

We lease properties for our offices, customer service center, warehouses, sorting centers, and delivery and pickup stations. We may not be able to successfully extend or renew such leases upon expiration of the current term on commercially reasonable terms or at all, and may therefore be forced to relocate our affected operations. This could disrupt our operations and result in significant relocation expenses, which could materially and adversely affect our business, financial condition and results of operations. In addition, we compete with other businesses for premises at certain locations or of desirable sizes. As a result, even though we could extend or renew our leases, rental payments may significantly increase as a result of the high demand for the leased properties. In addition, we may not be able to locate desirable alternative sites for our facilities as our business continues to grow and failure in relocating our affected operations could materially and adversely affect our business and operations.

We are subject to a broad range of laws and regulations. Any lack of requisite approvals, licenses or permits applicable to our business or any failure to comply with applicable laws or regulations may have a material and adverse impact on our business, financial condition and results of operations.

Our business is subject to governmental supervision and regulation by the relevant PRC governmental authorities, including the State Administration for Market Regulation (formerly known as the State Administration for Industry and Commerce), or SAMR, the NDRC, the Ministry of Commerce, the MIIT, the CAC, the Ministry of Transport, the State Post Bureau and the People's Bank of China, or the PBOC, among others. Together, these government authorities promulgate and enforce regulations that cover many aspects of the operation of the online retail, courier and road freight transportation industries, including entry into these industries, the scope of permissible business activities, licenses and permits for various business activities, and foreign investment. See "Item 4.B. Information on the Company—Business Overview—Regulation—Regulations Relating to Foreign Investment" and "—Licenses and Permits."

Under PRC law, an entity operating courier services across multiple provinces must obtain a cross-provincial Courier Service Operation Permit and conduct its courier services within the permitted scope as indicated in the permit. Furthermore, any entity engaging in road freight transportation services in China must obtain a Road Transportation Operation Permit from the relevant road transportation administrative authorities. We operate a nationwide road freight transportation and delivery network. As of December 31, 2022, we had Courier Service Operation Permits that allow Beijing Jingbangda Trade Co., Ltd. (Jingbangda), a subsidiary of Xi'an Jingdong Xincheng, one of the consolidated variable interest entities providing logistics services, and the subsidiaries of Jingbangda, to operate an express delivery business in 31 provinces and 448 cities in China. As of December 31, 2022, Jingbangda and its relevant subsidiaries had obtained Courier Service Operation Permits. As of the same date, among other entities, Xi'an Jingdong Xuncheng and its relevant branches and subsidiaries, and Jingbangda and its relevant branches and subsidiaries had obtained Road Transportation Operation Permits that allow these entities to provide road freight transportation services. We are in the process of making filings with local postal administrations for express delivery terminal outlets of the subsidiaries of Jingbangda. However, we cannot assure you that we can obtain such permits and licenses in a timely manner, or at all, due to complex procedural requirements and policies.

In addition, we issue one type of prepaid cards which may be used to buy the products and services sold on our mobile apps and websites. Due to licensing requirements, currently such prepaid cards can only be used to purchase products and services directly sold by us.

There may be some defects with respect to the process of establishing certain of our indirect subsidiaries in China. Certain subsidiaries of our wholly foreign-owned subsidiaries in China were established without obtaining the prior approval from the relevant government authorities that supervise the relevant industries, and some obtain the relevant permits from the government authority at a level lower than as required. We have not received any notice of warning or been subject to penalties or other disciplinary action from the relevant governmental authorities with respect to these defects. However, we cannot assure you that the relevant governmental authorities would not require us to obtain the approvals, or the permits from proper level of government authorities to cure the defects, or take any other actions retrospectively in the future. If the relevant government authorities require us to cure such defects, we cannot assure you that we will be able to obtain the approvals, or the permits from proper level of government authorities, in a timely manner or at all.

We provide payment by installments to certain qualified customers for purchasing relevant products sold on our websites. These payment services may be deemed to be providing consumer loans. If so, an approval for consumer finance company from the relevant authority is required, and we cannot assure you that we can obtain such approval in a timely manner, or at all.

If the PRC government considers that we were operating without the proper approvals, licenses or permits, it has the power, among other things, to levy fines, confiscate our income, revoke our business licenses, and require us to discontinue our relevant business or impose restrictions on the affected portion of our business. Any of these actions by the PRC government may have a material and adverse effect on our results of operations.

The e-commerce industry, and online retail in particular, is highly regulated by the PRC government. For example, the Price Law of the People's Republic of China prohibits a business operator from committing the specified unlawful pricing activities, such as dumping products at price below cost for the purpose of driving out rivals or monopolizing the market, using false or misleading prices to deceive consumers to transact, colluding with others to manipulate the market price, or conducting price discrimination against other business operators. We are required to obtain various licenses and permits from different regulatory authorities in order to distribute certain categories of products on our mobile apps and websites. See "Item 4.B. Information on the Company—Business Overview—Regulation—Licenses and Permits." We have made great efforts to obtain all the applicable licenses and permits, but due to the large number of products sold on our mobile apps and websites, we may not always be able to do so and we were penalized by governmental authorities for selling products without proper licenses. As we increase our product selection, we may also become subject to new or existing laws and regulations that did not affect us before.

As online retail is evolving rapidly in China, new laws and regulations may be adopted from time to time to require additional licenses and permits other than those we currently have, and to address new issues that arise from time to time. For example, in August 2018, the Standing Committee of the National People's Congress promulgated the E-Commerce Law, which became effective on January 1, 2019. The E-Commerce Law imposes a number of new requirements and obligations on e-commerce platform operators. In addition, on March 15, 2021, the SAMR promulgated the Measures for the Supervision and Administration of Online Trading, which took effect from May 1, 2021 and became an important departmental regulation for the implementation of the E-commerce Law. We have adopted a series of measures to comply with such requires under the E-Commerce Law. We cannot assure you, however, that our current business operations meet the requirements under the E-Commerce Law in all respects. If the PRC governmental authorities determine that we are not in compliance with all the requirements under the E-Commerce Law and other applicable laws and rules, we may be subject to fines and/or other sanctions. As a result, substantial uncertainties exist regarding the interpretation and implementation of PRC laws and regulations applicable to online retail businesses. If we are unable to maintain and renew one or more of our licenses and certificates when their current term expires, or obtain such renewals on commercially reasonable terms, our operations could be disrupted. If the PRC government requires additional licenses or permits or provides stricter supervision requirements in the future in order for us to conduct our businesses, there is no guarantee that we would be able to obtain such licenses or permits or meet all the supervision requirements in a timely manner, or at all.

We have granted, and may continue to grant, restricted share units and other types of awards under our Share Incentive Plan and our consolidated subsidiaries' share incentive plans, which may result in increased share-based compensation expenses.

We have adopted a share incentive plan, or our Share Incentive Plan, to provide additional incentives to employees, directors and consultants. In May 2015, with approval of our board of directors, Mr. Liu was granted an option to acquire a total of 26,000,000 Class A ordinary shares of our company, at an exercise price of US\$16.70 per share or US\$33.40 per ADS, subject to a 10-year vesting schedule with 10% of the award vested on each anniversary of the grant date. We incurred share-based compensation expenses of RMB104 million, RMB73 million and RMB54 million (US\$8 million) in connection with this grant of option to Mr. Liu in 2020, 2021 and 2022, respectively. In addition, with the approvals of our board of directors and the board of directors of JD Logistics, JD Health, JD Property and JD Industrials, respectively, each of these companies approved and adopted their own share incentive plans, under which certain share-based awards were granted to Mr. Liu. See "Item 6.B. Directors, Senior Management and Employees—Compensation—Share Incentive Plan" for a detailed discussion.

For the years ended December 31, 2020, 2021 and 2022, we recorded an aggregate of RMB4,156 million, RMB9,134 million and RMB7,548 million (US\$1,095 million), respectively, in share-based compensation expenses. As of December 31, 2022, the awards in our Share Incentive Plan that had been granted to our directors, officers, employees and consultants and remained outstanding included (i) restricted share units to receive an aggregate of 71,641,054 ordinary shares, excluding restricted share units that were forfeited, cancelled, or vested after the relevant grant date, and (ii) options to purchase an aggregate of 19,314,136 ordinary shares, excluding options that were forfeited, cancelled, or exercised after the relevant grant date. We believe the granting of share-based awards is of significant importance to our ability to attract and retain key personnel and employees, and we will continue to grant share-based awards to employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

Our results of operations are subject to seasonal fluctuations.

We experience seasonality in our business, reflecting a combination of traditional retail seasonality patterns and new patterns associated with online retail in particular. For example, we generally experience less user traffic and purchase orders during national holidays in China, particularly during the Chinese New Year holiday season in the first quarter of each year. Furthermore, sales in the traditional retail industry are significantly higher in the fourth quarter of each calendar year than in the preceding three quarters.

E-commerce companies in China hold special promotional campaigns on November 11 each year, and we hold a special promotional campaign in the second quarter of each year, on June 18, to celebrate the anniversary of the founding of our business, both of which can affect our results for those quarters. Overall, the historical seasonality of our business has been relatively mild due to the rapid growth we have experienced and may increase further in the future. Our financial condition and results of operations for future periods may continue to fluctuate. As a result, the trading price of our Class A ordinary shares and/or ADSs may fluctuate from time to time due to seasonality.

We may need additional capital, and financing may not be available on terms acceptable to us, or at all.

Although we believe that our current cash and cash equivalents and anticipated cash flow from operations will be sufficient to meet our anticipated cash needs for the next 12 months, we may also require additional cash resources due to changed business conditions or other future developments, including any changes in our account payable policy, marketing initiatives or investments we may decide to pursue. If these resources are insufficient to satisfy our cash requirements, we may seek to obtain a credit facility or sell additional equity or debt securities. The sale of additional equity securities could result in dilution of our existing shareholders. The incurrence of indebtedness would result in increased debt service obligations and could result in operating and financing covenants that would restrict our operations. For example, the unsecured senior notes we issued in April 2016 and January 2020 both contain covenants including limitation on liens and restriction on consolidation, merger and sale of all or substantially all of our assets, and our term and revolving credit facilities we entered into in 2021 and 2022 contain covenants that impose certain minimum financial performance requirements on us and that might restrict our ability to raise additional debt. It is uncertain whether financing will be available in amounts or on terms acceptable to us, if at all. In addition, any difficulty or failure to meet our liquidity needs as and when needed can have a material adverse effect on our prospects. A large balance of indebtedness may require that we devote our financial resources to servicing such debt rather than funding our operating activities, which constrains our capital flexibility and may in turn adversely affect our results of operation. It may also be a challenge for us to service our interest and principal repayments in a timely manner or at all, which could trigger cross-defaults with other debt, as applicable, as well as limit our ability to obtain further debt financing.

Failure to comply with the terms of our indebtedness or enforcement of our obligations under any guarantee or other similar arrangement could have an adverse effect on our cash flow and liquidity.

As of December 31, 2022, we had long-term debt obligations of RMB31.1 billion (US\$4.5 billion). Under the terms of our indebtedness and under any debt financing arrangement that we may enter into in the future, we are, and may be in the future, subject to covenants that could, among other things, restrict our business and operations. If we breach any of these covenants, our lenders under our credit facilities and holders of our unsecured senior notes will be entitled to accelerate our debt obligations. Any default under our credit facilities or unsecured senior notes could require that we repay these debts prior to maturity as well as limit our ability to obtain additional financing, which in turn may have a material adverse effect on our cash flow and liquidity. In addition, enforcement against us under any guarantee and other similar arrangements we may enter into in the future could materially and adversely affect our cash flow and liquidity.

Changes affecting the availability of the London Inter-bank Offered Rate (LIBOR) may have consequences for us that cannot yet be reasonably predicted.

We have outstanding debt with variable interest rates based on LIBOR. In December 2017, we entered into a five-year US\$1.0 billion term and revolving credit facility with a group of 24 arrangers. This credit facility was priced at 115 basis points over LIBOR. The outstanding amounts drawn under the facility were repaid in April 2022. In December 2021, we entered into a five-year US\$2.0 billion unsecured term and revolving loan facility with five lead arrangers. The term and revolving loans under this loan facility were initially priced at 85 basis points over LIBOR and then amended to the Secured Overnight Financing Rate (SOFR) in September 2022. As of the date of this annual report, US\$1.0 billion of this loan facility had been drawn down and outstanding, which is due in 2027.

The LIBOR benchmark has been the subject of national, international and other regulatory guidance and proposals to reform. On July 27, 2017, the United Kingdom's Financial Conduct Authority, which regulates LIBOR, announced that it intends to phase out LIBOR by the end of 2021. On March 5, 2021, the Financial Conduct Authority, and administrator, ICE Benchmark Administration, Limited, announced that the publication of the one-week and two-month USD LIBOR maturities and non-USD LIBOR maturities will cease immediately after December 31, 2021, with the remaining USD LIBOR maturities ceasing immediately after June 30, 2023. The U.S. Federal Reserve, in conjunction with the Alternative Reference Rates Committee, a steering committee comprised of, among other entities, large U.S. financial institutions, is considering replacing U.S. dollar LIBOR with a new index that measures the cost of borrowing cash overnight, backed by U.S. Treasury securities ("SOFR"). SOFR is observed and backward-looking, which stands in contrast with LIBOR under the current methodology, which is an estimated forward-looking rate and relies, to some degree, on the expert judgment of submitting panel members. Whether or not SOFR attains market traction as a LIBOR replacement rate remains in question. Since LIBOR will no longer exist, we may need to renegotiate the applicable interest rates under our existing credit facilities going forward. In addition, any changes to benchmark rates may have an uncertain impact on our cost of funds and our access to the capital markets, which could impact our results of operations and cash flows. Uncertainty as to the nature of such potential changes may also adversely affect the trading market for our securities.

Fluctuation of items that are non-recurring in nature and fluctuation of fair value change of the wealth management products we invested in have affected our results of operations in the past and may continue to affect our results of operations in the future.

The fluctuation of items that are non-recurring in nature, primarily gains on sale of development properties and others, net, significantly affected our results of operations during 2020, 2021 and 2022. We recorded a gain of RMB1,649 million, RMB767 million and RMB1,379 million (US\$200 million) in 2020, 2021 and 2022, respectively, for selling certain of our development properties. Others, net are other non-operating income/(loss), primarily consist of gains/(losses) from fair value change of long-term investments, gains/(losses) from business and investment disposals, impairment of investments, government incentives, interest income and foreign exchange gains/(losses). For others, net, we recorded an income of RMB35.3 billion, a loss of RMB0.6 billion and a loss of RMB1.6 billion (US\$0.2 billion) in 2020, 2021 and 2022, respectively. We identify these items as non-recurring in nature as they are not indicative of our core operating results and business outlook. We cannot assure you that we will be able to continue to generate net profits and maintain profitability in the future after excluding the impact of such non-recurring items. The significant fluctuation of these non-recurring items may continue to affect our results of operations and result in fluctuation of net income/(loss) in the future.

During 2020, 2021 and 2022, we made investments in wealth management products and recorded a fair value of wealth management products of RMB24.3 billion, RMB77.0 billion and RMB74.1 billion (US\$10.7 billion) as of December 31, 2020, 2021 and 2022, respectively. For the years ended December 31, 2020, 2021 and 2022, gross unrealized gains of RMB0.01 million, RMB474.0 million and RMB373.2 million (US\$54.1 million) were recorded on wealth management products, respectively. No impairment charges were recorded for the years ended December 31, 2020, 2021 and 2022, respectively. Those wealth management products were certain deposits with variable interest rates or principal not-guaranteed with certain financial institutions, and usually have maturities of less than one year. We are exposed to credit risk in relation to our investments in wealth management products, which may adversely affect our net changes in their fair value. We cannot assure you that market conditions and regulatory environment will create fair value gains and we will not incur any fair value losses on our investments in wealth management products at fair value through profit or loss in the future. If we incur such fair value losses, our results of operations, financial condition and prospects may be adversely affected.

Our revenues and financial results may be adversely affected by any economic slowdown in China as well as globally.

The success of our business ultimately depends on consumer spending. We derive substantially all of our revenues from China. As a result, our revenues and financial results are impacted to a significant extent by economic conditions in China and globally, as well as economic conditions specific to online retail. The global macroeconomic environment is facing numerous challenges. The growth rate of the Chinese economy has gradually slowed since 2010 and the trend may continue in the foreseeable future, especially in light of the COVID-19 global pandemic. See "—We face risks related to natural disasters, health epidemics and other outbreaks, such as the outbreak of COVID-19, which could significantly disrupt our operations." Any slowdown could significantly reduce domestic commerce in China, including through the internet generally and through us. In addition, there is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China. The conflict in Ukraine and the imposition of broad economic sanctions on Russia could raise energy prices and disrupt global markets. Unrest, terrorist threats and the potential for war in the Middle East and elsewhere may increase market volatility across the globe. There have also been concerns about the relationship between China and other countries, including the surrounding Asian countries, which may potentially have economic effects. In particular, there is significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations and tariffs. Economic conditions in China are sensitive to global economic conditions, as well as changes in domestic economic and political policies and the expected or perceived overall economic growth rate in China. Any severe or prolonged slowdown in the global or Chinese economy may materially and adversely affect our business, results of operations and financial condition.

We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position.

We regard our trademarks, copyrights, patents, domain names, know-how, proprietary technologies, and similar intellectual property as critical to our success, and we rely on a combination of intellectual property laws and contractual arrangements, including confidentiality, invention assignment and non-compete agreements with our employees and others, to protect our proprietary rights. Although we are not aware of any copycat websites that attempt to cause confusion or diversion of traffic from us at the moment, we may become an attractive target to such attacks in the future because of our brand recognition in the online retail industry in China. Despite these measures, any of our intellectual property rights could be challenged, invalidated, circumvented or misappropriated, or such intellectual property may not be sufficient to provide us with competitive advantages. In addition, there can be no assurance that our patent applications will be approved, that any issued patents will adequately protect our intellectual property, or that such patents will not be challenged by third parties or found by a judicial authority to be invalid or unenforceable. Further, because of the rapid pace of technological change in our industry, parts of our business rely on technologies developed or licensed by third parties, and we may not be able to obtain or continue to obtain licenses and technologies from these third parties at all or on reasonable terms.

It is often difficult to register, maintain and enforce intellectual property rights in China. Statutory laws and regulations are subject to judicial interpretation and enforcement and may not be applied consistently due to the lack of clear guidance on statutory interpretation. Confidentiality, invention assignment and non-compete agreements may be breached by counterparties, and there may not be adequate remedies available to us for any such breach. Accordingly, we may not be able to effectively protect our intellectual property rights or to enforce our contractual rights in China. Policing any unauthorized use of our intellectual property is difficult and costly and the steps we take may be inadequate to prevent the infringement or misappropriation of our intellectual property. In the event that we resort to litigation to enforce our intellectual property rights, such litigation could result in substantial costs and a diversion of our managerial and financial resources, and could put our intellectual property at risk of being invalidated or narrowed in scope. We can provide no assurance that we will prevail in such litigation, and even if we do prevail, we may not obtain a meaningful recovery. In addition, our trade secrets may be leaked or otherwise become available to, or be independently discovered by, our competitors. Any failure in maintaining, protecting or enforcing our intellectual property rights could have a material adverse effect on our business, financial condition and results of operations.

We may be subject to intellectual property infringement claims, which may be expensive to defend and may disrupt our business and operations.

We cannot be certain that our operations or any aspects of our business do not or will not infringe upon or otherwise violate patents, copyrights or other intellectual property rights held by third parties. We have been, and from time to time in the future may be, subject to legal proceedings and claims relating to the intellectual property rights of others. In addition, there may be other third-party intellectual property that is infringed by our products or services, the products or services provided by third-party merchants on our marketplace, or other aspects of our business. There could also be existing patents of which we are not aware that our products may inadvertently infringe. We cannot assure you that holders of patents purportedly relating to some aspect of our technology platform or business, if any such holders exist, would not seek to enforce such patents against us in China, the United States or any other jurisdictions. Further, the application and interpretation of China's patent laws and the procedures and standards for granting patents in China are still evolving and are uncertain, and we cannot assure you that PRC courts or regulatory authorities would agree with our analysis. If we are found to have violated the intellectual property rights of others, we may be subject to liability for our infringement activities or may be prohibited from using such intellectual property, and we may incur licensing fees or be forced to develop alternatives of our own. In addition, we may incur significant expenses, and may be forced to divert management's time and other resources from our business and operations to defend against these third-party infringement claims, regardless of their merits. Successful infringement or licensing claims made against us may result in significant monetary liabilities and may materially disrupt our business and operations by restricting or prohibiting our use of the intellectual property in question. Finally, we use open source software in connection with our products and services. Companies that incorporate open source software into their products and services have, from time to time, faced claims challenging the ownership of open source software and compliance with open source license terms. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open source software or noncompliance with open source licensing terms. Some open source software licenses require users who distribute open source software as part of their software to publicly disclose all or part of the source code to such software and make available any derivative works of the open source code on unfavorable terms or at no cost. Any requirement to disclose our source code or pay damages for breach of contract could be harmful to our business, results of operations and financial condition.

We have limited insurance coverage, which could expose us to significant costs and business disruption.

We maintain various insurance policies to safeguard against risks and unexpected events. We have purchased all risk property insurance covering our inventory and fixed assets such as equipment, furniture and office facilities. We maintain public liability insurance for our business activities at 95 locations. We also provide social security insurance including pension insurance, unemployment insurance, work-related injury insurance, maternity insurance and medical insurance for our employees. Additionally, we provide group accident insurance for all employees and supplementary medical insurance for all management and technology and other professional personnel. However, insurance companies in China currently offer limited business-related insurance products. We do not maintain business interruption insurance or product liability insurance other than in connection with the fixed business premises of our 7FRESH business, nor do we maintain key-man insurance. We cannot assure you that our insurance coverage is sufficient to prevent us from any loss or that we will be able to successfully claim our losses under our current insurance policy on a timely basis, or at all. If we incur any loss that is not covered by our insurance policies, or the compensated amount is significantly less than our actual loss, our business, financial condition and results of operations could be materially and adversely affected.

Our chairman, Mr. Richard Qiangdong Liu, has considerable influence over important corporate matters. Our dual-class voting structure will limit your ability to influence corporate matters and could discourage others from pursuing any change of control transactions that holders of our Class A ordinary shares and/or our ADSs may view as beneficial.

Our company is controlled through a dual class voting structure. Our chairman, Mr. Richard Qiangdong Liu, has considerable influence over important corporate matters. Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares are entitled to one vote per share in respect of matters requiring the votes of shareholders, while holders of Class B ordinary shares are entitled to twenty votes per share, subject to certain exceptions. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon any direct or indirect transfer of Class B ordinary shares or associated voting power by a holder thereof to any person or entity which is not an affiliate of such holder, such Class B ordinary shares will be automatically and immediately converted into the equal number of Class A ordinary shares. Due to the disparate voting powers associated with our two classes of ordinary shares, as of February 28, 2023, Mr. Liu beneficially owned 73.9% of the aggregate voting power of our company, including 3.5% of the aggregate voting power of our company that he may exercise on behalf of Fortune Rising Holdings Limited. Mr. Liu is the sole shareholder and the sole director of Fortune Rising Holdings Limited. Fortune Rising Holdings Limited holds 18,367,300 Class B ordinary shares, representing 3.5% of the aggregate voting power of our company, for the purpose of transferring such shares to the plan participants according to our awards under our Share Incentive Plan, and administers the awards and acts according to our instruction. Fortune Rising Holdings Limited can exercise the 3.5% of the aggregate voting power of our company following our instruction. Mr. Liu, as the representative of Fortune Rising Holdings Limited, can exercise this 3.5% of the aggregate voting power of our company on behalf of Fortune Rising Holdings Limited. See “Item 6.E. Directors, Senior Management and Employees—Share Ownership.” As a result, Mr. Liu has considerable influence over matters such as electing directors and approving material mergers, acquisitions or other business combination transactions. This concentrated control will limit your ability to influence corporate matters and could also discourage others from pursuing any potential merger, takeover or other change of control transactions, which could have the effect of depriving the holders of our Class A ordinary shares and our ADSs of the opportunity to sell their shares at a premium over the prevailing market price.

The current tensions in international trade policies and rising political tensions, particularly between the United States and China, may adversely impact our business and operating results.

The U.S. government has made statements and taken certain actions that may lead to changes in U.S. and international trade policies towards China. In January 2020, the “Phase One” agreement was signed between the United States and China on trade matters, which expired in December 2021. It remains unclear what additional actions, if any, will be taken by the U.S. or other governments with respect to international trade agreements, the imposition of tariffs on goods imported into the United States, tax policy related to international commerce, or other trade matters. While cross-border business may not be an area of focus for us, any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our products and services, impact the competitive position of our products or prevent us from selling products in certain countries. If any new tariffs, legislation and/or regulations are implemented, or if existing trade agreements are renegotiated or, in particular, if the U.S. government takes retaliatory trade actions due to recent U.S.-China trade tensions, such changes could have an adverse effect on our business, financial condition and results of operations.

In addition, we have been closely monitoring domestic policies in the United States designed to restrict certain Chinese companies from supplying or operating in the U.S. market. These policies include the Clean Network project initiated by the U.S. Department of State in August 2020, new authorities granted to the Department of Commerce to prohibit or restrict the use of information and communications technology and services, or ICTS, and Executive Order on Protecting America’s Sensitive Data from Foreign Adversaries published in June 2021. While a substantial majority of our business is conducted in China, policies like these may deter U.S. users from accessing and/or using our apps, products and services, which could adversely impact our user experience and reputation.

Likewise, we are monitoring policies in the United States that are aimed at restricting U.S. persons from investing in or supplying certain Chinese companies and/or imposing sanctions on Chinese entities. The United States and various foreign governments have imposed controls, license requirements and restrictions on the import or export of technologies and products (or voiced the intention to do so). For instance, in October 2022, the U.S. Department of Commerce's Bureau of Industry and Security issued rules aimed at restricting China's ability to obtain advanced computing chips, develop and maintain supercomputers, and manufacture advanced semiconductors. In addition, the U.S. government may potentially impose a ban prohibiting U.S. persons from making investments in or engaging in transactions with companies in certain countries, including China. Measures such as these could deter suppliers in the United States and/or other countries that impose sanctions, export controls and other restrictions from providing technologies and products to, making investments in, or otherwise engaging in transactions with Chinese companies. As a result, Chinese companies would have to identify and secure alternative supplies or sources of financing, while they may not be able to do so in a timely manner and at commercially acceptable terms, or at all. In addition, Chinese companies may have to limit and reduce their research and development and other business activities, or cease conducting transactions with parties, in the United States and other countries that impose export controls or other restrictions. Like other Chinese companies, we may be affected by such sanctions, export controls or other restrictions, and we may also be exposed to risks in dealing with business partners that are subject to sanctions, export controls or other restrictions. As a result, we could be required to incur additional costs to comply with these complicated regulations and measures and could face penalties for any violation, even inadvertent, which could adversely affect our business, financial condition and results of operations.

Disruptions in the financial markets and economic conditions could affect our ability to raise capital.

Global economies could suffer dramatic downturns as the result of a deterioration in the credit markets and related financial crisis as well as a variety of other factors including, extreme volatility in security prices, severely diminished liquidity and credit availability, ratings downgrades of certain investments and declining valuations of others. For example, the current COVID-19 pandemic has caused significant volatility in financial markets across the world. In the past, governments have taken unprecedented actions in an attempt to address and rectify these extreme market and economic conditions by providing liquidity and stability to the financial markets. If these actions are not successful, the return of adverse economic conditions may cause a significant impact on our ability to raise capital, if needed, on a timely basis and on acceptable terms or at all.

We may be the subject of anti-competitive, harassing, or other detrimental conduct by third parties including complaints to regulatory agencies, negative blog postings, and the public dissemination of malicious assessments of our business that could harm our reputation and cause us to lose market share, customers and revenues and adversely affect the price of our Class A ordinary shares and/or ADSs.

We may be the target of anti-competitive, harassing, or other detrimental conduct by third parties. Such conduct includes complaints, anonymous or otherwise, to regulatory agencies. Our brand name and our business may be harmed by aggressive marketing and communications strategies of our competitors. We may be subject to government or regulatory investigation as a result of such third-party conduct and may be required to expend significant time and incur substantial costs to address such third-party conduct, and there is no assurance that we will be able to conclusively refute each of the allegations within a reasonable period of time, or at all. Additionally, allegations, directly or indirectly against us, may be posted in internet chat-rooms or on blogs or websites by anyone, whether or not related to us, on an anonymous basis. Consumers value readily available information concerning retailers, manufacturers, and their goods and services and often act on such information without further investigation or authentication and without regard to its accuracy. The availability of information on social media platforms and devices is virtually immediate, as is its impact. Social media platforms and devices immediately publish the content their subscribers and participants post, often without filters or checks on the accuracy of the content posted. Information posted may be inaccurate and adverse to us, and it may harm our financial performance, prospects or business. The harm may be immediate without affording us an opportunity for redress or correction. Our reputation may be negatively affected as a result of the public dissemination of anonymous allegations or malicious statements about our business, which in turn may cause us to lose market share, customers and revenues and adversely affect the price of our Class A ordinary shares and/or ADSs.

We face risks related to natural disasters, health epidemics and other outbreaks, such as the outbreak of COVID-19, which could significantly disrupt our operations.

Our business could be adversely affected by the effects of epidemics, including COVID-19, avian influenza, severe acute respiratory syndrome, (SARS), influenza A (H1N1), Ebola or another epidemic. Any such occurrences could cause severe disruption to our daily operations, including our fulfillment infrastructure and our customer service centers, and may even require a temporary closure of our facilities. In recent years, there have been outbreaks of epidemics in China and globally. The COVID-19 has also resulted in temporary closure of many corporate offices, retail stores, manufacturing facilities and factories across China. We have taken a series of measures in response to the outbreak, including, among others, remote working arrangements for some of our employees and temporarily allowing the government to utilize our fulfillment infrastructure and logistics services for crisis relief. These measures could reduce the capacity and efficiency of our operations and negatively impact the procurement of products, which in turn could negatively affect our results of operations. Since the second half of 2020, many of the quarantine measures within China have been relaxed, and we have resumed normal operations. After the initial outbreak of the COVID-19, some instances of COVID-19 infections have emerged in various regions of China from time to time, including the infections caused by the Omicron variants since early 2022. As China began to adjusted its COVID-19 prevention and control measures at the end of 2022, most of the travel restrictions and quarantine requirements were lifted in December 2022. There were surges of cases in many cities during this time and early 2023 which caused disruption to our and our suppliers' operations.

The extent to which COVID-19 impacts our results of operations will depend on the future developments of the outbreak, including new information concerning the global severity of and actions taken to contain the outbreak, which are highly uncertain and unpredictable. In addition, our results of operations could be adversely affected to the extent that the outbreak harms the Chinese economy in general. To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this annual report, such as those relating to our level of indebtedness, our need to generate sufficient cash flows to service our indebtedness and our ability to comply with the covenants contained in the agreements that govern our indebtedness.

We are also vulnerable to natural disasters and other calamities. If any such disaster were to occur in the future affecting the regions where we have major operations in China, our operations could be materially and adversely affected due to loss of personnel and damages to property, including our inventory and our technology systems. Our operation could also be severely disrupted if our suppliers, customers or business partners were affected by such natural disasters or health epidemics.

If we do not appropriately maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, we may be unable to accurately report our financial results and the market price of our Class A ordinary shares and/or ADSs may be adversely affected.

We are subject to reporting obligations under the U.S. securities laws. The SEC, as required under Section 404 of the Sarbanes-Oxley Act of 2002, adopted rules requiring every public company to include a management report on such company's internal control over financial reporting in its annual report, which contains management's assessment of the effectiveness of the company's internal control over financial reporting. In addition, an independent registered public accounting firm must attest to and report on the effectiveness of the company's internal control over financial reporting. Our management has concluded that our internal control over financial reporting was effective as of December 31, 2022. See "Item 15. Controls and Procedures."

However, if we fail to maintain effective internal control over financial reporting in the future, our management and our independent registered public accounting firm may not be able to conclude that we have effective internal control over financial reporting at a reasonable assurance level. This could in turn result in the loss of investor confidence in the reliability of our financial statements and negatively impact the trading price of our Class A ordinary shares and ADSs. Furthermore, we have incurred and may need to incur additional costs and use additional management and other resources in an effort to comply with Section 404 of the Sarbanes-Oxley Act and other requirements going forward.

The approval of and/or filing with the CSRC or other PRC government authorities may be required in connection with our offshore offerings under PRC law, and, if required, we cannot predict whether or for how long we will be able to obtain such approval or complete such filing.

PRC laws and regulations in relation to overseas issuance and listing of shares have been evolving. On July 6, 2021, the relevant PRC government authorities issued Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies. As a follow-up, on February 17, 2023, the CSRC released the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies and five supporting guidelines, or, collectively, the Trial Measures, which came into effect on March 31, 2023.

The Trial Measures establish a new filing-based regime to regulate overseas offerings of stocks, depository receipts, convertible corporate bond, or other equity securities, and overseas listing of these securities for trading, by domestic companies. According to the Trial Measures, an overseas offering and listing by a domestic company, whether directly or indirectly, shall be filed with the CSRC. According to the Trial Measures, an issuer like us is required to submit the filing with respect to its follow-on offering and other equivalent offering activities, within a specific time frame. The Trial Measures also sets forth certain regulatory red lines for overseas offerings and listings by domestic enterprises and additional reporting obligations for listed companies in the case of material changes. Any failure to perform such filing or reporting procedure would subject us to administrative penalties by the CSRC which could harm our reputation and may adversely affect our results of financial condition. For more details of the Trial Measures, please refer to “Item 4.B. Information on the Company—Business Overview—Regulation—Regulations Relating to Overseas Listing and M&A.”

Furthermore, on February 24, 2023, the CSRC released the Provisions on Strengthening the Confidentiality and Archives Administration Related to the Overseas Securities Offering and Listing by Domestic Enterprises, or, the Confidentiality Provisions, which came into effect on March 31, 2023. Pursuant to the Confidentiality Provisions, any future inspection or investigation conducted by overseas securities regulator or the relevant competent authorities on our PRC domestic companies with respect to our overseas issuance and listing shall be carried out in the manner in compliance with PRC laws and regulations.

In addition, we cannot assure you that any new rules or regulations promulgated in the future will not impose additional requirements on us. If it is determined in the future that approval and filing from the CSRC or other regulatory authorities or other procedures, including the cybersecurity review under the Draft Measures for Internet Data Security, are required for our offshore offerings, it is uncertain whether we can, or how long it will take us to, obtain such approval or complete such filing procedures and any such approval or filing could be rescinded or rejected. Any failure to obtain or delay in obtaining such approval or completing such filing procedures for our offshore offerings, or a rescission of any such approval or filing if obtained by us, would subject us to sanctions by the CSRC or other PRC regulatory authorities for failure to seek CSRC approval or filing or other government authorization for our offshore offerings. Any uncertainties or negative publicity regarding such approval requirement could materially and adversely affect our business, prospects, financial condition, reputation, and the trading price of our listed securities.

The PCAOB had historically been unable to inspect our auditor in relation to their audit work performed for our financial statements and the inability of the PCAOB to conduct inspections of our auditor in the past has deprived our investors with the benefits of such inspections.

Our auditor, the independent registered public accounting firm that issues the audit report included elsewhere in this annual report, as an auditor of companies that are traded publicly in the United States and a firm registered with the PCAOB, is subject to laws in the United States pursuant to which the PCAOB conducts regular inspections to assess its compliance with the applicable professional standards. The auditor is located in China, a jurisdiction where the PCAOB was historically unable to conduct inspections and investigations completely before 2022. As a result, we and investors in our ADSs were deprived of the benefits of such PCAOB inspections. The inability of the PCAOB to conduct inspections of auditors in China in the past has made it more difficult to evaluate the effectiveness of our independent registered public accounting firm’s audit procedures or quality control procedures as compared to auditors outside of China that are subject to the PCAOB inspections. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed the Chinese mainland and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. However, if the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in the Chinese mainland or Hong Kong, and we use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we and investors in our ADSs would be deprived of the benefits of such PCAOB inspections again, which could cause investors and potential investors in our ADSs to lose confidence in the audit procedures and reported financial information and the quality of our financial statements.

Our ADSs may be prohibited from trading in the United States under the HFCAA in the future if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of the ADSs, or the threat of their being delisted, may materially and adversely affect the value of your investment.

Pursuant to the HFCAA, if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspection for the PCAOB for two consecutive years, the SEC will prohibit our shares or ADSs from being traded on a national securities exchange or in the over-the-counter trading market in the United States.

On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in the Chinese mainland and Hong Kong, and our auditor was subject to that determination. In May 2022, the SEC conclusively listed us as a Commission-Identified Issuer under the HFCAA following the filing of our annual report on Form 20-F for the fiscal year ended December 31, 2021. On December 15, 2022, the PCAOB removed the Chinese mainland and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. For this reason, we do not expect to be identified as a Commission-Identified Issuer under the HFCAA after we file this annual report on Form 20-F for the fiscal year ended December 31, 2022.

Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in the Chinese mainland and Hong Kong, among other jurisdictions. If the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in the Chinese mainland and Hong Kong, and we use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. In accordance with the HFCAA, our securities would be prohibited from being traded on a national securities exchange or in the over-the-counter trading market in the United States if we are identified as a Commission-Identified Issuer for two consecutive years in the future. Although our Class A ordinary shares have been listed on the Hong Kong Stock Exchange, and our ADSs and Class A ordinary shares are fully fungible, we cannot assure you that an active trading market for our Class A ordinary shares on the Hong Kong Stock Exchange will be sustained or that the ADSs can be converted and traded with sufficient market recognition and liquidity, if our shares and ADSs are prohibited from trading in the United States. A prohibition of being able to trade in the United States would substantially impair your ability to sell or purchase our ADSs when you wish to do so, and the risk and uncertainty associated with delisting would have a negative impact on the price of our ADSs and Class A ordinary shares. Also, such a prohibition would significantly affect our ability to raise capital on terms acceptable to us, or at all, which would have a material adverse impact on our business, financial condition and prospects.

We are subject to changing law and regulations regarding regulatory matters, corporate governance and public disclosure that have increased both our costs and the risk of non-compliance.

We are subject to rules and regulations by various governing bodies, including, for example, the SEC, which is charged with the protection of investors and the oversight of companies whose securities are publicly traded, and the various regulatory authorities in China and the Cayman Islands, and to new and evolving regulatory measures under applicable law. Our efforts to comply with new and changing laws and regulations have resulted in and are likely to continue to result in, increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities.

Moreover, because these laws, regulations and standards are subject to varying interpretations, their application in practice may evolve over time as new guidance becomes available. This evolution may result in continuing uncertainty regarding compliance matters and additional costs necessitated by ongoing revisions to our disclosure and governance practices. If we fail to address and comply with these regulations and any subsequent changes, we may be subject to penalty and our business may be harmed.

Our international expansion strategy and ability to conduct business in international markets may be adversely affected by legal, regulatory, political and economic risks.

International expansion is a significant component of our growth strategy and may require significant capital investment, which could strain our resources and adversely impact current performance, while adding complexity to our current operations. We are subject to PRC law in addition to the laws of the foreign countries in which we operate. If any of our overseas operations, or our associates or agents, violate such laws, we could become subject to sanctions or other penalties, which could negatively affect our reputation, business and operating results.

In addition, we may face operational issues that could have a material adverse effect on our reputation, business and results of operations, if we fail to address certain factors including, but not limited to, the following:

- difficulties in developing, staffing and simultaneously managing a foreign operation as a result of distance, language and cultural differences;
- challenges in formulating effective local sales and marketing strategies targeting users from various jurisdictions and cultures, who have a diverse range of preferences and demands;
- challenges in identifying appropriate local business partners and establishing and maintaining good working relationships with them;
- dependence on local platforms in marketing our international products and services overseas;
- challenges in selecting suitable geographical regions for international business;
- longer customer payment cycles;
- currency exchange rate fluctuations;
- political or social unrest or economic instability;

- protectionist or national security policies that restrict our ability to invest in or acquire companies; develop, import or export certain technologies, such as the national AI initiative proposed by the U.S. government; or utilize technologies that are deemed by local governmental regulators to pose a threat to their national security;
- compliance with applicable foreign laws and regulations and unexpected changes in laws or regulations, including compliance with privacy laws and data security laws, including the European Union General Data Protection Regulation, or GDPR, and compliance costs across different legal systems;
- differing, complex and potentially adverse customs, import/export laws, tax rules and regulations or other trade barriers or restrictions which may be applicable to transactions conducted through our international and cross-border platforms, related compliance obligations and consequences of non-compliance, and any new developments in these areas; and
- increased costs associated with doing business in foreign jurisdictions.

One or more of these factors could harm our overseas operations and consequently, could harm our overall results of operations.

Risks Related to Our Corporate Structure

If the PRC government determines that the contractual arrangements constituting part of the consolidated variable interest entities structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

Foreign ownership of certain of our businesses including value-added telecommunication services is subject to restrictions under current PRC laws and regulations. For example, foreign investors are not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider (excluding e-commerce, domestic multi-party communications, data collection and transmission services and call centers).

We are a Cayman Islands exempted company and our PRC subsidiaries Jingdong Century, Shanghai Shengdayuan and Xi'an Jingxundi are considered foreign-invested enterprises. Accordingly, none of these PRC subsidiaries is eligible to provide value-added telecommunication services or provide certain other restricted services related to our businesses, such as domestic document delivery services. As a result, we conduct or will conduct such business activities through the consolidated variable interest entities and their subsidiaries in PRC, including Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and Jingbangda. Jingdong 360 holds our ICP license as an internet information provider. Xi'an Jingdong Xincheng primarily provides courier services through Jingbangda and its subsidiaries.

We entered into a series of contractual arrangements with Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and other variable interest entities in China and their respective shareholders, which enable us to:

- receive substantially all of the economic benefits of Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and other variable interest entities in China; and
- have an exclusive option to purchase all or part of the equity interests in Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and other variable interest entities in China when and to the extent permitted by PRC law.

Because of these contractual arrangements, we are the primary beneficiary of Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and other variable interest entities in China and hence consolidate their financial results as the consolidated variable interest entities. For a detailed discussion of these contractual arrangements, see "Item 4.C. Information on the Company—Organizational Structure."

In the opinion of Shihui Partners, our PRC legal counsel, (i) the ownership structures of the consolidated variable interest entities in China and the PRC subsidiaries that have entered into contractual arrangements with the variable interest entities, including Jingdong Century, comply with all existing PRC laws and regulations; and (ii) the contractual arrangements between the PRC subsidiaries, including Jingdong Century, the variable interest entities and their respective shareholders governed by PRC law are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect.

However, we are a Cayman Islands holding company with no equity ownership in the consolidated variable interest entities and we conduct certain of our operations in China through the consolidated variable interest entities with which we have maintained contractual arrangements. Investors in our ADSs or Class A ordinary shares thus are not purchasing equity interest in the consolidated variable interest entities in China but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government determines that the contractual arrangements with constituting part of the consolidated variable interest entities structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. We may not be able to repay the notes and other indebtedness, and the securities we are registering may decline in value or become worthless, if the determinations, changes, or interpretations result in our inability to assert contractual control over the assets of the consolidated variable interest entities. Our holding company in the Cayman Islands, the consolidated variable interest entities, and investors of our company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the consolidated variable interest entities and, consequently, significantly affect the financial performance of the consolidated variable interest entities and our company as a group.

Our PRC legal counsel has also advised us that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules; accordingly, the PRC regulatory authorities may take a view that is contrary to the opinion of our PRC legal counsel. It is uncertain whether any other new PRC laws or regulations relating to variable interest entity structures will be adopted or if adopted, what they would provide. If we or any of the consolidated variable interest entities are found to be in violation of any existing or future PRC laws or regulations, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures, including:

- revoking the business licenses of such entities;
- discontinuing or restricting the conduct of any transactions between certain of our PRC subsidiaries and variable interest entities;
- imposing fines, confiscating the income from the consolidated variable interest entities, or imposing other requirements with which we or the consolidated variable interest entities may not be able to comply;
- requiring us to restructure our ownership structure or operations, including terminating the contractual arrangements with the consolidated variable interest entities and deregistering the equity pledges of the consolidated variable interest entities, which in turn would affect our ability to consolidate or derive economic interests from the consolidated variable interest entities; or
- restricting or prohibiting our use of the proceeds of any of our financing outside China to finance our business and operations in China.

The imposition of any of these penalties would result in a material and adverse effect on our ability to conduct our business. In addition, it is unclear what impact the PRC government actions would have on us and on our ability to consolidate the financial results of the consolidated variable interest entities in our consolidated financial statements, if the PRC government authorities were to find our legal structure and contractual arrangements to be in violation of PRC laws and regulations. If the imposition of any of these government actions causes us to lose our right to direct the activities of the consolidated variable interest entities or our right to receive substantially all the economic benefits and residual returns from the consolidated variable interest entities and we are not able to restructure our ownership structure and operations in a satisfactory manner, we would no longer be able to consolidate the financial results of the consolidated variable interest entities in our consolidated financial statements. Either of these results, or any other significant penalties that might be imposed on us in this event, would have a material adverse effect on our financial condition and results of operations.

Although we believe we, our PRC subsidiaries and the consolidated variable interest entities comply with current PRC laws and regulations, we cannot assure you that the PRC government would agree that our contractual arrangements comply with PRC licensing, registration or other regulatory requirements, with existing policies or with requirements or policies that may be adopted in the future. The PRC government has broad discretion in determining rectifiable or punitive measures for non-compliance with or violations of PRC laws and regulations. If the PRC government determines that we or the consolidated variable interest entities do not comply with applicable law, it could revoke the consolidated variable interest entities' business and operating licenses, require the consolidated variable interest entities to discontinue or restrict the consolidated variable interest entities' operations, restrict the consolidated variable interest entities' right to collect revenues, block the consolidated variable interest entities' websites, require the consolidated variable interest entities to restructure our operations, impose additional conditions or requirements with which the consolidated variable interest entities may not be able to comply, impose restrictions on the consolidated variable interest entities' business operations or on their customers, or take other regulatory or enforcement actions against the consolidated variable interest entities that could be harmful to their business. Any of these or similar occurrences could significantly disrupt our or the consolidated variable interest entities' business operations or restrict the consolidated variable interest entities from conducting a substantial portion of their business operations, which could materially and adversely affect the consolidated variable interest entities' business, financial condition and results of operations. If any of these occurrences results in our inability to direct the activities of any of the consolidated variable interest entities that most significantly impact its economic performance, and/or our failure to receive the economic benefits from any of the consolidated variable interest entities, we may not be able to consolidate these entities in our consolidated financial statements in accordance with U.S. GAAP.

We rely on contractual arrangements with the consolidated variable interest entities and their owners for a portion of our business operations, which may not be as effective as direct ownership in providing operational control.

We have relied and expect to continue to rely on contractual arrangements with Jingdong 360 and its shareholders to hold our ICP license as an internet information provider, contractual arrangements with Jiangsu Yuanzhou and its shareholders to conduct the distribution of books and audio and video products and contractual arrangements with other variable interest entities for the relevant restricted businesses. For a description of these contractual arrangements, see “Item 4.C. Information on the Company—Organizational Structure.” These contractual arrangements may not be as effective as direct ownership in providing us with control over the consolidated variable interest entities.

If we had direct ownership of the consolidated variable interest entities, we would be able to exercise our rights as a shareholder to effect changes in the board of directors of those entities, which in turn could effect changes, subject to any applicable fiduciary obligations, at the management level. However, under the current contractual arrangements, we rely on the performance by the consolidated variable interest entities and their respective shareholders of their obligations under the contracts to exercise control over the consolidated variable interest entities. However, the shareholders of the consolidated variable interest entities may not act in the best interests of our company or may not perform their obligations under these contracts. Such risks exist throughout the period in which we intend to operate our business through the contractual arrangements with the consolidated variable interest entities. We may replace the shareholders of the consolidated variable interest entities at any time pursuant to our contractual arrangements with them and their shareholders. However, if any dispute relating to these contracts remains unresolved, we will have to enforce our rights under these contracts through the operations of PRC law and courts and therefore will be subject to uncertainties in the PRC legal system. See “—Any failure by the consolidated variable interest entities or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.” Therefore, our contractual arrangements with the consolidated variable interest entities may not be as effective in ensuring our control over the relevant portion of our business operations as direct ownership would be.

Any failure by the consolidated variable interest entities or their shareholders to perform their obligations under our contractual arrangements with them would have a material and adverse effect on our business.

If the consolidated variable interest entities or their shareholders fail to perform their respective obligations under the contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements. We may also have to rely on legal remedies under PRC law, including seeking specific performance or injunctive relief, and claiming damages, which we cannot assure you will be effective. For example, if the shareholders of the consolidated variable interest entities were to refuse to transfer their equity interest in the variable interest entities to us or our designee when we exercise the purchase option pursuant to these contractual arrangements, or if they were otherwise to act in bad faith toward us, we may have to take legal actions to compel them to perform their contractual obligations.

All the agreements under our contractual arrangements are governed by PRC law and provide for the resolution of disputes through arbitration in China. Accordingly, these contracts would be interpreted in accordance with PRC law and any disputes would be resolved in accordance with PRC legal procedures. See “—Risks Related to Doing Business in China—Uncertainties with respect to the legal system in the Chinese mainland could adversely affect us.” Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a variable interest entity should be interpreted or enforced under PRC law, and as a result it may be difficult to predict how an arbitration panel would view such contractual arrangements. As a result, uncertainties in the PRC legal system could limit our ability to enforce these contractual arrangements. Additionally, under PRC law, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in PRC courts through arbitration award recognition proceedings, which would require additional expenses and delay.

The consolidated variable interest entities, including their subsidiaries, hold our necessary licenses and permits, including ICP licenses, Courier Service Operation Permits and Practicing License for Medical Institutions, and conduct our sales of books and audio and video products (including publication of e-books and online audio and video products). In the event we are unable to enforce our contractual arrangements, our ability to conduct these businesses may be negatively affected. We generate the majority of our revenues from products and services that are offered to customers through our mobile apps and websites and any interruption in our ability to use our mobile apps and websites may have a material and adverse effect on our financial condition and results of operations.

The shareholders of the consolidated variable interest entities may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.

Mr. Richard Qiangdong Liu, Ms. Yayun Li and Ms. Pang Zhang are the shareholders of Suqian Juhe. Mr. Qin Miao, Ms. Yayun Li and Ms. Pang Zhang are the shareholders of the other significant consolidated variable interest entities. Mr. Richard Qiangdong Liu is our chairman of board of directors, Mr. Qin Miao is a vice president of our company, Ms. Yayun Li is chief executive officer of JD Technology, a significant investee of our company, and Ms. Pang Zhang is our chief human resources officer.

The shareholders of the consolidated variable interest entities may have potential conflicts of interest with us. These shareholders may breach, or cause the consolidated variable interest entities to breach, or refuse to renew, the existing contractual arrangements we have with them and the consolidated variable interest entities, which would have a material and adverse effect on our ability to effectively control the consolidated variable interest entities and receive substantially all the economic benefits from them. For example, the shareholders may be able to cause our agreements with the consolidated variable interest entities to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company. We rely on Mr. Liu to abide by the laws of the Cayman Islands and China, which provide that directors owe a fiduciary duty to the company that requires them to act in good faith and in what they believe to be the best interests of the company and not to use their position for personal gains. If we cannot resolve any conflict of interest or dispute between us and the shareholders of the consolidated variable interest entities, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.

We are a holding company, and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries like Jingdong Century for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. If these subsidiaries incur debt on their own behalf in the future, the instruments governing the debt may restrict their ability to pay dividends or make other distributions to us. In addition, the PRC tax authorities may require Jingdong Century or any other relevant PRC subsidiary to adjust its taxable income under the contractual arrangements it currently has in place with the consolidated variable interest entities in a manner that would materially and adversely affect its ability to pay dividends and other distributions to us. See “—Contractual arrangements in relation to the consolidated variable interest entities may be subject to scrutiny by the PRC tax authorities and they may determine that we or the variable interest entities owe additional taxes, which could negatively affect our financial condition and the value of your investment.”

Under PRC laws and regulations, our wholly foreign-owned subsidiaries in the Chinese mainland may pay dividends only out of their respective accumulated profits as determined in accordance with PRC accounting standards and regulations. In addition, a PRC enterprise is required to set aside at least 10% of its accumulated after-tax profits each year, if any, to fund certain statutory reserve fund, until the aggregate amount of such fund reaches 50% of its registered capital.

Any limitation on the ability of our PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. The funds in our PRC subsidiaries or the consolidated variable interest entities in the Chinese mainland may not be available to fund operations or for other use outside of the Chinese mainland due to interventions in, or the imposition of restrictions and limitations on, the ability of our holding company, our subsidiaries, or the consolidated variable interest entities by the PRC government on cash transfers. Although currently there are not equivalent or similar restrictions or limitations in Hong Kong on cash transfers in, or out of, our Hong Kong entities, if certain restrictions or limitations in the Chinese mainland were to become applicable to cash transfers in and out of Hong Kong entities in the future, the funds in our Hong Kong entities, likewise, may not be available to fund operations or for other use outside of Hong Kong. See also “—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.”

PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from making loans to our PRC subsidiaries and the consolidated variable interest entities or making additional capital contributions to our wholly foreign-owned subsidiaries in the Chinese mainland, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

We are an offshore holding company conducting our operations in the Chinese mainland through our PRC subsidiaries and the consolidated variable interest entities. We may make loans to our PRC subsidiaries and the consolidated variable interest entities subject to the approval from governmental authorities and limitation of amount, or we may make additional capital contributions to our wholly foreign-owned subsidiaries in the Chinese mainland.

Any loans to our wholly foreign-owned subsidiaries in the Chinese mainland, which are treated as foreign-invested enterprises under PRC law, are subject to PRC regulations and foreign exchange loan registrations. For example, loans by us to our wholly foreign-owned subsidiaries in the Chinese mainland to finance their activities cannot exceed statutory limits, i.e., the difference between its total amount of investment and its registered capital, or certain amount calculated based on elements including capital or net assets, the cross-border financing leverage ratio and the macro prudential coefficient (“Macro-prudential Management Mode”) under relevant PRC laws and the loans must be registered with the local counterpart of the State Administration of Foreign Exchange, or SAFE, or filed with SAFE in its information system. We may also provide loans to the consolidated variable interest entities or other domestic PRC entities under the Macro-prudential Management Mode. According to the Circular of the People’s Bank of China and the State Administration of Foreign Exchange on Adjusting the Macro-prudent Adjustment Parameter for Cross-border Financing issued on January 7, 2021, the limit for the total amount of foreign debt under the Macro-prudential Management Mode is adjusted to two point five times of their respective net assets.

Moreover, any medium or long-term loan to be provided by us to the consolidated variable interest entities or other domestic PRC entities must also be registered with the NDRC.

We may also decide to finance our wholly foreign-owned subsidiaries in the Chinese mainland by means of capital contributions. These capital contributions shall go through record-filing procedures from competent administration for market regulation. SAFE issued the Circular on the Management Concerning the Reform of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which took effect on June 1, 2015. SAFE Circular 19 allows for the use of RMB converted from the foreign currency-denominated capital for equity investments in the PRC provided that such usage shall fall into the scope of business of the foreign-invested enterprise, which will be regarded as the reinvestment of foreign-invested enterprise. In addition, SAFE promulgated the Circular Regarding Further Promotion of the Facilitation of Cross-Border Trade and Investment on October 23, 2019, or SAFE Circular 28, pursuant to which all foreign-invested enterprises can make equity investments in the PRC with their capital funds in accordance with the law. The Circular Regarding Further Optimizing the Cross-border RMB Policy to Support the Stabilization of Foreign Trade and Foreign Investment jointly promulgated by the PBOC, NDRC, the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission of the State Council, the China Banking and Insurance Regulatory Commission and SAFE on December 31, 2020 and effective on February 4, 2021 allows the non-investment foreign-invested enterprises to make domestic reinvestment with RMB capital in accordance with the law on the premise that they comply with prevailing regulations and the invested projects in China are authentic and compliant. In addition, if a foreign-invested enterprise uses RMB income under capital accounts to conduct domestic reinvestment, the invested enterprise is not required to open a special deposit account for RMB capital.

Due to the restrictions imposed on loans in foreign currencies extended to any PRC domestic companies, we may not be able to make such loans to the subsidiaries of our wholly foreign-owned subsidiaries in the Chinese mainland and the consolidated variable interest entities in the Chinese mainland. Meanwhile, we may not be able to finance the activities of the consolidated variable interest entities by means of capital contributions given the restrictions on foreign investment in the businesses that are currently conducted by the consolidated variable interest entities.

In light of the various requirements imposed by PRC regulations on loans to and direct investment in PRC entities by offshore holding companies, we cannot assure you that we will be able to complete the necessary government registrations or record-filings on a timely basis, if at all, with respect to future loans to our PRC subsidiaries or any consolidated variable interest entity or future capital contributions by us to our wholly foreign-owned subsidiaries in the Chinese mainland. As a result, uncertainties exist as to our ability to provide prompt financial support to our PRC subsidiaries or consolidated variable interest entities when needed. If we fail to complete such registrations or record-filings, our ability to use foreign currency, including the proceeds we received from our initial public offering, and to capitalize or otherwise fund our PRC operations may be negatively affected, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

Contractual arrangements in relation to the consolidated variable interest entities may be subject to scrutiny by the PRC tax authorities and they may determine that we or the variable interest entities owe additional taxes, which could negatively affect our financial condition and the value of your investment.

Under applicable PRC laws and regulations, transactions among related parties may be subject to audit or challenge by the PRC tax authorities. If the PRC tax authorities deem the transactions between the PRC subsidiaries and the consolidated variable interest entities in China, and their respective shareholders were not entered into on an arm's-length basis and resulted in deferral or underpayment in taxes, they are entitled to make special tax adjustments which might result in the increase of the variable interest entities' tax liabilities. If the tax authorities conduct special tax adjustments, they might impose interest charges for the underpaid taxes. Our financial position could be adversely affected if the consolidated variable interest entities' tax liabilities increase or if they are required to pay interest charge.

Our current corporate structure and business operations may be affected by the PRC Foreign Investment Law.

On March 15, 2019, the National People's Congress promulgated the PRC Foreign Investment Law or the FIL, which has become effective on January 1, 2020 and replaced the outgoing laws regulating foreign investment in China, namely, the PRC Equity Joint Venture Law, the PRC Cooperative Joint Venture Law and the Wholly Foreign-owned Enterprise Law, as well their implementation rules and ancillary regulations, or the Outgoing FIE Laws. See "Item 4.B. Information on the Company—Business Overview—Regulation—Regulation on Foreign Investment."

Meanwhile, the Implementation Rules to the FIL came into effect as of January 1, 2020, which clarified and elaborated the relevant provisions of the FIL. However, uncertainties still exist in relation to interpretation and implementation of the FIL, especially in regard to, including, among other things, the nature of variable interest entities contractual arrangements and specific rules regulating the organization form of foreign-invested enterprises within the five-year transition period. While FIL does not define contractual arrangements as a form of foreign investment explicitly, it has a catch-all provision under definition of "foreign investment" that includes investments made by foreign investors in the PRC through other means as provided by laws, administrative regulations or the State Council, we cannot assure you that future laws and regulations will not provide for contractual arrangements as a form of foreign investment. Therefore, there can be no assurance that our control over the consolidated variable interest entities through contractual arrangements will not be deemed as foreign investment in the future. In the event that any possible implementing regulations of the FIL, any other future laws, administrative regulations or provisions deem contractual arrangements as a way of foreign investment, or if any of our operations through contractual arrangements is classified in the "restricted" or "prohibited" industry in the future "negative list" under the FIL, our contractual arrangements may be deemed as invalid and illegal, and we may be required to unwind the variable interest entity contractual arrangements and/or dispose of any affected business. Also, if future laws, administrative regulations or provisions mandate further actions to be taken with respect to existing contractual arrangements, we may face substantial uncertainties as to whether we can complete such actions in a timely manner, or at all. Furthermore, under the FIL, foreign investors or the foreign investment enterprise should be imposed legal liabilities for failing to report investment information in accordance with the requirements. In addition, the FIL provides that foreign invested enterprises established according to the existing laws regulating foreign investment may maintain their structure and corporate governance within a five-year transition period, which means that we may be required to adjust the structure and corporate governance of certain of our PRC subsidiaries in such transition period. Failure to take timely and appropriate measures to cope with any of these or similar regulatory compliance challenges could materially and adversely affect our current corporate structure, corporate governance, financial condition and business operations.

Risks Related to Doing Business in China

Changes in China's or global economic, political or social conditions or government policies could have a material and adverse effect on our business and operations.

Substantially all of our operations are located in China. Accordingly, our business, financial condition, results of operations and prospects may be influenced to a significant degree by political, economic and social conditions in China generally and by continued economic growth in China as a whole.

While the Chinese economy has experienced significant growth over the past decades, there can be no assurance that the growth would be maintained or equitable across sectors. The Chinese government has implemented various measures to encourage economic growth and guide the allocation of resources. Some of these measures may benefit the overall Chinese economy, but may not have the same effect on us.

In addition, the global macroeconomic environment is facing challenges. For example, health epidemics have caused significant downward pressure for the global economy. Furthermore, geopolitical tension and conflicts, energy crisis, inflation risk, interest rate increases, instability in the financial system, and the tightening of monetary policy by the U.S. Federal Reserve impose new challenges and uncertainties on the global economy. It is unclear whether these challenges and uncertainties will be contained or resolved, and what effects they may have on the global political and economic conditions in the long term.

Uncertainties with respect to the legal system in the Chinese mainland could adversely affect us.

We conduct our business primarily through our PRC subsidiaries and the consolidated variable interest entities in the Chinese mainland. Our operations in the Chinese mainland are governed by PRC laws and regulations. Our PRC subsidiaries are subject to laws and regulations applicable to foreign investment in the Chinese mainland. The PRC legal system is a civil law system based on written statutes. Unlike the common law system, prior court decisions may be cited for reference but have limited precedential value. The PRC legal system is evolving rapidly, and the interpretation and enforcement of many laws, regulations and rules may involve uncertainties.

From time to time, we may have to resort to administrative and court proceedings to enforce our legal rights. Any administrative and court proceedings in China may be protracted, resulting in substantial costs and diversion of resources and management attention. Since PRC administrative and court authorities have significant discretion in interpreting and implementing statutory and contractual terms, it may be difficult to evaluate the outcome of administrative and court proceedings and the level of legal protection we enjoy. These uncertainties may impede our ability to enforce the contracts we have entered into and could materially and adversely affect our business and results of operations. Furthermore, the PRC legal system is based, in part, on government policies and internal rules, some of which may have retroactive effect. As a result, we may not always be aware of any potential violation of these policies and rules. Such unpredictability towards our contractual, property and procedural rights could adversely affect our business and impede our ability to continue our operations.

PRC government has significant oversight over the conduct of our business and it has recently indicated an intent to exert more oversight over offerings that are conducted overseas and/or foreign investment in China-based issuers. Any such action could significantly limit or completely hinder our ability to offer or continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless.

We are subject to consumer protection laws that could require us to modify our current business practices and incur increased costs.

We are subject to numerous PRC laws and regulations that regulate retailers generally or govern online retailers specifically, such as the Consumer Protection Law. If these regulations were to change or if we, suppliers or third-party merchants on our marketplace were to violate them, the costs of certain products or services could increase, or we could be subject to fines or penalties or suffer reputational harm, which could reduce demand for the products or services offered on our mobile apps and websites and hurt our business and results of operations. For example, the amended Consumer Protection Law, which became effective in March 2014, further strengthens the protection of consumers and imposes more stringent requirements and obligations on business operators, especially on businesses that operate on the internet. Pursuant to the Consumer Protection Law, except for certain types of products, such as custom-made goods, fresh and perishable goods, consumers are generally entitled to return goods purchased within seven days upon receipt without giving any reasons if they purchased the goods over the internet. Consumers whose interests have been damaged due to their purchase of goods or acceptance of services on online marketplace platforms may claim damages from merchants or service providers. Where the operators of an online marketplace platform are unable to provide the real names, addresses and valid contact details of the merchants or service providers, the consumers may also claim damages from the operators of the online marketplace platforms. Operators of online marketplace platforms that know or should have known that merchants or service providers use their platforms to infringe upon the legitimate rights and interests of consumers but fail to take necessary measures must bear joint and several liability with the merchants or service providers. Moreover, if business operators deceive consumers or knowingly sell substandard or defective products, they should not only compensate consumers for their losses, but also pay additional damages equal to three times the price of the goods or services. Legal requirements are frequently changed and subject to interpretation, and we are unable to predict the ultimate cost of compliance with these requirements or their effect on our operations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws and regulations, which may increase our costs and materially limit our ability to operate our business.

We may be adversely affected by the complexity, uncertainties and changes in PRC regulation of internet-related business and companies such as e-commerce business and internet platforms.

The PRC government extensively regulates the internet industry, including foreign ownership of, and the licensing and permit requirements pertaining to, companies in the internet industry. These internet-related laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainties. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be in violation of applicable laws and regulations. Issues, risks and uncertainties relating to PRC government regulation of the internet industry include, but are not limited to, the following:

We only have control over our websites through contractual arrangements. We do not own the websites in the Chinese mainland due to the restriction of foreign investment in businesses providing value-added telecommunication services in the Chinese mainland, including internet information provision services. This may significantly disrupt our business, subject us to sanctions, compromise enforceability of related contractual arrangements, or have other harmful effects on us.

The evolving PRC regulatory system for the internet industry may lead to the establishment of new regulatory agencies. For example, in May 2011, the State Council announced the establishment of a new department, the Cyberspace Administration of China (with the involvement of the State Council Information Office, the MIIT, and the Ministry of Public Security). The primary role of this agency is to facilitate the policy-making and legislative development in this field to direct and coordinate with the relevant departments in connection with online content administration and to deal with cross-ministry regulatory matters in relation to the internet industry.

New laws and regulations may be promulgated that will regulate internet activities, including online retail and internet information service. If these new laws and regulations are promulgated, additional licenses may be required for our operations. If our operations do not comply with these new regulations at the time they become effective, or if we fail to obtain any licenses required under these new laws and regulations, we could be subject to penalties. For example, pursuant to the Internet Information Service Algorithmic Recommendation Management Provisions, or the Algorithm Recommendation Provisions, which came into effect on March 1, 2022, algorithm recommendation service providers shall clearly inform users of their provision of algorithm recommendation services, and make public the basic principles, intentions and main operating mechanisms of the algorithm recommendation services. The algorithmic recommendation service providers shall not (i) carry out any illegal activity which may endanger national security and social public interest, disturb economic order and social order, or infringe third parties' legal interest, or (ii) spread any information prohibited by laws or regulations. Algorithm recommendation service providers selling goods or providing services to consumers shall also protect consumers' rights of fair trade, and are prohibited from carrying out illegal conduct such as unreasonable, differentiated treatment based on consumers' preferences, purchase behavior or such other characteristics. In the course of our business operations, we collect information of our customers and users, and algorithmic recommendation service is used in our business. We may have to spend much more personnel cost and time evaluating and managing the risks and challenges in connection with the algorithmic recommendation service used in our ordinary business course to avoid any failure to comply with these regulations. Any failure to comply with Algorithm Recommendation Provisions may result in administrative liabilities, including warnings, public denouncement, fines, enforcement orders requiring us to correct, or suspending us from posting new information, suspension of business or even criminal liabilities, all of which may materially and adversely affect our business and results of operations.

The Circular on Strengthening the Administration of Foreign Investment in and Operation of Value-added Telecommunications Business, issued by the MIIT in July 2006, prohibits domestic telecommunication service providers from leasing, transferring or selling telecommunications business operating licenses to any foreign investor in any form, or providing any resources, sites or facilities to any foreign investor for their illegal operation of a telecommunications business in China. According to this circular, either the holder of a value-added telecommunication services operation permit or its shareholders must directly own the domain names and trademarks used by such license holders in their provision of value-added telecommunication services. The circular also requires each license holder to have the necessary facilities, including servers, for its approved business operations and to maintain such facilities in the regions covered by its license. If an ICP license holder fails to comply with the requirements and also fails to remedy such non-compliance within a specified period of time, the MIIT or its local counterparts have the discretion to take administrative measures against such license holder, including revoking its ICP license. Currently, Jingdong 360, one of the consolidated variable interest entities, holds an ICP license and operates our www.jd.com website. Jingdong 360 owns the relevant domain names and registered trademarks and has the necessary personnel to operate such website.

On February 7, 2021, the Anti-monopoly Commission of the State Council officially promulgated the Guidelines to Anti-Monopoly in the Field of Internet Platforms, or the Anti-Monopoly Guidelines for Internet Platforms. Pursuant to an official interpretation from the Anti-monopoly Commission of the State Council, the Anti-Monopoly Guidelines for Internet Platforms mainly covers five aspects, including general provisions, monopoly agreements, abuse of market dominance, concentration of undertakings, and abuse of administrative powers that eliminate or restrict competition. The Anti-Monopoly Guidelines for Internet Platforms prohibit certain monopolistic acts of internet platforms to protect market competition and safeguard interests of users and undertakings participating in internet platform economy, including without limitation, prohibiting platforms with dominant position from abusing their market dominance. Notably, the Anti-Monopoly Guidelines for Internet Platforms provides that any concentration of undertakings involving variable interest entities fall within the scope of anti-monopoly review. If a concentration of undertakings meets the criteria for declaration as stipulated by the State Council, an operator must report such concentration of undertakings to the Anti-Monopoly Law of PRC (the “Anti-Monopoly Law”) enforcement agency under the State Council in advance. Therefore, acquisitions of other entities that we have made before or may make in the future (whether by ourselves, our subsidiaries or through the consolidated variable interest entities) and that meet the criteria for declaration, may be required to be reported to and approved by the Anti-Monopoly Law enforcement agency, and we may be subject to penalty including, but not limited to, a fine of no more than RMB500,000 if we fail to comply with such requirement, and in extreme case may be ordered to terminate the contemplated concentration, to dispose of our equity or asset within a prescribed period, to transfer the business within a prescribed time or to take any other necessary measures to return to the pre-concentration status. In March 2021, SAMR imposed on us a fine of RMB500,000 for failing to file a prior notification of concentrations of undertaking for a prior acquisition we did. In addition, SAMR has conducted a survey of prior acquisitions by internet platforms that may involve failure to file prior notifications of concentrations of undertaking. We were subsequently imposed for a fine of RMB500,000 for each of the five additional instances on such basis since 2021. We cooperated with SAMR on this front and kept written and oral correspondence with SAMR. In April 2021, the SAMR, together with certain other PRC government authorities convened an administrative guidance meeting, focusing on certain unfair competition acts, self-inspection and rectification by major internet companies of possible violations of anti-monopoly, anti-unfair competition, tax and other related laws and regulations, and requesting such companies to comply with relevant laws and regulations strictly and be subject to public supervision. In addition, many internet companies, including the over 30 companies which attended such administrative guidance meeting, are required to conduct a comprehensive self-inspection and make necessary rectification accordingly. The SAMR has stated it will organize and conduct inspections on the companies’ rectification results. If the companies are found to conduct illegal activities, more severe penalties are expected to be imposed on them in accordance with the laws. As of the date of this annual report, we have completed such self-inspection and have not received any further inquiry from the relevant governmental authorities. As the Anti-Monopoly Guidelines for Internet Platforms was newly promulgated, it would be difficult to estimate its specific impact on our business, financial condition, result of operations and prospects. We may receive more similar inquires going forward and cannot assure you that our business operations comply with the regulations and authorities’ requirements in all respects. If any non-compliance is raised by relevant authorities and determined against us, we may be subject to fines and other penalties. On June 24, 2022, the Standing Committee of the National People’s Congress issued the amended Anti-Monopoly Law, which increases the fines on business operators for illegal concentration to “no more than ten percent of the preceding year’s sales revenue of the business operators if the concentration of business operators has or may have an effect of excluding or limiting competition; or a fine of up to RMB5 million if the concentration of business operators does not have an effect of excluding or limiting competition.” The newly amended Anti-Monopoly Law also specifies that the relevant authority may require the operators to make a declaration where there is evidence that the concentration has or may have the effect of eliminating or restricting competition, even if such concentration does not reach the filing threshold. Due to the enhanced enforcement of the Anti-Monopoly Law, we may receive greater scrutiny and attention from regulators and more frequent and rigid investigation or review by regulators, which will increase our compliance costs and subject us to heightened risks and challenges. In addition, there are significant uncertainties on the evolving legislative activities and varied local implementation practices of anti-monopoly and competition laws and regulations in China, especially with respect to the interpretation and implementation of the newly amended Anti-Monopoly Law. We may have to spend much more personnel cost and time evaluating and managing these risks and challenges in connection with our products and services as well as our investments in our ordinary business course to avoid any failure to comply with these regulations. Any failure or perceived failure by us to comply with the Anti-Monopoly Guidelines for Internet Platforms and other Anti-Monopoly Laws and regulations may result in governmental investigations or enforcement actions, litigations or claims against us and could have an adverse effect on our business, financial condition and results of operations.

The interpretation and application of existing PRC laws, regulations and policies and possible new laws, regulations or policies relating to the internet industry have created substantial uncertainties regarding the legality of existing and future foreign investments in, and the businesses and activities of, internet businesses in China, including our business. We cannot assure you that we have obtained all the permits or licenses required for conducting our business in China or will be able to maintain our existing licenses or obtain new ones.

The PRC government's significant oversight over our business operation could result in a material adverse change in our operations and the value of our ADSs and Class A ordinary shares.

We conduct our business primarily in China. Our operations in China are governed by PRC laws and regulations. The PRC government has significant oversight over the conduct of our business, and may intervene or influence our operations, which could result in a material adverse change in our operation and/or the value of our ADSs and Class A ordinary shares. Also, the PRC government has recently indicated an intent to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers. For example, on July 6, 2021, the relevant PRC government authorities made public the Opinions on Strictly Scrutinizing Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies. On December 28, 2021, the NDRC, the MIIT, and several other administrations jointly published the Cybersecurity Review Measures, effective on February 15, 2022, which required that, among others, operators of “critical information infrastructure” purchasing network products and services or network platform operators carrying out data processing activities, that affect or may affect national security, shall apply with the Cybersecurity Review Office for a cybersecurity review. In addition, a network platform operator holding over one million users’ personal information shall apply with the Cybersecurity Review Office for a cybersecurity review before any public offering at a foreign stock exchange. On November 14, 2021, the CAC released the Draft Measures for Internet Data Security for public comments, which stipulates, among others, that a prior cybersecurity review is required for listing abroad of data processors which process over one million users’ personal information, and the listing of data processors in Hong Kong which affects or may affect national security. It remains uncertain how PRC governmental authorities will regulate overseas listing in general and whether we are required to obtain any specific regulatory approvals from the CSRC, CAC or any other PRC governmental authorities for our offshore offerings. If the CSRC, CAC or other regulatory agencies later promulgate new rules or explanations requiring that we obtain their approvals for our future offshore offerings, we may be unable to obtain such approvals in a timely manner, or at all, and such approvals may be rescinded even if obtained. Any such circumstance could significantly limit or completely hinder our ability to continue to offer securities to investors and cause the value of such securities to significantly decline or be worthless. In addition, implementation of industry-wide regulations directly targeting our operations could cause the value of our securities to significantly decline. Therefore, investors of our company and our business face potential uncertainty from actions taken by the PRC government affecting our business.

Failure to make adequate contributions to various employee benefit plans as required by PRC regulations may subject us to penalties.

Companies operating in the Chinese mainland are required to participate in various government sponsored employee benefit plans, including certain social insurance, housing funds and other welfare-oriented payment obligations, and contribute to the plans in amounts equal to certain percentages of salaries, including bonuses and allowances, of our employees up to a maximum amount specified by the local government from time to time at locations where we operate our businesses. The requirement of employee benefit plans has not been implemented consistently by the local governments in the Chinese mainland given the different levels of economic development in different locations. The relevant government authorities may examine whether an employer has made adequate payments of the requisite employee benefit payments, and employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. Although almost all of our PRC operating entities incorporated in various locations in the Chinese mainland have made the required employee benefit payments, we cannot assure you that we are able to make adequate contribution in a timely manner at all time. If we are subject to late fees or fines in relation to the underpaid employee benefits, our financial condition and results of operations may be adversely affected.

We may be required to register some operating offices as branch offices under PRC law.

Under PRC law, a company setting up premises for business operations outside its residence address must register them as branch offices with the relevant local market regulation bureau at the place where the premises are located and obtain business licenses for them as branch offices. As of December 31, 2022, our comprehensive fulfillment facilities cover almost all the counties and districts across China. We may be required to register those operating offices outside of the residence addresses of our relevant PRC entities as branch offices under PRC law. As of the date of this annual report, we were able to register branch offices in all of the important locations where we had meaningful presence. Furthermore, we may expand our fulfillment network in the future to additional locations in China, and we may not be able to register branch offices in a timely manner due to complex procedural requirements and relocation of branch offices from time to time. If the PRC regulatory authorities determine that we are in violation of the relevant laws and regulations, we may be subject to penalties, including fines, confiscation of income and suspension of operation. If we become subject to these penalties, our business, results of operations, financial condition and prospects could be materially and adversely affected.

Regulation and censorship of information disseminated over the internet in China may adversely affect our business, and we may be liable for content that is displayed on our websites.

China has enacted laws and regulations governing internet access and the distribution of products, services, news, information, audio-video programs and other content through the internet. In the past, the PRC government has prohibited the distribution of information through the internet that it deems to be in violation of PRC laws and regulations. In November 2016, China promulgated the Cyber Security Law, which came into effect on June 1, 2017, to protect cyberspace security and order. Cyber Security Law tightens control of cyber security and sets forth various security protection obligations for network operators. If any of our internet information were deemed by the PRC government to violate any content restrictions, we would not be able to continue to display such content and could become subject to penalties, including confiscation of income, fines, suspension of business and revocation of required licenses, which could materially and adversely affect our business, financial condition and results of operations. We may also be subject to potential liability for any unlawful actions of our customers or users of our websites or for content we distribute that is deemed inappropriate. It may be difficult to determine the type of content that may result in liability to us, and if we are found to be liable, we may be prevented from operating our websites in China.

Fluctuations in exchange rates could have a material and adverse effect on our results of operations and the value of your investment.

The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the PBOC. The RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. We cannot assure you that RMB will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between RMB and the U.S. dollar in the future.

Any significant appreciation or depreciation of RMB may materially and adversely affect our revenues, earnings and financial position, and the value of, and any dividends payable on, our Class A ordinary shares and/or ADSs. For example, to the extent that we need to convert U.S. dollars we receive into RMB to pay our operating expenses, appreciation of RMB against the U.S. dollar would have an adverse effect on the RMB amount we would receive from the conversion. Conversely, a significant depreciation of RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of our earnings, which in turn could adversely affect the price of our Class A ordinary shares and/or ADSs.

We adopt a risk-neutral strategy to manage foreign exchange risks. For each entity with foreign exchange exposure, relevant currency position or accounts balance are reallocated to achieve natural hedging. While we may enter into hedging transactions, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or at all. In addition, our currency exchange losses may be magnified by PRC exchange control regulations that restrict our ability to convert RMB into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

It may be difficult for overseas regulators to conduct investigation or collect evidence within China.

Shareholder claims or regulatory investigation that are common in the United States generally are difficult to pursue as a matter of law or practicality in China. For example, in China, there are significant legal and other obstacles to providing information needed for regulatory investigations or litigation initiated outside China. Although the authorities in China may establish a regulatory cooperation mechanism with the securities regulatory authorities of another country or region to implement cross-border supervision and administration, such cooperation with the securities regulatory authorities in the United States may not be efficient in the absence of mutual and practical cooperation mechanism. Furthermore, according to Article 177 of the PRC Securities Law, or Article 177, which became effective in March 2020, no overseas securities regulator is allowed to directly conduct investigation or evidence collection activities within the territory of the PRC. While detailed interpretation of or implementation rules under Article 177 have yet to be promulgated, the inability for an overseas securities regulator to directly conduct investigation or evidence collection activities within China may further increase difficulties faced by you in protecting your interests.

Governmental control of currency conversion may limit our ability to utilize our revenues effectively and affect the value of your investment.

The PRC government imposes controls on the convertibility of the RMB into foreign currencies and, in certain cases, the remittance of currency out of the Chinese mainland. We receive substantially all of our revenues in RMB. Under our current corporate structure, our company in the Cayman Islands may rely on dividend payments from our PRC subsidiaries to fund any cash and financing requirements we may have. Under existing PRC foreign exchange regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. Therefore, our wholly foreign-owned subsidiaries in the Chinese mainland are able to pay dividends in foreign currencies to us without prior approval from SAFE, subject to the condition that the remittance of such dividends outside of the PRC complies with certain procedures under PRC foreign exchange regulation, such as the overseas investment registrations by our shareholders or the ultimate shareholders of our corporate shareholders who are PRC residents. But approval from or registration with appropriate government authorities or delegated banks is required where RMB is to be converted into foreign currency and remitted out of the Chinese mainland to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may also at its discretion restrict access in the future to foreign currencies for current account transactions. Although currently there are not equivalent or similar restrictions or limitations in Hong Kong on cash transfers in, or out of, our Hong Kong entities (including currency conversion), if certain restrictions or limitations in the Chinese mainland were to become applicable to cash transfers in and out of Hong Kong entities (including currency conversion) in the future, the funds in our Hong Kong entities, likewise, may not be available to meet our currency demand. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholders, including holders of our ADSs. As a result, the funds in our PRC subsidiaries or the consolidated variable interest entities in the Chinese mainland may not be available to fund operations or for other use outside of the Chinese mainland due to interventions in, or the imposition of restrictions and limitations on, the ability of our holding company, our subsidiaries, or the consolidated variable interest entities by the PRC government on currency conversion.

PRC regulations establish complex procedures for some acquisitions of Chinese companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.

PRC regulations and rules concerning mergers and acquisitions including the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, established additional procedures and requirements that could make merger and acquisition activities by foreign investors more time consuming and complex. For example, the M&A Rules require that the Ministry of Commerce be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise, if (i) any important industry is concerned, (ii) such transaction involves factors that have or may have impact on the national economic security, or (iii) such transaction will lead to a change in control of a domestic enterprise which holds famous trademarks or PRC time-honored brands.

In addition, the security review rules issued by the Ministry of Commerce that became effective in September 2011 specify that mergers and acquisitions by foreign investors that raise “national defense and security” concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise “national security” concerns are subject to strict review by the Ministry of Commerce, and the rules prohibit any activities attempting to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement. These laws and regulations are continually evolving as newly enacted Foreign Investment Law took effect. On December 19, 2020, the Measures for the Security Review for Foreign Investment was jointly issued by the NDRC and Ministry of Commerce and took effect from January 18, 2021. The Measures for the Security Review for Foreign Investment specified provisions concerning the security review mechanism on foreign investment, including the types of investments subject to review, review scopes and procedures, among others. As these measures are recently promulgated, official guidance has not been issued by the designated office in charge of such security review yet. At this stage, the interpretation of those measures remains unclear in many aspects such as what would constitute “important information technology and internet services and products” and whether these measures may apply to foreign investment that is implemented or completed before the enactment of these new measures. In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the above-mentioned regulations and other relevant rules to complete such transactions could be time consuming, and any required approval processes may delay or inhibit our ability to complete such transactions. It is unclear whether our business would be deemed to be in an industry that raises “national defense and security” or “national security” concerns. However, the Ministry of Commerce, NDRC or other government agencies may publish explanations in the future determining that our business is in an industry subject to the security review, in which case our future acquisitions in the PRC, including those by way of entering into contractual control arrangements with target entities, may be closely scrutinized or prohibited. Our ability to expand our business or maintain or expand our market share through future acquisitions would as such be materially and adversely affected.

PRC regulations relating to the establishment of offshore special purpose companies by PRC residents may subject our PRC resident beneficial owners or our wholly foreign-owned subsidiaries in China to liability or penalties, limit our ability to inject capital into these subsidiaries, limit these subsidiaries' ability to increase their registered capital or distribute profits to us, or may otherwise adversely affect us.

The Notice on Issues Relating to the Administration of Foreign Exchange in Fund-Raising and Round-Trip Investment Activities of Domestic Residents Conducted via Offshore Special Purpose Companies, or SAFE Circular 75, requires PRC residents to register with the relevant local branch of SAFE before establishing or controlling any company outside of China, referred to as an offshore special purpose company, for the purpose of raising funds from overseas to acquire or exchange the assets of, or acquiring equity interests in, PRC entities held by such PRC residents and to update such registration in the event of any significant changes with respect to that offshore company. SAFE promulgated the Circular on Relevant Issues Concerning Foreign Exchange Control on Domestic Residents' Offshore Investment and Financing and Roundtrip Investment through Special Purpose Vehicles, or SAFE Circular 37, in July 2014, which replaced SAFE Circular 75. SAFE Circular 37 requires PRC residents to register with local branches of SAFE in connection with their direct establishment or indirect control of an offshore entity, for the purpose of overseas investment and financing, with such PRC residents' legally owned assets or equity interests in domestic enterprises or offshore assets or interests, referred to in SAFE Circular 37 as a "special purpose vehicle." The term "control" under SAFE Circular 37 is broadly defined as the operation rights, beneficiary rights or decision-making rights acquired by the PRC residents in the offshore special purpose vehicles or PRC companies by such means as acquisition, trust, proxy, voting rights, repurchase, convertible bonds or other arrangements. SAFE Circular 37 further requires amendment to the registration in the event of any changes with respect to the basic information of the special purpose vehicle, such as changes in a PRC resident individual shareholder, name or operation period; or any significant changes with respect to the special purpose vehicle, such as increase or decrease of capital contributed by PRC individuals, share transfer or exchange, merger, division or other material event. If the shareholders of the offshore holding company who are PRC residents do not complete their registration with the local SAFE branches, the PRC subsidiaries may be prohibited from distributing their profits and proceeds from any reduction in capital, share transfer or liquidation to the offshore company, and the offshore company may be restricted in its ability to contribute additional capital to its PRC subsidiaries. Moreover, failure to comply with SAFE registration and amendment requirements described above could result in liability under PRC law for evasion of applicable foreign exchange restrictions. In February 2015, SAFE issued the Circular on Further Simplifying and Improving the Policies Concerning Foreign Exchange Control on Direct Investment, or SAFE Circular 13, which took effect on June 1, 2015. SAFE Circular 13 has delegated to the qualified banks the authority to register all PRC residents' investment in "special purpose vehicle" pursuant to SAFE Circular 37, except that those PRC residents who have failed to comply with SAFE Circular 37 will remain to fall into the jurisdiction of the local SAFE branch and must make their supplementary registration application with the local SAFE branch.

We have requested PRC residents who we know hold direct or indirect interest in our company to make the necessary applications, filings and amendments as required under SAFE Circular 37 and other related rules. Mr. Richard Qiangdong Liu, our founder and beneficial owner, has completed required registrations with SAFE in relation to our financing and restructuring and will make amendments when needed and required in accordance with SAFE Circular 37. However, we may not be informed of the identities of all the PRC residents holding direct or indirect interest in our company, and we cannot provide any assurance that these PRC residents will comply with our request to make or obtain any applicable registrations or comply with other requirements under SAFE Circular 37 or other related rules. The failure or inability of our PRC resident shareholders to comply with the registration procedures set forth in these regulations may subject us to fines and legal sanctions, restrict our cross-border investment activities, limit the ability of our wholly foreign-owned subsidiaries in China to distribute dividends and the proceeds from any reduction in capital, share transfer or liquidation to us, and we may also be prohibited from injecting additional capital into these subsidiaries. Moreover, failure to comply with the various foreign exchange registration requirements described above could result in liability under PRC law for circumventing applicable foreign exchange restrictions. As a result, our business operations and our ability to distribute profits to you could be materially and adversely affected.

Any failure to comply with PRC regulations regarding the registration requirements for employee stock incentive plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions.

Pursuant to the Notice on Issues Concerning the Foreign Exchange Administration for Domestic Individuals Participating in Stock Incentive Plan of Overseas Publicly Listed Company, issued by SAFE in February 2012, employees, directors, supervisors and other senior management participating in any stock incentive plan of an overseas publicly listed company who are PRC citizens or who are non-PRC citizens residing in China for a continuous period of not less than one year, subject to a few exceptions, are required to register with SAFE through a domestic qualified agent, which could be a PRC subsidiary of such overseas listed company, and complete certain other procedures. We and our directors, executive officers and other employees who are PRC citizens or who reside in the PRC for a continuous period of not less than one year and who have been granted restricted shares, restricted share units or options are subject to these regulations. Failure to complete the SAFE registrations may subject them to fines and legal sanctions and may also limit our ability to contribute additional capital into our wholly foreign-owned subsidiaries in China and limit these subsidiaries' ability to distribute dividends to us. We also face regulatory uncertainties that could restrict our ability to adopt additional incentive plans for our directors and employees under PRC law.

Our business benefits from certain financial incentives and discretionary policies granted by local governments. Expiration of, or changes to, these incentives or policies would have an adverse effect on our results of operations.

In the past, local governments in China granted certain financial incentives from time to time to our PRC subsidiaries or consolidated variable interest entities as part of their efforts to encourage the development of local businesses. We received approximately RMB2,545 million, RMB2,482 million and RMB2,773 million (US\$402 million) financial incentives from local governments relating to our business operations in 2020, 2021 and 2022, respectively. The timing, amount and criteria of government financial incentives are determined within the sole discretion of the local government authorities and cannot be predicted with certainty before we actually receive any financial incentive. We generally do not have the ability to influence local governments in making these decisions. Local governments may decide to reduce or eliminate incentives at any time. We cannot assure you of the continued availability of the government incentives currently enjoyed by our PRC subsidiaries or consolidated variable interest entities. Any reduction or elimination of incentives would have an adverse effect on our results of operations.

If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with “de facto management body” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax on its global income at the rate of 25%. The implementation rules define the term “de facto management body” as the body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In April 2009, the State Taxation Administration, or the STA, issued a circular, known as Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the STA’s general position on how the “de facto management body” text should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its “de facto management body” in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise’s financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC; (iii) the enterprise’s primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

We believe that none of JD.com, Inc. and its subsidiaries outside of China is a PRC resident enterprise for PRC tax purposes. See “Item 10.E Additional Information—Taxation—People’s Republic of China Taxation.” However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.” If the PRC tax authorities determine that JD.com, Inc. or any of its subsidiaries outside of China is a PRC resident enterprise for enterprise income tax purposes, they would be subject to a 25% enterprise income tax on their global income. If these entities derive income other than dividends from their wholly-owned subsidiaries in the PRC, a 25% enterprise income tax on their global income may increase our tax burden. If JD.com, Inc. or any of its subsidiaries outside of China is classified as a PRC resident enterprise, dividends paid to it from its wholly-owned subsidiaries in China may be regarded as tax-exempted income if such dividends are deemed to be “dividends between qualified PRC resident enterprises” under the PRC Enterprise Income Tax Law and its implementation rules. However, we cannot assure you that such dividends will not be subject to PRC withholding tax, as the PRC tax authorities, which enforce the withholding tax, have not yet issued guidance with respect to the processing of outbound remittances to entities that are treated as resident enterprises for PRC income tax purposes.

In addition, if JD.com, Inc. is classified as a PRC resident enterprise for PRC tax purposes and unless a tax treaty or similar arrangement provides otherwise, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to a 10% PRC withholding tax on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within the PRC. Furthermore, gains derived by our non-PRC individual shareholders from the sale of our shares and ADSs may be subject to a 20% PRC withholding tax. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to such dividends, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of JD.com, Inc. would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that JD.com, Inc. is treated as a PRC resident enterprise.

Under the Arrangement Between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital, the dividend withholding tax rate may be reduced to 5%, if a Hong Kong resident enterprise is considered a non-PRC tax resident enterprise and holds at least 25% of the equity interests in the PRC enterprise distributing the dividends. However, if the Hong Kong resident enterprise is not considered to be the beneficial owner of such dividends under applicable PRC tax regulations, such dividends may remain subject to withholding tax at a rate of 10%. In October 2009, the STA issued a circular, known as Circular 601, which provides guidance on determining whether an enterprise is a “beneficial owner” under China’s tax treaties and tax arrangements. Circular 601 provides that, in order to be a beneficial owner, an entity generally must be engaged in substantive business activities, and that a company that is set up for the purpose of avoiding or reducing taxes or transferring or accumulating profits will not be regarded as a beneficial owner and will not qualify for treaty benefits such as preferential dividend withholding tax rates. In February 2018, the STA issued a new circular (Circular 9) to replace Circular 601, which came into effect on April 1, 2018. Circular 9 provides a more flexible framework in determining whether an applicant engages in substantive business activities. In addition, in the event that an enterprise does not satisfy the criteria for “beneficial owner,” but the person who holds 100% ownership interests in the enterprise directly or indirectly satisfies the criteria for “beneficial owner” and the circumstances fall under Circular 9, the enterprise will be deemed as a “beneficial owner.” If our Hong Kong subsidiaries are, in the light of Circular 9, considered to be a non-beneficial owner for purposes of the tax arrangement mentioned above, any dividends paid to them by our wholly foreign-owned PRC subsidiaries would not qualify for the preferential dividend withholding tax rate of 5%, but rather would be subject to a rate of 10%.

We face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies, and heightened scrutiny over acquisition transactions by the PRC tax authorities may have a negative impact on potential acquisitions we may pursue in the future.

The STA has issued several rules and notices to tighten the scrutiny over acquisition transactions in recent years, including the Notice on Strengthening Administration of Enterprise Income Tax for Share Transfers by Non-PRC Resident Enterprises issued in December 2009, or STA Circular 698, the Notice on Several Issues Regarding the Income Tax of Non-PRC Resident Enterprises promulgated issued in March 2011, or STA Circular 24, and the Notice on Certain Corporate Income Tax Matters on Indirect Transfer of Properties by Non-PRC Resident Enterprises issued in February 2015, or STA Circular 7. Pursuant to these rules and notices, if a non-PRC resident enterprise indirectly transfers PRC taxable properties, referring to properties of an establishment or a place in the PRC, real estate properties in the PRC or equity investments in a PRC tax resident enterprise, by disposing of equity interest in an overseas holding company, such indirect transfer should be deemed as a direct transfer of PRC taxable properties and gains derived from such indirect transfer may be subject to the PRC withholding tax at a rate of up to 10%. STA Circular 7 sets out several factors to be taken into consideration by tax authorities in determining whether an indirect transfer has a reasonable commercial purpose. An indirect transfer satisfying all the following criteria will be deemed to lack reasonable commercial purpose and be taxable under PRC law: (i) 75% or more of the equity value of the intermediary enterprise being transferred is derived directly or indirectly from the PRC taxable properties; (ii) at any time during the one-year period before the indirect transfer, 90% or more of the asset value of the intermediary enterprise (excluding cash) is comprised directly or indirectly of investments in the PRC, or 90% or more of its income is derived directly or indirectly from the PRC; (iii) the functions performed and risks assumed by the intermediary enterprise and any of its subsidiaries that directly or indirectly hold the PRC taxable properties are limited and are insufficient to prove their economic substance; and (iv) the foreign tax payable on the gain derived from the indirect transfer of the PRC taxable properties is lower than the potential PRC income tax on the direct transfer of such assets. Nevertheless, the indirect transfer falling into the safe harbor available under STA Circular 7 may not be subject to PRC tax and the scope of the safe harbor includes qualified group restructuring as specifically set out in STA Circular 7, public market trading and tax treaty exemptions.

In October 2017, the STA released the Public Notice Regarding Issues Concerning the Withholding of Non-resident Enterprise Income Tax at Source, or STA Public Notice 37, effective from December 2017. STA Public Notice 37 replaced a series of important circulars, including but not limited to STA Circular 698, and revised the rules governing the administration of withholding tax on China-source income derived by a nonresident enterprise. STA Public Notice 37 provides for certain key changes to the previous withholding regime. For example, the withholding obligation for a non-resident enterprise deriving dividend arises on the date on which the payment is actually made rather than on the date of the resolution that declared the dividends.

Under STA Circular 7 and STA Public Notice 37, the entities or individuals obligated to pay the transfer price to the transferor are the withholding agents and must withhold the PRC income tax from the transfer price if the indirect transfer is subject to the PRC enterprise income tax. If the withholding agent fails to do so, the transferor should report to and pay the tax to the PRC tax authorities. In the event that neither the withholding agent nor the transferor fulfills their obligations under STA Circular 7 and STA Public Notice 37, according to the applicable law, apart from imposing penalties such as late payment interest on the transferor, the tax authority may also hold the withholding agent liable and impose a penalty of 50% to 300% of the unpaid tax on the withholding agent. The penalty imposed on the withholding agent may be reduced or waived if the withholding agent has submitted the relevant materials in connection with the indirect transfer to the PRC tax authorities in accordance with STA Circular 7.

However, as there is a lack of clear statutory interpretation, we face uncertainties on the reporting and consequences on future private equity financing transactions, share exchange or other transactions involving the transfer of shares in our company by investors that are non-PRC resident enterprises, or sale or purchase of shares in other non-PRC resident companies or other taxable assets by us. Our company and other non-resident enterprises in our group may be subject to filing obligations or being taxed if our company and other non-resident enterprises in our group are transferors in such transactions, and may be subject to withholding obligations if our company and other non-resident enterprises in our group are transferees in such transactions. For the transfer of shares in our company by investors that are non-PRC resident enterprises, our PRC subsidiaries may be requested to assist in the filing under the rules and notices. As a result, we may be required to expend valuable resources to comply with these rules and notices or to request the relevant transferors from whom we purchase taxable assets to comply, or to establish that our company and other non-resident enterprises in our group should not be taxed under these rules and notices, which may have a material adverse effect on our financial condition and results of operations. There is no assurance that the tax authorities will not apply the rules and notices to our offshore restructuring transactions where non-PRC residents were involved if any of such transactions were determined by the tax authorities to lack reasonable commercial purpose. As a result, we and our non-PRC resident investors may be at risk of being taxed under these rules and notices and may be required to comply with or to establish that we should not be taxed under such rules and notices, which may have a material adverse effect on our financial condition and results of operations or such non-PRC resident investors' investments in us. We have conducted acquisition transactions in the past and may conduct additional acquisition transactions in the future. We cannot assure you that the PRC tax authorities will not, at their discretion, adjust any capital gains and impose tax return filing obligations on us or require us to provide assistance for the investigation of PRC tax authorities with respect thereto. Heightened scrutiny over acquisition transactions by the PRC tax authorities may have a negative impact on potential acquisitions we may pursue in the future.

Risks Related to Our ADSs and Class A Ordinary Shares

The trading price of our ADSs and Class A ordinary shares have been and are likely to continue to be volatile, which could result in substantial losses to holders of our Class A ordinary shares and/or ADSs.

The trading prices of our ADSs and Class A ordinary shares have been and are likely to continue to be volatile and could fluctuate widely in response to a variety of factors, many of which are beyond our control. For example, the highest and lowest closing prices of our ADSs on Nasdaq in 2022 were US\$76.36 and US\$36.66, respectively. Likewise, the highest and lowest closing prices of our Class A ordinary shares on the Hong Kong Stock Exchange in 2022 were HK\$306.2 and HK\$141.8, respectively. In addition, the performance and fluctuation of the market prices of other companies with business operations located mainly in China that have listed their securities in Hong Kong and/or the United States may affect the volatility in the prices of and trading volumes for our Class A ordinary shares and/or ADSs. The securities of some of these companies have experienced significant volatility since their initial public offerings, including, in some cases, substantial price declines in the trading prices of their securities. The trading performances of other Chinese companies' securities after their offerings, including internet and e-commerce companies, may affect the attitudes of investors toward Chinese companies listed in Hong Kong and/or the United States, which consequently may impact the trading performance of our Class A ordinary shares and/or ADSs, regardless of our actual operating performance. In addition, any negative news or perceptions about inadequate corporate governance practices or fraudulent accounting, corporate structure or matters of other Chinese companies may also negatively affect the attitudes of investors towards Chinese companies in general, including us, regardless of whether we have conducted any inappropriate activities. Furthermore, securities markets may from time to time experience significant price and volume fluctuations that are not related to our operating performance, such as the large decline in share prices in the United States in early 2020, which may have a material and adverse effect on the trading price of our Class A ordinary shares and/or ADSs.

In addition to the above factors, the price and trading volume of our Class A ordinary shares and/or ADSs may be highly volatile due to multiple factors, including the following:

- regulatory developments affecting us or our industry, customers, suppliers or third-party merchants;
- announcements of studies and reports relating to the quality of our product and service offerings or those of our competitors;
- changes in the economic performance or market valuations of other online retail or e-commerce companies;
- actual or anticipated fluctuations in our quarterly results of operations and changes or revisions of our expected results;
- changes in financial estimates by securities research analysts;
- conditions in the online retail market;
- announcements by us or our competitors of new product and service offerings, acquisitions, strategic relationships, joint ventures, capital raisings or capital commitments;

- additions to or departures of our senior management;
- political or market instability or disruptions, and actual or perceived social unrest in the United States, Hong Kong or other jurisdictions;
- fluctuations of exchange rates among RMB, the Hong Kong dollar and the U.S. dollar;
- release or expiry of lock-up or other transfer restrictions on our Class A ordinary shares or ADSs;
- sales or perceived potential sales of additional Class A ordinary shares or ADSs;
- any actual or alleged illegal acts of our senior management or other key employees;
- any share repurchase program; and
- proceedings instituted by the SEC against PRC-based accounting firms, including our independent registered public accounting firm.

We adopt different practices as to certain matters as compared with many other companies listed on the Hong Kong Stock Exchange.

We completed our public offering in Hong Kong in June 2020 and the trading of our Class A ordinary shares on the Hong Kong Stock Exchange commenced on June 18, 2020 under the stock code “9618.” As a company listed on the Hong Kong Stock Exchange pursuant to Chapter 19C of the Hong Kong Listing Rules, we are not subject to certain provisions of the Hong Kong Listing Rules pursuant to Rule 19C.11, including, among others, rules on notifiable transactions, connected transactions, share option schemes, content of financial statements as well as certain other continuing obligations. In addition, in connection with the listing of our Class A ordinary shares on the Hong Kong Stock Exchange, we have applied for a number of waivers and/or exemptions from strict compliance with the Hong Kong Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Takeovers Codes and the SFO. As a result, we will adopt different practices as to those matters as compared with other companies listed on the Hong Kong Stock Exchange that do not enjoy those exemptions or waivers.

Furthermore, if 55% or more of the total worldwide trading volume, by dollar value, of our Class A ordinary shares and ADSs over our most recent fiscal year takes place on the Hong Kong Stock Exchange, the Hong Kong Stock Exchange will regard us as having a dual primary listing in Hong Kong and we will no longer enjoy certain exemptions or waivers from strict compliance with the requirements under the Hong Kong Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Takeovers Codes and the SFO, which could result in us having to amend our corporate structure and articles of association and our incurring of incremental compliance costs.

We cannot guarantee that any share repurchase program will be fully consummated or that any share repurchase program will enhance long-term shareholder value, and share repurchases could increase the volatility of the price of our Class A ordinary shares and/or ADSs and could diminish our cash reserves.

On March 17, 2020, our board of directors authorized a share repurchase program, under which we may repurchase up to US\$2.0 billion of our ADSs or ordinary shares over the next 24 months through March 17, 2022. On December 29, 2021, our board of directors approved modifications to the share repurchase program adopted in March 2020, pursuant to which the repurchase authorization has increased from US\$2.0 billion to US\$3.0 billion and has been extended until March 17, 2024. From March 17, 2020 to the date of this annual report, we repurchased approximately 20.3 million ADSs at a weighted average price of US\$63.67 per ADS. Our share repurchase program could affect the price of our stock and increase volatility and may be suspended or terminated at any time.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, the market price for our Class A ordinary shares and/or ADSs and trading volume could decline.

The trading market for our Class A ordinary shares and/or ADSs will depend in part on the research and reports that securities or industry analysts publish about us or our business. If research analysts do not establish and maintain adequate research coverage or if one or more of the analysts who covers us downgrades our Class A ordinary shares and/or ADSs or publishes inaccurate or unfavorable research about our business, the market price for our Class A ordinary shares and/or ADSs would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which, in turn, could cause the market price of or trading volume for our Class A ordinary shares and/or ADSs to decline.

You may need to rely on price appreciation of our Class A ordinary shares and/or ADSs for return on your investment due to our dividend policy.

Our board of directors has complete discretion as to whether to distribute dividends subject to our current memorandum and articles of association, which were adopted by a special resolution passed at the annual general meeting of our company held on June 23, 2021, and certain restrictions under Cayman Islands law. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our board of directors. Even if our board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on, among other things, our future results of operations and cash flow, our capital requirements and surplus, the amount of distributions, if any, received by us from our subsidiaries, our financial condition, contractual restrictions and other factors deemed relevant by our board of directors. Accordingly, the return on your investment in our Class A ordinary shares and/or ADSs will likely depend entirely upon any future price appreciation of our Class A ordinary shares and/or ADSs. There is no guarantee that our Class A ordinary shares and/or ADSs will appreciate in value or even maintain the price at which you purchased the Class A ordinary shares and/or ADSs. You may not realize a return on your investment in our Class A ordinary shares and/or ADSs and you may even lose your entire investment in our Class A ordinary shares and/or ADSs.

Substantial future sales or perceived potential sales of our Class A ordinary shares and/or ADSs in the public market could cause the price of our Class A ordinary shares and/or ADSs to decline.

Sales of our Class A ordinary shares and/or ADSs in the public market, or the perception that these sales could occur, could cause the market price of our Class A ordinary shares and/or ADSs to decline. As of February 28, 2023, we had 3,147,816,729 ordinary shares issued and outstanding, comprising of (i) 2,761,442,006 Class A ordinary shares (excluding the 31,856,338 Class A ordinary shares issued to our depository bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our Share Incentive Plan), and (ii) 386,374,723 Class B ordinary shares. The remaining authorized but unissued Class A ordinary shares and the Class B ordinary shares will be available for sale, subject to volume and other restrictions as applicable under Rules 144 and 701 under the Securities Act. Certain holders of our ordinary shares may cause us to register under the Securities Act the sale of their shares. Registration of these shares under the Securities Act would result in ADSs representing these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration. Sales of these registered shares in the form of ADSs in the public market could cause the price of our Class A ordinary shares and/or ADSs to decline.

Holders of our ADSs may have fewer rights than holders of our ordinary shares and must act through the depository to exercise those rights.

Holders of ADSs do not have the same rights of our shareholders and may only exercise the voting rights with respect to the underlying Class A ordinary shares represented by the ADSs in accordance with the provisions of the deposit agreement. Pursuant to the second amended and restated memorandum of association and articles of association of our company, or our current memorandum of association and articles of association, adopted on June 23, 2021, the minimum notice period required to convene a general meeting is 14 days, for as long as our Class A shares remain listed on the Hong Kong Stock Exchange. When a general meeting is convened, holders of ADSs may not receive sufficient notice of a shareholders' meeting to permit withdrawal of the underlying Class A ordinary shares represented by their ADSs to allow them to cast their votes with respect to any specific matter. In addition, the depository and its agents may not be able to send voting instructions to holders of ADSs or carry out your voting instructions in a timely manner. We will make all reasonable efforts to cause the depository to extend voting rights to holders of ADSs in a timely manner, but we cannot assure that holders of ADSs will receive the voting materials in time to ensure that they can instruct the depository to vote their ADSs. Furthermore, the depository and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote. As a result, holders of ADSs may not be able to exercise their right to vote and may lack recourse if the underlying ordinary shares represented by their ADSs are not voted as they requested. In addition, holders of ADSs will not be able to call a shareholders' meeting.

Except in limited circumstances, the depository for our ADSs will give us a discretionary proxy to vote the Class A ordinary shares underlying the ADSs if holders of these ADSs do not vote at shareholders' meetings, which could adversely affect the interests of the holders of our Class A ordinary shares and/or ADSs.

Under the deposit agreement for the ADSs, if you do not vote, the depository will give us a discretionary proxy to vote the Class A ordinary shares underlying your ADSs at shareholders' meetings unless:

- we have instructed the depository that we do not wish a discretionary proxy to be given;
- we have informed the depository that there is substantial opposition as to a matter to be voted on at the meeting;

- a matter to be voted on at the meeting would have a material adverse impact on shareholders; or
- the voting at the meeting is to be made on a show of hands.

The effect of this discretionary proxy is that holders of ADSs cannot prevent our underlying Class A ordinary shares represented by their ADSs from being voted, except under the circumstances described above. This may make it more difficult for shareholders to influence the management of our company. Holders of our ordinary shares are not subject to this discretionary proxy.

The right of our ADS holders to participate in any future rights offerings may be limited, which may cause dilution to holdings of our ADS holders.

We may from time to time distribute rights to our shareholders, including rights to acquire our securities. However, we cannot make rights available to holders of our ADSs in the United States unless we register both the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. Under the deposit agreement, the depository will not make rights available to ADS holders unless both the rights and the underlying securities to be distributed to ADS holders are either registered under the Securities Act or exempt from registration under the Securities Act. We are under no obligation to file a registration statement with respect to any such rights or securities or to endeavor to cause such a registration statement to be declared effective and we may not be able to establish a necessary exemption from registration under the Securities Act. Accordingly, our ADS holders may be unable to participate in our rights offerings and may experience dilution in their holdings.

Holders of our ADSs may not receive cash dividends if the depository decides it is impractical to make them available to them.

The depository will pay cash dividends on the ADSs only to the extent that we decide to distribute dividends on our Class A ordinary shares or other deposited securities. To the extent that there is a distribution, the depository of our ADSs has agreed to pay to holders of our ADSs the cash dividends or other distributions it or the custodian receives on our Class A ordinary shares or other deposited securities after deducting its fees and expenses. ADS holders will receive these distributions in proportion to the number of Class A ordinary shares their ADSs represent. However, the depository may, at its discretion, decide that it is inequitable or impractical to make a distribution available to any holders of ADSs. For example, the depository may determine that it is not practicable to distribute certain property through the mail, or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depository may decide not to distribute such property to holders of our ADSs.

Holders of our ADSs may be subject to limitations on transfer of their ADSs.

Our ADSs are transferable on the books of the depository. However, the depository may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depository may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depository are closed, or at any time if we or the depository deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

Certain judgments obtained against us by our shareholders may not be enforceable.

We are an exempted company with limited liability registered by way of continuation under the laws of the Cayman Islands. We primarily conduct our operations in the Chinese mainland and substantially all of our assets are located in the Chinese mainland. In addition, our directors and executive officers, and some of our experts reside within the Chinese mainland, and most of the assets of these persons are located within the Chinese mainland. As a result, it may be difficult or impossible for you to effect service of process within the United States or Hong Kong upon us or these persons, or to bring an action against us or against these persons in the United States or Hong Kong in the event that you believe that your rights have been infringed under the U.S. federal securities laws, Hong Kong laws or otherwise. Even if you are successful in bringing an action of this kind, the laws of the Cayman Islands and of the PRC may render you unable to enforce a judgment against our assets or the assets of our directors and officers.

There is no statutory enforcement in the Cayman Islands of judgments obtained in the Hong Kong courts or federal or state courts of the United States (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments). A judgment obtained in such jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands, provided such judgment (a) is given by a foreign court of competent jurisdiction, (b) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given, (c) is final and conclusive, (d) is not in respect of taxes, a fine or a penalty, (e) is not inconsistent with a Cayman Islands judgment in respect of the same matter, and (f) is not impeachable on the grounds of fraud and was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. However, the Cayman Islands courts are unlikely to enforce a judgment obtained from the U.S. or Hong Kong courts under civil liability provisions of the U.S. federal securities law or Hong Kong law if such judgment is determined by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. Because such a determination has not yet been made by a court of the Cayman Islands, it is uncertain whether such civil liability judgments from U.S. or Hong Kong courts would be enforceable in the Cayman Islands. A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

The recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. PRC courts may recognize and enforce foreign judgments in accordance with the requirements of the PRC Civil Procedures Law based either on treaties between China and the country where the judgment is made or on principles of reciprocity between jurisdictions. China does not have any treaties or other forms of reciprocity with the United States that provide for the reciprocal recognition and enforcement of foreign judgments. In addition, according to the PRC Civil Procedures Law, the PRC courts will not enforce a foreign judgment against us or our director and officers if they decide that the judgment violates the basic principles of PRC laws or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a PRC court would enforce a judgment rendered by a court in the United States.

Since we are a Cayman Islands exempted company, the rights of our shareholders may be more limited than those of shareholders of a company organized in the United States or Hong Kong.

Under the laws of some jurisdictions in the United States, majority and controlling shareholders generally have certain fiduciary responsibilities to the minority shareholders. Shareholder action must be taken in good faith, and actions by controlling shareholders which are obviously unreasonable may be declared null and void. Cayman Islands law protecting the interests of minority shareholders may not be as protective in all circumstances as the law protecting minority shareholders in some U.S. jurisdictions. In addition, the circumstances in which a shareholder of a Cayman Islands company may sue the company derivatively, and the procedures and defenses that may be available to the company, may result in the rights of shareholders of a Cayman Islands company being more limited than those of shareholders of a company organized in the United States.

Furthermore, our directors have the power to take certain actions without shareholder approval which would require shareholder approval under Hong Kong law or the laws of most U.S. jurisdictions. The directors of a Cayman Islands company, without shareholder approval, may implement a sale of any assets, property, part of the business, or securities of the company. Our ability to create and issue new classes or series of shares without shareholders' approval could have the effect of delaying, deterring or preventing a change in control without any further action by our shareholders, including a tender offer to purchase our ordinary shares at a premium over then current market prices.

Furthermore, our articles of association are specific to us and include certain provisions that may be different from common practices in Hong Kong, such as the absence of requirements that the appointment, removal and remuneration of auditors must be approved by a majority of our shareholders.

Our current memorandum and articles of association contains anti-takeover provisions that could discourage a third party from acquiring us and adversely affect the rights of holders of our Class A ordinary shares and/or ADSs.

Our current memorandum and articles of association contain certain provisions that could limit the ability of others to acquire control of our company, including a dual-class voting structure that gives disproportionate voting power to the Class B ordinary shares held by Max Smart Limited, a company beneficially owned through a trust wholly-owned by our chairman, Mr. Richard Qiangdong Liu and of which he is the sole director, and those held by Fortune Rising Holdings Limited of which Mr. Liu is the sole shareholder and sole director. As of February 28, 2023, Mr. Liu beneficially owned 73.9% of the aggregate voting power of our company, including 3.5% of the aggregate voting power of our company that he may exercise on behalf of Fortune Rising Holdings Limited. Fortune Rising Holdings Limited holds the shares for the purpose of transferring such shares to the plan participants according to our awards under our Share Incentive Plan, and administers the awards and acts according to our instruction. In addition, our current memorandum and articles of association also contains a provision that grants authority to our board of directors to establish and issue from time to time one or more series of preferred shares without action by our shareholders and to determine, with respect to any series of preferred shares, the terms and rights of that series. These provisions could have the effect of depriving our shareholders of the opportunity to sell their shares at a premium over the prevailing market price by discouraging third parties from seeking to obtain control of our company in a tender offer or similar transactions.

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to U.S. domestic public companies.

Because we qualify as a foreign private issuer under the Exchange Act, we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including:

- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q or current reports on Form 8-K;
- the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We are required to file an annual report within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis as press releases, distributed pursuant to the rules and regulations of Nasdaq. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. As a result, you may not be afforded the same protections or information that would be made available to you were you investing in a U.S. domestic issuer.

As a Cayman Islands exempted company, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards; these practices may afford less protection to shareholders than they would enjoy if we complied fully with Nasdaq corporate governance listing standards.

As a Cayman Islands exempted company listed on Nasdaq, we are subject to Nasdaq corporate governance listing standards. However, Nasdaq rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from Nasdaq corporate governance listing standards. For example, neither the Companies Act (As Revised) of the Cayman Islands nor our current memorandum and articles of association requires a majority of our directors to be independent and we could include non-independent directors as members of our compensation committee and nominating committee, and our independent directors would not necessarily hold regularly scheduled meetings at which only independent directors are present. If we choose to follow certain home country practice in the future, our shareholders may be afforded less protection than they otherwise would under Nasdaq corporate governance listing standards applicable to U.S. domestic issuers.

We may be classified as a passive foreign investment company for United States federal income tax purposes, which could subject United States investors in the ADSs or ordinary shares to significant adverse tax consequences.

A non-United States corporation, such as our company, will be classified as a PFIC for United States federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income or (ii) 50% or more of the value of its assets (generally determined on the basis of a quarterly average) during such year produce or are held for the production of passive income.

Although the law in this regard is unclear, we treat the consolidated variable interest entities as being owned by us for United States federal income tax purposes because we control their management decisions and we are entitled to substantially all of the economic benefits, and, as a result, we consolidate their results of operations in our U.S. GAAP financial statements and treat them as being owned by us for United States federal income tax purposes. If it were determined, however, that we are not the owner of the consolidated variable interest entities for United States federal income tax purposes, we may be treated as a PFIC for our taxable year ended December 31, 2022 and in future taxable years.

Based on our current income and assets and the value of our ADSs and outstanding ordinary shares, we do not believe that we were a PFIC for our taxable year ended December 31, 2022, and we do not expect to be classified as a PFIC in the current taxable year or the foreseeable future. Because PFIC status is a fact-intensive determination, no assurance can be given that we will not be classified as a PFIC for that year. While we do not anticipate becoming a PFIC, changes in the composition of our income or assets, or fluctuations in the market price of our Class A ordinary shares and/or ADSs, may cause us to become a PFIC for future taxable years. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our market capitalization, which may fluctuate over time. Among other factors, if our market capitalization subsequently declines, we may be or become classified as a PFIC for the current or future taxable years. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income or where we determine not to deploy significant amounts of cash for working capital or other purposes, our risk of becoming classified as a PFIC may substantially increase.

If we were to be or become a PFIC for any taxable year during which a U.S. Holder (as defined in “Item 10.E. Additional Information—Taxation—United States Federal Income Tax Considerations”) holds our ADSs or ordinary shares, certain adverse U.S. federal income tax consequences could apply to such U.S. Holder. See “Item 10.E. Additional Information—Taxation—United States Federal Income Tax Considerations.”

We incur increased costs as a result of being a public company.

As a public company, we incur significant accounting, legal and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and Nasdaq, have detailed requirements concerning corporate governance practices of public companies, including Section 404 of the Sarbanes-Oxley Act relating to internal controls over financial reporting. We expect these rules and regulations applicable to public companies to increase our accounting, legal and financial compliance costs and to make certain corporate activities more time-consuming and costly. Our management will be required to devote substantial time and attention to our public company reporting obligations and other compliance matters. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. We will also incur additional costs as a result of the listing of our Class A ordinary shares on the Hong Kong Stock Exchange. Our reporting and other compliance obligations as a public company may place a strain on our management, operational and financial resources and systems for the foreseeable future.

In the past, shareholders of a public company often brought securities class action suits against the company following periods of instability in the market price of that company’s securities. If we were involved in a class action suit, it could divert a significant amount of our management’s attention and other resources from our business and operations, which could harm our results of operations and require us to incur significant expenses to defend the suit. Any such class action suit, whether or not successful, could harm our reputation and restrict our ability to raise capital in the future. In addition, if a claim is successfully made against us, we may be required to pay significant damages, which could have a material and adverse effect on our financial condition and results of operations.

The different characteristics of the capital markets in Hong Kong and the U.S. may negatively affect the trading prices of our ADSs and Class A ordinary shares.

As a dual-listed company, we are subject to Hong Kong and Nasdaq listing and regulatory requirements concurrently. The Hong Kong Stock Exchange and Nasdaq have different trading hours, trading characteristics (including trading volume and liquidity), trading and listing rules, and investor bases (including different levels of retail and institutional participation). As a result of these differences, the trading prices of our ADSs and our Class A ordinary shares may not be the same, even allowing for currency differences. Fluctuations in the price of our ADSs due to circumstances peculiar to the U.S. capital markets could materially and adversely affect the price of our Class A ordinary shares, or vice versa. Certain events having significant negative impact specifically on the U.S. capital markets may result in a decline in the trading price of our Class A ordinary shares notwithstanding that such event may not impact the trading prices of securities listed in Hong Kong generally or to the same extent, or vice versa.

Exchange between our Class A ordinary shares and our ADSs may adversely affect the liquidity and/or trading price of each other.

Our ADSs are currently traded on Nasdaq. Subject to compliance with U.S. securities law and the terms of the deposit agreement, holders of our Class A ordinary shares may deposit Class A ordinary shares with the depository in exchange for the issuance of our ADSs. Any holder of ADSs may also withdraw the underlying Class A ordinary shares represented by the ADSs pursuant to the terms of the deposit agreement for trading on the Hong Kong Stock Exchange. In the event that a substantial number of Class A ordinary shares are deposited with the depository in exchange for ADSs or vice versa, the liquidity and trading price of our Class A ordinary shares on the Hong Kong Stock Exchange and our ADSs on Nasdaq may be adversely affected.

The time required for the exchange between Class A ordinary shares and ADSs might be longer than expected and investors might not be able to settle or effect any sale of their securities during this period, and the exchange of Class A ordinary shares into ADSs involves costs.

There is no direct trading or settlement between Nasdaq and the Hong Kong Stock Exchange on which our ADSs and our Class A ordinary shares are respectively traded. In addition, the time differences between Hong Kong and New York and unforeseen market circumstances or other factors may delay the deposit of Class A ordinary shares in exchange of ADSs or the withdrawal of Class A ordinary shares underlying the ADSs. Investors will be prevented from settling or effecting the sale of their securities during such periods of delay. In addition, there is no assurance that any exchange of Class A ordinary shares into ADSs (and vice versa) will be completed in accordance with the timelines investors may anticipate.

Furthermore, the depository for the ADSs is entitled to charge holders fees for various services including for the issuance of ADSs upon deposit of Class A ordinary shares, cancellation of ADSs, distributions of cash dividends or other cash distributions, distributions of ADSs pursuant to share dividends or other free share distributions, distributions of securities other than ADSs and annual service fees. As a result, shareholders who exchange Class A ordinary shares into ADSs, and vice versa, may not achieve the level of economic return the shareholders may anticipate.

We are exposed to risks associated with the potential spin-off of one or more of our businesses.

We are exposed to risks associated with the potential spin-off of one or more of our businesses. On December 8, 2020, we completed the spin-off and listing of JD Health, a consolidated subsidiary of our company, on the Main Board of the Hong Kong Stock Exchange. On May 28, 2021, we completed the spin-off and listing of JD Logistics, a consolidated subsidiary of our company, on the Main Board of the Hong Kong Stock Exchange. On March 30, 2023, each of JD Property and JD Industrials, through their respective joint sponsors, submitted a listing application form (Form A1) to the Hong Kong Stock Exchange to apply for the listing of, and permission to deal in, their respective shares on the Main Board of the Hong Kong Stock Exchange. There is no assurance as to whether or when any of the proposed listings may take place. We may continue to explore the ongoing financing requirements for our various other businesses and may consider a spin-off listing for one or more of those businesses. We cannot assure you that any spin-off will ultimately be consummated, any such spin-off will be subject to market conditions at the time and approval by the listing committee of the Hong Kong Stock Exchange or other equivalent regulatory agencies. In the event that we proceed with a spin-off, our interest in the entity to be spun-off (and its corresponding contribution to the financial results of our company) will be reduced accordingly.

An active trading market for our Class A ordinary shares on the Hong Kong Stock Exchange might not develop or be sustained and trading prices of our Class A ordinary shares might fluctuate significantly.

Since the listing of our Class A ordinary shares on the Hong Kong Stock Exchange, we have consistently been an actively-traded company on the Hong Kong Stock Exchange. However, we cannot assure you that an active trading market for our ordinary shares on the Hong Kong Stock Exchange will be sustained. The trading price or liquidity for our ADSs on Nasdaq might not be indicative of those of our Class A ordinary shares on the Hong Kong Stock Exchange. If an active trading market of our ordinary shares on the Hong Kong Stock Exchange is not sustained, the market price and liquidity of our ordinary shares could be materially and adversely affected.

In 2014, the Hong Kong, Shanghai and Shenzhen Stock Exchanges collaborated to create an inter-exchange trading mechanism called Stock Connect that allows international and mainland Chinese investors to trade eligible equity securities listed in each other's markets through the trading and clearing facilities of their home exchange. Stock Connect currently covers over 2,000 equity securities trading in the Hong Kong, Shanghai and Shenzhen markets. Stock Connect allows mainland Chinese investors to trade directly in eligible equity securities listed on the Hong Kong Stock Exchange, known as Southbound Trading; without Stock Connect, mainland Chinese investors would not otherwise have a direct and established means of engaging in Southbound Trading. In October 2019, the Shanghai and Shenzhen Stock Exchanges separately announced their amended implementation rules in connection with Southbound Trading to include shares of companies of a dual-class voting structure to be traded through Stock Connect. However, since these rules are relatively new, there remains uncertainty as to the implementation details, especially with respect to shares of those companies with a secondary listing on the Hong Kong Stock Exchange. It is unclear whether and when the Class A ordinary shares of our company, which has a dual-class voting structure with a secondary listing in Hong Kong, will be eligible to be traded through Stock Connect, if at all. The ineligibility or any delay of our Class A ordinary shares for trading through Stock Connect will affect mainland Chinese investors' ability to trade our Class A ordinary shares and therefore may limit the liquidity of the trading of our Class A ordinary shares on the Hong Kong Stock Exchange.

There is uncertainty as to whether Hong Kong stamp duty will apply to the trading or conversion of our ADSs.

In connection with our initial public offering of Class A ordinary shares in Hong Kong, or the Hong Kong IPO, we have established a branch register of members in Hong Kong, or the Hong Kong share register. Our Class A ordinary shares that are traded on the Hong Kong Stock Exchange, including those to be issued in the Hong Kong IPO and those that may be converted from ADSs, are registered on the Hong Kong share register, and the trading of these Class A ordinary shares on the Hong Kong Stock Exchange will be subject to the Hong Kong stamp duty. To facilitate ADS-ordinary share conversion and trading between Nasdaq and the Hong Kong Stock Exchange, we also moved a portion of our issued Class A ordinary shares from our register of members maintained in the Cayman Islands to our Hong Kong share register.

Under the Hong Kong Stamp Duty Ordinance, any person who effects any sale or purchase of Hong Kong stock, defined as stock the transfer of which is required to be registered in Hong Kong, is required to pay Hong Kong stamp duty. The stamp duty is currently set at 0.13% (rounded up to the nearest dollar) on the value of the transaction, on both the buyer and the seller.

To the best of our knowledge, Hong Kong stamp duty has not been levied in practice on the trading or conversion of ADSs of companies that are listed in both the United States and Hong Kong and that have maintained all or a portion of their ordinary shares, including ordinary shares underlying ADSs, in their Hong Kong share registers. However, it is unclear whether, as a matter of Hong Kong law, the trading or conversion of ADSs of these dual-listed companies constitutes a sale or purchase of the underlying Hong Kong-registered ordinary shares that is subject to Hong Kong stamp duty. We advise investors to consult their own tax advisors on this matter. If Hong Kong stamp duty is determined by the competent authority to apply to the trading or conversion of our ADSs, the trading price and the value of your investment in our Class A ordinary shares and/or ADSs may be affected.

Item 4. Information on the Company

A. History and Development of the Company

Our Corporate History

Our chairman, Mr. Richard Qiangdong Liu, launched an online retail website in January 2004. He subsequently formed a company in Beijing and another company in Shanghai and conducted his online retail business through these two companies. In April 2007, we established a wholly-owned PRC subsidiary, Beijing Jingdong Century Trade Co., Ltd., or Jingdong Century, and we acquired certain intellectual property rights from the two companies Mr. Liu had established earlier, which ceased business operations and were later liquidated and dissolved.

In November 2006, we incorporated Star Wave Investments Holdings Limited under the laws of the British Virgin Islands as our offshore holding company in order to facilitate international financing. We later changed the name of this entity to 360buy Jingdong Inc. In January 2014, 360buy Jingdong Inc. was redomiciled in the Cayman Islands as an exempted company registered under the laws of the Cayman Islands, and was renamed JD.com, Inc.

We have established subsidiaries inside and outside of China and assisted in establishing PRC consolidated variable interest entities to conduct our business operations.

The significant subsidiaries that conduct business operations in China include, among others, the following:

- Jingdong Century, established in April 2007, and certain of its subsidiaries in China, which primarily engage in retail business;
- Shanghai Shengdayuan Information Technology Co., Ltd., or Shanghai Shengdayuan, which was established in April 2011 and primarily operates our online marketplace business; and
- Xi'an Jingxundi Supply Chain Technology Co., Ltd., or Xi'an Jingxundi, which was established in May 2017 and primarily provides technology and consulting services relating to logistics services.

The significant consolidated variable interest entities and their subsidiaries that conduct our business operations in China include, among others, the following:

- Jingdong 360, which was established in April 2007 and holds our ICP license as an internet information provider and operates our www.jd.com website;
- Jiangsu Yuanzhou, which was established in September 2010 and primarily engages in the business of selling books, audio and video products;
- Xi'an Jingdong Xincheng, which was established in June 2017 and primarily provides technology and consulting services relating to logistics services;
- Jiangsu Jingdong Bangneng, which was established in August 2015 and primarily engages in business of investment management; and
- Suqian Juhe, which was established in June 2020 and primarily provides enterprise management services.

We also conduct certain of our business operations through other consolidated variable interest entities and their subsidiaries, including Suqian Jingdong Tianning Jiankang Technology Co., Ltd., or Suqian Jingdong Tianning, which was established in June 2019 and primarily provides pharmacy sales and healthcare services in connection with JD Health's operations.

On May 22, 2014, our ADSs commenced trading on Nasdaq under the symbol "JD." We raised from our initial public offering approximately US\$1.5 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses.

On June 18, 2020, our Class A ordinary shares commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "9618." We raised from our global offering in connection with the listing in Hong Kong approximately RMB31.3 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses.

Our Strategic Cooperations

Strategic Cooperation with Tencent

On March 10, 2014, we acquired certain e-commerce businesses and assets from, and entered into a strategic cooperation agreement and formed a strategic partnership with Tencent, a leading internet company serving the largest online community in China. Tencent offers a wide variety of internet services in China, including social communications, online games and digital content and payment. Under the strategic partnership, Tencent offers us prominent access points in its mobile apps Weixin and Mobile QQ and provide us with traffic and other support from other key platforms, which has helped us generate mobile user traffic from Tencent's large mobile user base and enhance our customers' mobile shopping experience. The two parties agree to cooperate in a number of areas including mobile-related products, social networking services, membership systems and payment solutions. The strategic cooperation agreement applies within the territory of China. Under the strategic cooperation agreement, we are Tencent's preferred partner for all physical goods e-commerce businesses, and Tencent agrees not to engage in any retail or managed marketplace business model in physical goods e-commerce businesses in China and a few selected international markets for a period of eight years, other than through its controlled affiliate Shanghai Icson E-Commerce Development Company Limited, or Shanghai Icson.

On May 10, 2019, we renewed the strategic cooperation agreement with Tencent for a period of three years starting from May 27, 2019. Tencent continued to offer us prominent level 1 and level 2 access points on its Weixin platform to provide traffic support, and the two companies continued to cooperate in a number of areas including communications, advertising and membership services, among others. Such traffic support, advertising spending and other cooperation amounted to over US\$800 million, which was paid or spent over the next three years. We agreed to issue to Tencent a certain number of our Class A ordinary shares for a total consideration of approximately US\$250 million at prevailing market prices at certain pre-determined dates during the subsequent three-year period, of which 8,127,302, 2,938,584 and 1,914,998 of our Class A ordinary shares were issued in May 2019, May 2020 and June 2021, respectively. The issuance of Class A ordinary shares of US\$250 million formed part of the total amount of US\$800 million that was paid or spent for the traffic support, advertising and other cooperation from Tencent under the strategic cooperation agreement.

On March 25, 2022, Tencent completed a distribution of approximately 460 million Class A ordinary shares of our company owned by Tencent to its shareholders. Following the distribution, Tencent's shareholding in us was below 5% pursuant to a 13G amendment file by Tencent Holdings Limited and Huang River Investment Limited with the SEC on March 30, 2022 and the shareholders of Tencent who receive our shares in the distribution have become our shareholders. We and Tencent continue to maintain our mutually beneficial business relationship, including our ongoing strategic partnership agreement. On June 29, 2022, we renewed the strategic cooperation agreement with Tencent for another period of three years. Tencent continues to offer us prominent Level I and Level II access points on its Weixin platform to provide traffic support, and we also continue to cooperate in a number of areas including communications, technology services, marketing and advertising, and membership services, among others. The value of such cooperation is to be paid or spent in cash and in the form of our shares combined over the next three years. As a part of the total consideration, we agreed to issue to Tencent a certain number of our Class A ordinary shares for a consideration of up to US\$220 million by reference to prevailing market prices at certain pre-determined dates during the three-year period, of which 2,164,326 of our Class A ordinary shares were issued in July 2022. The two parties are leveraging this mutually beneficial partnership to provide better and more convenient shopping experience for users.

Strategic Cooperation with Walmart

In June 2016, we entered into a series of agreements with Walmart Inc., or Walmart, in relation to our strategic alliance, pursuant to which Walmart subscribed for 144,952,250 of our newly issued Class A ordinary shares, representing approximately 5% of our total issued and outstanding shares on a fully diluted basis at the time. As of February 28, 2023, Walmart held Class A ordinary shares representing approximately 9.2% of our total issued and outstanding shares. As part of our strategic alliance with Walmart, we acquired ownership of the Yihaodian marketplace platform assets, including the Yihaodian brand, mobile apps and websites. We have collaborated with Walmart on e-commerce, including launching Sam's Club Flagship Store and Walmart Flagship Store on www.jd.com website, as well as Sam's Club Global Flagship Store, Walmart Global Flagship Store, ASDA Flagship Store and several category global stores to sell specific category products (for example Walmart Beauty and Personal Care Global Store) on JD Worldwide and a one-hour delivery service from Walmart Stores and Sam's Clubs in select cities through the JD Daojia app. As part of the strategic alliance, we also entered into an eight-year non-compete arrangement with Walmart, subject to certain conditions and exceptions.

Developments of Our Subsidiaries

JD Logistics

JD Logistics is a leading technology-driven supply chain solutions and logistics services provider, and its shares are listed on the Main Board of the Hong Kong Stock Exchange. JD Logistics has been operating as an internal logistics department of us since 2007 and as a stand-alone business segment since April 2017. JD Logistics offers a full spectrum of supply chain solutions and high-quality logistics services enabled by technology, ranging from warehousing to distribution, spanning across manufacturing to end-customers, covering regular and specialized items. On May 28, 2021, shares of JD Logistics commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "2618." JD Logistics raised from the global offering in connection with the listing in Hong Kong approximately RMB22.9 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses. JD Logistics remains our consolidated subsidiary after its listing.

In August 2020, JD Logistics acquired a controlling interest in Kuayue-Express Group Co., LTD., or Kuayue Express, a renowned modern integrated express transportation enterprise specializing in "limited-time express service" in China, for a total consideration of approximately RMB3 billion through a combination of acquiring existing shares and subscribing for newly issued shares of Kuayue Express.

In March 2022, JD Logistics entered into a series of agreements in relation to the proposed acquisition of Deppon Logistics Co., Ltd ("Deppon"). Pursuant to the transaction agreements, JD Logistics would acquire approximately 99.99% of the equity interest in Ningbo Meishan Baoshui Area Deppon Investment Holding Company Limited, or Deppon Holdco, which in turn holds a total of approximately 66.50% of the issued share capital of Deppon, for a total consideration of approximately RMB9.0 billion. On July 26, 2022, JD Logistics completed the acquisition of more than 50% equity interest in Deppon Holdco, being the first tranche of the staggered acquisition arrangement. As a result, Deppon Holdco (including Deppon and its subsidiaries) has become a subsidiary of JD Logistics, and its financial results, except for that of certain excluded business, have been consolidated into JD Logistics's consolidated financial statements. On March 25, 2022, JD Logistics entered into a placing agreement, pursuant to which JD Logistics had agreed to issue 150,500,000 of its ordinary shares to a group of third-party investors for a total purchase price of approximately US\$398 million in a placement (the "JDL Placement"). Concurrently, through our wholly-owned subsidiary, we had entered into a subscription agreement with JD Logistics, pursuant to which the subsidiary had agreed to subscribe for, and JD Logistics had agreed to issue 261,400,000 ordinary shares of JD Logistics, at the same per share price for the JDL Placement, for a total purchase price of approximately US\$692 million in cash (the "JD Subscription"). On April 1, 2022, the JDL Placement was completed in accordance with the terms and conditions of the placing agreement. The net proceeds from the placing amounted to approximately HK\$3,102 million. On May 26, 2022, the JD Subscription was completed, upon which we maintained our shareholding in JD Logistics at more than 63% and continued to consolidate JD Logistics's financial results into our financial statements.

JD Health

JD Health is one of the largest online healthcare platforms in China, the shares of which are listed on the Main Board of Hong Kong Stock Exchange. JD Health is also pioneering the digitalization and transformation of the healthcare industry. Over the past few years, JD Health is building a comprehensive “Internet + healthcare” ecosystem, providing pharmaceutical and healthcare products and internet healthcare services to the customers. On December 8, 2020, shares of JD Health commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code “6618.” JD Health raised from the global offering in connection with the listing in Hong Kong approximately RMB25.7 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses. JD Health remains our consolidated subsidiary after its listing.

JD Property

In 2018, we established JD Property, our infrastructure asset management and integrated service platform for developing and managing modern infrastructure to support JD Logistics and third parties.

On March 10, 2021, JD Property entered into definitive agreements for its non-redeemable series A preference share financing with co-lead investors Hillhouse Investment and Warburg Pincus, among others. The total amount raised was US\$703 million. In March 2022 and June 2022, JD Property entered into definitive agreements for its non-redeemable series B preferred share financing with investors led by Hillhouse Investment, Warburg Pincus, and one leading global institutional investor, among others. The total amount raised in this round was approximately US\$800 million. We remain to be the majority shareholder of JD Property after the two rounds of financings. On March 30, 2023, JD Property, through its joint sponsors, submitted a listing application form (Form A1) to the Hong Kong Stock Exchange to apply for the listing of, and permission to deal in, its shares on the Main Board of the Hong Kong Stock Exchange. There is no assurance as to whether or when the proposed listing may take place.

On September 1, 2021, JD Property entered into a sale and purchase agreement in relation to the acquisition of CNLP, pursuant to which JD Property conditionally agreed to acquire 916,488,000 shares of CNLP, representing approximately 26.38% of the issued share capital of CNLP, for a total consideration of approximately HK\$3,986.7 million in cash, representing a value of HK\$4.35 per share. CNLP is principally engaged in the leasing of storage facilities and the related management services in the PRC. The transaction was completed on January 28, 2022, upon which JD Property had accumulatively acquired 1,286,011,999 shares of CNLP, representing approximately 37.02% of the issued share capital of CNLP. On March 1, 2022, immediately following the resignation of certain members of the board of directors of CNLP, it was deemed that JD Property had gained control of CNLP and hence CNLP became a consolidated subsidiary of JD Property. In May 2022, JD Property had received valid acceptance of more than 90% of the offer shares and disinterested shares respectively, which satisfied the condition for compulsory acquisition of the remaining shares of CNLP. JD Property subsequently exercised its rights pursuant to Section 88 of the Companies Act (2021 Revision) of the Cayman Islands to acquire the remaining shares of CNLP on the same terms as the initial share purchase. CNLP also repurchased and canceled all of its outstanding convertible bonds. On July 14, 2022, JD Property completed the acquisition and privatization of CNLP, and CNLP became a wholly-owned subsidiary of JD Property. The listing of CNLP was subsequently withdrawn from the Hong Kong Stock Exchange on July 15, 2022. In addition, CNLP completed the repurchase and cancellation all of its HK\$1,109 million 6.95% convertible bonds due 2024 (the “2024 Convertible Bonds”) listed on the Hong Kong Stock Exchange on July 18, 2022, and the listing of the 2024 Convertible Bonds was withdrawn on July 26, 2022.

JD Industrials

In April and December 2020 and March 2023, JD Industrials, our subsidiary which is the leading industrials supply chain technology and service provider in China, entered into definitive agreements for non-redeemable series A, series A-1 and series B preference share financing (“JD Industrials Series A, A-1 and B Preference Shares”) with a group of third-party investors. The total amount of financing arising from JD Industrials Series A, A-1 and B Preference Shares was approximately US\$545 million. Upon completion of these financings, we hold approximately 78% of the issued and outstanding shares of JD Industrials. On March 30, 2023, JD Industrials, through its joint sponsors, submitted a listing application form (Form A1) to the Hong Kong Stock Exchange to apply for the listing of, and permission to deal in, its shares on the Main Board of the Hong Kong Stock Exchange. There is no assurance as to whether or when the proposed listing may take place.

Jiangsu Five Star

In April 2019, we completed an investment in Jiangsu Five Star, one of the leading offline retailers of home appliances and consumer electronics in China. We acquired 46% of Jiangsu Five Star's total shares from its existing shareholder for a total purchase price of RMB1.27 billion with a combination of cash and assumption of the seller's debt. Following this investment, we and Jiangsu Five Star leverage each other's industry expertise and strength to explore new growth opportunities in the area of omni-channel strategy and aim to provide consumers with a fully-integrated, smart online and offline shopping experience. In addition, we provided a loan of approximately RMB1.02 billion to the seller. We are also entitled to certain collateral and investor rights pursuant to the related definitive agreements. In the second quarter of 2020, we further acquired 54% equity interest and consolidated Jiangsu Five Star by converting the loan of RMB1.02 billion and assuming the seller's RMB428 million debt owed to Jiangsu Five Star.

Dada

Dada is a Nasdaq-listed company and a leading local on-demand delivery and retail platform in China. It operates JDDJ, one of China's largest local on-demand retail platforms for retailers and brand owners, and Dada Now, a leading local on-demand delivery platform open to merchants and individual senders across various industries and product categories.

In April 2016, we completed the transaction with Dada, pursuant to which our online-to-offline business, JD Daojia, became a subsidiary of Dada and we contributed certain resources and US\$200 million in cash in exchange for newly issued equity interest in Dada. In December 2017, we exercised our warrant to acquire additional preferred shares of Dada. In August 2018, in conjunction of Dada's Series F round financing with Walmart, we further invested US\$180 million to acquire the newly issued preferred shares of Dada. We have formed an extensive cooperation relationship with Dada, as its local on-demand delivery and retail capabilities support our innovative projects and omni-channel strategy, together bringing consumers the most convenient and advanced shopping experience. In June 2020, the ADSs of Dada commenced trading on the Nasdaq Global Select Market under the symbol "DADA."

On March 22, 2021, we, through a subsidiary, entered into a share subscription agreement with Dada, and further entered into an amendment to share subscription agreement on February 25, 2022. At closing that occurred on February 28, 2022, Dada issued to us 109,215,017 ordinary shares, for a total consideration of (i) an aggregate purchase price of US\$546 million in cash, and (ii) our signing and delivery of a business cooperation agreement to Dada, pursuant to which we will provide certain strategic resources to Dada. Immediately following the closing, we held approximately 52% of Dada's issued and outstanding shares and began to consolidate the financial results of Dada into ours. As of December 31, 2022, we owned approximately 53% issued and outstanding shares of Dada.

Our Major Investments

JD Technology

Since 2017, JD Technology has made remarkable progress in the field of digital technology and is now a leading technology service provider in China, enabling corporates and organizations across industries to achieve digitalization and intelligentization and fueling their growth through accessible financial solutions. In June 2020, we entered into agreements with JD Technology, pursuant to which we have, through a consolidated PRC domestic company, acquired an aggregate of 36.8% equity interest in JD Technology by converting our profit sharing right pursuant to the framework agreement between us and JD Technology and investing additional RMB1.78 billion in cash in JD Technology. The framework agreement, including the profit-sharing arrangement between JD Technology and us, was terminated, and JD Technology has become our equity method investee. In connection with the acquisition of equity interests in JD Technology, we have entered into a series of agreements with JD Technology which set forth the rights of JD as a shareholder. Pursuant to these agreements, we continue to enjoy substantially all the rights that we had under the framework agreement; provided that certain rights such as the right to liquidity event payment had been terminated upon our conversion of the profit sharing right into equity interest in JD Technology. Pursuant to these agreements, certain of our rights under these agreements should be terminated immediately the day before JD Technology submits its application for an initial public offering. These rights, however, will be restored in the event the initial public offering application is rejected by the relevant authorities or withdrawn by JD Technology.

In addition, on June 20, 2020, the shareholders of JD Technology passed a unanimous resolution to restructure JD Technology as a company limited by shares and adopt the dual class voting structure. The shares held by Mr. Richard Qiangdong Liu and Suqian Linghang Fangyuan Equity Investment Center (Limited Partnership), or Suqian Linghang Fangyuan, an entity controlled by Mr. Liu, were entitled to ten votes per share, while Mr. Liu and Suqian Linghang Fangyuan must abstain from voting on any related party transaction with JD Technology. As a result of this dual class voting structure, as of February 28, 2023, we held approximately 22.1% voting power, and Mr. Richard Qiangdong Liu and Suqian Linghang Fangyuan together held 52.4% of the total voting power of JD Technology.

On March 31, 2021, we entered into definitive agreements with JD Technology relating to the reorganization of our cloud computing and artificial intelligence business ("JD Cloud & AI"). Pursuant to the definitive agreements, we transferred JD Cloud & AI and additional RMB4 billion in cash, as consideration in exchange for newly issued ordinary shares of JD Technology. To support the smooth business transition of JD Cloud & AI, we also transferred some equipment and reserved some restricted share units of us for the employees of JD Cloud & AI, for which JD Technology paid cash consideration. Upon completion of the transactions on March 31, 2021, JD Cloud & AI was deconsolidated from our consolidated financial statements, and our equity interest in JD Technology increased from 36.8% to 41.7%.

Yonghui

In August 2015, we entered into definitive agreements with Yonghui, pursuant to which we subscribed for newly issued ordinary shares of Yonghui with a consideration of RMB4.23 billion. In May 2018, we made an additional investment of RMB1.2 billion to acquire additional ordinary shares from the existing shareholders of Yonghui. In 2020, we made further investment of RMB1.0 billion to acquire additional ordinary shares from the existing shareholders of Yonghui. As of December 31, 2022, we held approximately 13% of Yonghui's issued and outstanding ordinary shares. In addition, we have formed a strategic partnership with Yonghui to strengthen supply chain management capability primarily through joint procurement, and will continue to explore development opportunities in online-to-offline initiatives and other areas of potential strategic cooperation.

China Unicom

In August 2017, we entered into a conditional share subscription agreement with China Unicom, a Chinese telecommunications operator in relation to our investment of approximately RMB5 billion in cash to subscribe for certain privately issued shares of China Unicom. Concurrently, we, through a PRC affiliate, also entered into a strategic business cooperation agreement with China Unicom.

Wanda Commercial Properties

In January 2018, we, along with Tencent, entered into a strategic partnership agreement with Wanda Commercial Properties, a leading developer, owner and operator of commercial properties in China, and its major shareholder, Dalian Wanda Group Co., Ltd. Pursuant to the agreement, we invested RMB5 billion to purchase the shares of Wanda Commercial Properties from its existing shareholders.

ATRenew (formerly known as AiHuiShou)

In June 2019, we completed an investment of approximately RMB3.38 billion in ATRenew, a leading pre-owned consumer electronics transactions and services platform in China. In connection with this investment, we merged our Paipai Secondhand business with and into ATRenew with certain exclusive traffic resources for the next five years, and additionally invested a certain amount of cash in exchange for additional preferred shares of ATRenew. In September and December 2020, we completed additional investments of RMB401 million in cash in ATRenew. In addition, we made an additional investment of RMB129 million in ATRenew in April 2021 and RMB321 million to acquire its ADSs in connection with its initial public offering in June 2021. The ADSs of ATRenew commenced trading on the New York Stock Exchange in June 2021. As of December 31, 2022, we owned approximately 33% issued and outstanding shares of ATRenew.

Xingsheng

In December 2020, we invested approximately US\$700 million to purchase newly issued preferred shares of Xingsheng. Xingsheng is a leading community group buying e-commerce platform that serves community families with fresh foods and daily necessities.

B. Business Overview

Overview

We are a leading supply chain-based technology and service provider. We generated total net revenues of RMB745.8 billion, RMB951.6 billion and RMB1,046.2 billion (US\$151.7 billion) in 2020, 2021 and 2022, respectively. We generated net income of RMB49.3 billion in 2020, and incurred net loss of RMB4.5 billion and generated net income of RMB9.7 billion (US\$1.4 billion) in 2021 and 2022, respectively.

Overview of Our E-commerce Business

We believe our scale and market leadership are built upon our competitive edge in customer experience and operational efficiency, as well as our commitment to strategically invest in technology and logistics infrastructure for the long term.

Providing superior customer experience is our top priority. Our e-commerce business offers customers a wide selection of authentic products at competitive prices. We have built and operate our own nationwide fulfillment infrastructure that supports our e-commerce business. Our speedy, efficient and reliable fulfillment services ensure a high degree of customer satisfaction. We offer an enjoyable online shopping experience mainly through our content-rich, user-friendly and highly personalized mobile apps and website www.jd.com. We also provide comprehensive customer services and convenient payment options. Owing to the superior customer experience we provide, our loyal customer base has expanded rapidly.

We operate online retail and marketplace e-commerce businesses. In our online retail business, we purchase products from suppliers and sell them directly to our customers. We offer a wide range of product categories through our online retail business, including electronics products, home appliances and a large variety of other general merchandise categories. We have established strong relationships with our suppliers as our online retail business grows rapidly over time. As of December 31, 2022, we sourced products from over 45,000 suppliers.

Timely and reliable fulfillment is critical to our success. Leveraging this nationwide fulfillment capability, we deliver a majority of the orders to customers by ourselves. Since 2020, we further improved our efficiency in more cities, especially the less developed areas, as we continued to expand our same day and next day delivery service in these areas. Our fulfillment services have been proven to be highly reliable in response to customer needs, particularly in the event of business disruptions, such as during the COVID-19 outbreak.

We launched our online marketplace in October 2010, and have since then been continually adding third-party merchants and introducing new products and services, including premium international brands, to our customers. Merchants on our online marketplace are held to high standards for transacting with our customers. We aim to offer our customers with consistently high-quality online shopping experience regardless they purchase from us or third-party merchants. To this end, we require all third-party merchants to meet our strict standards for product authenticity and service reliability, and closely monitor their performance and activities on our online marketplace.

We provide a variety of digital marketing services to marketers on our e-commerce platform, including suppliers to our online retail business, third-party merchants on our online marketplace and other partners. Powered by AI technology, our digital marketing platform provides our marketing customers with comprehensive digital branding and performance-based marketing solutions and various effective measurement tools, which help them reach targeted audiences, attract and retain customers and improve their returns. Our digital marketing platform also features automatic marketing operation including online marketing message creation, targeting, bidding, deployment and budget allocation, which enables marketers to manage their digital marketing strategy and spending in a convenient and efficient manner.

We are exploring a variety of omni-channel initiatives to meet our customers' ever-growing demand. We believe we are well-positioned to empower traditional offline retailers by capitalizing on our strong online presence, industry know-how and omni-channel technology and systems. We collaborate with Walmart on e-commerce by launching Walmart and Sam's Club Flagship Stores on our platform and providing fulfillment solutions to them. Through our strategic partnership with Dada, a leading local on-demand delivery and retail platform in China, whose financial results were consolidated by us since February 28, 2022, Dada has been cooperating with JD Logistics to provide our customers with on-demand and last-mile delivery services of a wide selection of grocery and other fresh products through JD Daojia. We are also exploring in the offline retail market through 7FRESH, our offline fresh food markets, experimenting on the omni-channel model.

Our proprietary and scalable technology platform enhances user experience, improves operating efficiency and supports the growth in our e-commerce business. Leveraging machine-learning technology and massive data sets amassed from online purchase behaviors, we curate personalized product recommendations and push targeted promotions. We utilize AI technology to refine our merchandise sourcing strategy, allowing us to efficiently manage our inventory and control cost. With consumer insights generated from big data analytics, we provide tailor-made products through customer-to-manufacturer production, which increase sales and enhance customer satisfaction.

Overview of Our Supply Chain-based Technologies and Services

We are a leading supply chain-based technology and service provider. We take a holistic view on the supply chain covering from upstream manufacturing and procurement, logistics, distribution and retail to end customers.

With our leading position in the retail industry, we have established strong relationships with numerous suppliers, brands and partners. We leverage such relationships and our retail technology capability to provide them with a variety of service solutions. Over the past decade, we have also built a highly scalable and reliable logistics infrastructure and technology platform for our retail business. We are opening up logistics infrastructure and technology platform to third parties with comprehensive logistic services and technology solutions.

Technology is crucial to our achievements today and continued success in the future. It enables better customer experience, more customer cost savings and higher efficiency, while it also serves as a foundation to export our capabilities to enhance productivity and innovation across a multitude of industries in China.

Logistics Services

We made our strategic decision in 2007 to invest in and build our own nationwide fulfillment infrastructure. As of December 31, 2022, our nationwide fulfillment infrastructure covered almost all counties and districts across China, with a network of over 1,500 warehouses with an aggregate gross floor area of over 30 million square meters, including warehouse space managed under the JD Logistics Open Warehouse Platform. In addition, we had a team of 362,171 warehouse and delivery personnel as of December 31, 2022. Our value proposition is to empower our customers’ supply chains and substantially improve their operational efficiencies, which in turn enhance their own customer experience and stickiness. We help our customers reduce redundant distribution layers, improve the agility of their supply chains, and optimize inventory management. Our solutions are powered by our proprietary technology, industry know-how and insights of product merchandizing.

Our Retail Technology Services and Other Technology Initiatives

Capitalizing on our retail data, infrastructure and technology, we commercialize our retail capability into services we offer to brands and partners in the retail industry. Through such services, we believe we can create, together with our partners, a more advanced and comprehensive retail ecosystem to reach and serve more consumers, wherever and whenever they shop.

We operate a technology service platform Kepler which provides comprehensive services for our partners to conduct online retail leveraging traffic on third-party channels. For example, we help brands set up mini programs on Tencent’s Weixin and provide one-stop services including mini-program creation, product selection and pricing, digital marketing, inventory management, fulfillment and customer services. Such services are especially valuable for brands with less sophisticated online retail experience but wish to boost sales through emerging mobile internet channels. In addition, powered by predictive analytics utilizing AI and big data, we also offer services to traditional brick-and-mortar retailers to optimize offline stores’ operation by recommending product selection based on local consumers’ preferences while managing stocks at optimum inventory level.

We have developed robust supply-chain based technology in three key areas, namely AI, Big data analytics and Cloud computing. We have world-class scientists and a large team of AI engineers. Our technology achievements have been well recognized globally. For example, we built a smart supply-chain platform that includes application-level products supporting many use cases that are applicable to our business as well as the ecosystem.

Core Philosophy

Putting customers first is always our core philosophy, as illustrated by the following:



- Our team is the foundation of our company. We have built a strong and dedicated team and made significant efforts in hiring, training and retaining the best talent.
- Technology is a key contributor to maintaining our competitive advantage. Upgrading core technologies can effectively reduce cost, improve operating efficiency, and deliver best-in-class customer experience. In order to achieve sustainable future growth, we have been heavily investing in technology innovation and will continue to do so. Our technology strategy focuses on three key areas, namely: AI, Big Data and Cloud. By adopting a middle platform model and compartmentalizing the IT components and standard APIs in our IT architecture, we have greatly enhanced R&D efficiency, and accelerated business innovation. More importantly, this has enabled us to offer more value-added technology services to our clients across a wide spectrum of industries.

- To create value for our customers, partners and society, we make continuous efforts to reduce cost, improve efficiency, and deliver better customer experiences:
- Our technology and data-driven management employ an array of key performance indicators to minimize costs and maximize efficiency in our operations;
- We continue to encourage innovation with our partners in order to offer customers a holistic shopping experience through both online and offline channels, thereby increasing customer loyalty; and
- We continuously open up our infrastructure, such as logistics, systems and technologies, to our business partners to develop more innovative solutions that could reduce cost and/or enhance efficiency for society as a whole.

As a result, we are able to offer a broad selection of products, services and solutions at competitive prices as well as excellent experiences. We strive to deliver a sustainable best-in-class customer experience that leads to more loyalty and commitment.

Our Growth Strategies

Our strategies are centered on sustainable and quality growth, which we expect to achieve by further solidifying the market leadership of our e-commerce business, and developing our supply chain-based technology service capabilities to empower the players across the industry value chain. Our team, organization structure and corporate culture undergird the successful execution of our growth strategies.

We will further grow our scale to strengthen our competitive advantages and achieve even greater economies of scale. With our continuous growth in scale and further enhancement of our procurement capabilities and partnerships with our third-party merchants, we can deliver stronger value propositions to our customers, especially everyday low price, wider selection, and better quality. We will continue our commitment to technology development, investment in logistics infrastructure and supply chain platforms, to fuel our growth and eventually strengthen our self-reinforcing virtuous cycle.

To further enhance customer engagement and customer experience, we will continue to widen our product selection and improve personalization and other features on our platform. We plan to extend online and offline retail scenarios and develop innovative retail channels to better meet evolving customer demand, enhance our touch points with customers and increase our wallet share over time. In addition, we will further penetrate into lower-tier cities where hundreds of millions of consumers have growing but underserved demand for quality products and upgraded services. We will continue to execute tailor-made customer acquisition strategy and offer compelling value-for-money products through more targeted channels. We will continue to invest in our fulfillment infrastructure to better serve customers in lower-tier cities. We also plan to prudently explore growth opportunities in overseas markets through organic growth, strategic collaboration, and selective investments and acquisitions.

As a technology-driven company, we will continue to focus on the key areas of our technology initiatives, such as AI, big data and cloud computing, to strengthen our competitive advantage in technology. We will continue to invest in a holistic smart supply-chain technology platform and optimize our service capabilities. We will also open up our platform and offer supply chain-based technology services to customers and partners in various industries. We believe our focus on these technology initiatives will help digitalize and streamline the industry value chain, improve operational efficiency for our customers and partners, and create additional monetization opportunities for us.

We will continue to optimize our organizational structure and adapt to changing market conditions. By delegating decision-making power to managers in each business unit, we enable them to be closer to our customers and navigate through dynamic market environment. We will continue to enhance synergies between business units and encourage innovation. We believe our entrepreneurial corporate culture and our employees are instrumental to a prospering and enduring business. We are committed to attracting new talents by offering compelling incentive packages and encouraging them to achieve their career goals. At the same time, we will also strengthen our talents by instilling in them a sense of ownership and a result-oriented, problem-solving mindset. We are confident that a dedicated team, a well-structured organization and a solid corporate culture will ensure execution of our business strategies and drive growth for years to come.

Our Business

Since founding our company, we have focused on developing our online retail business as well as building our own fulfillment infrastructure, including last mile delivery capability, all based on our proprietary technology platform to support our operations. As our online retail business grew substantially in size, we launched our online marketplace to complement it and expand our product offerings, leverage our established fulfillment infrastructure and technology platform and ensure a superior customer experience. The combination of our online retail and online marketplace, our omni-channel initiatives and our own nationwide fulfillment infrastructure and technology platform, makes us a uniquely strong player in China's retail industry in terms of providing superior customer experience.

Leveraging the significant scale of our business, cutting-edge technologies, and our well-established retail infrastructure, we have also begun to offer comprehensive supply chain-based services that complement our core business and create significant value for a wide range of business partners. Ultimately, this will boost business development and the overall customer experience.

JD Retail

Online Retail

In our online retail business, we acquire products from suppliers and sell them directly to customers. We believe we have the largest online product review database of any online retail company in China with approximately 10.5 billion product reviews generated by our customers as of December 31, 2022. As we now offer a wide range of product categories through our online retail business model, net revenues from electronics products, which include computers, mobile handsets and other mobile digital products, and home appliances, have declined as a percentage of our total net revenues. As of December 31, 2022, we sourced products from over 45,000 suppliers. We believe that large scale and market leading position are critical to success in the online retail market in China and can provide important competitive advantages to us.

Online Marketplace

In our online marketplace business, third-party merchants offer products to customers on our online marketplace and pay us sales commissions. We launched our online marketplace in October 2010 and have been adding new products and services, including premium international brands, since then.

We provide transaction processing and billing services on all orders placed on our online marketplace and require third-party merchants to meet our strict standards for authenticity and reliability. We monitor third-party merchants' performance and activities on our online marketplace closely to ensure that they meet our requirements for authentic products and high-quality customer service. We tag certain top stores on our platform as "JD Haodian (京东好店)," based on each third-party merchant's quality of service during the entire purchase process. Such certification can help the top third-party merchants improve their sales volumes on the platform. Furthermore, it sets a benchmark to encourage other third-party merchants to improve their quality of service. We aim to offer customers the same high-quality customer experience regardless of the source of the products they choose.

Omni-channel Initiatives

We are exploring a variety of omni-channel integration opportunities and innovative business models.

We believe we are well-positioned to provide omni-channel solutions to customers and offline retailers in select locations in China by capitalizing on our strong online presence and leveraging our strategic partnership with Dada, a leading local on-demand delivery and retail platform in China. Dada has partnered with a large number of well-known chain retailers and many first-tier international and domestic FMCG (fast-moving consumer goods) brands by leveraging Dada's crowd-sourcing delivery network. Dada has been cooperating with JD Logistics to provide fast on-demand delivery services for merchants and consumers. In 2021, we and Dada formed a strategic partnership with ASUS, a global technology leader, launching more than 150 ASUS stores on JD Daojia (JDDJ) and "Shop Now", our new on-demand consumer retail section. Leveraging this partnership, we will further accelerate the digital transformation of physical stores to improve the offline shopping experience for computer and digital products, including the extension of "one-hour delivery" service to all ASUS offline stores in China.

On March 22, 2021, we, through a subsidiary, entered into a share subscription agreement with Dada, and further entered into an amendment to share subscription agreement on February 25, 2022, under which Dada issued to us 109,215,017 ordinary shares, for a total consideration of (i) an aggregate purchase price of US\$546 million in cash, and (ii) our signing and delivery of a business cooperation agreement to Dada, pursuant to which we will provide certain strategic resources to Dada, at a closing that occurred on February 28, 2022. Immediately following the closing, we held approximately 52% of Dada's issued and outstanding shares and began to consolidate the financial results of Dada into ours. Our increased investment in Dada will facilitate both sides to promote the expansion of on-demand delivery and retail, as well as omni-channel collaboration. This is expected to help our company to further diversify its retail services, enable its business partners to improve their operating efficiency, and deliver better services for its consumers.

In June 2016, we entered into a series of agreements in relation to our strategic alliance with Walmart. We have collaborated with Walmart on e-commerce, including launching a Sam's Club Flagship Store and Walmart China Flagship Store on www.jd.com website, Sam's Club Global Flagship Store, Walmart Global Flagship Store, and several category global stores to sell specific category products (for example Walmart Beauty and Personal Care Global Store) on JD Worldwide, and a one-hour delivery service from Walmart Stores and Sam's Clubs in selected cities through the JD Daojia app. We have also experimented with other omni-channel opportunities, aimed at offering shoppers across China faster and more convenient access to high-quality products through multiple channels.

To provide customers with a more dynamic and interactive integrated omni-channel shopping experience, we have enabled some of our offline partners with a variety of the latest technologies such as facial recognition, product recognition, and a tracking system for customers' in-store activities, among others. We have established a closed loop to accumulate a large volume of offline shopping data, and through further analysis of the integrated online and offline dataset, we can offer differentiated products that best suit potential customer demand in each offline franchise store.

7FRESH, our offline fresh food market brand, is part of our omni-channel strategy. In December 2017, we opened our first 7FRESH store in Yizhuang Economic and Technological Development Zone in Beijing. We integrated our advanced supply chain management know-how and cutting-edge storage technologies to 7FRESH stores to deliver a unique shopping experience. The application of our advanced supply chain management solution and technology on 7FRESH is part of our ongoing experiments to deploy our retail and supply chain service capabilities, which, once proven, will empower our potential offline partners to further expand our 7FRESH presence to pursue an enhanced shopping experience for our consumers.

In September 2021, we opened our first "JD MALL" offline store in Xi'an, Shaanxi Province, offering consumers an immersive omni-channel shopping experience. In addition to traditional electronic categories offered by JD Super Experience Store, JD MALL provides over 200,000 items from more than 150 brands, in categories including home, furniture, kids, smart healthcare products and auto accessories. Through its partnership with leading furniture makers, JD MALL meets the demand among younger consumers for bespoke one-stop-shop home design services that incorporate furniture and home appliances categories.

Marketing Services

Leveraging our AI capabilities and our comprehensive dataset accumulated from a wide range of business scenarios along the entire value chain, we provide a variety of marketing services to suppliers, third-party merchants and other business partners through our proprietary advertisement technology platform. In 2019, through our greatly expanded development and investment in advanced advertising and marketing technology, we launched the JD Marketing 360 Platform. This platform employs sophisticated AI and big data technologies in exploiting our user behavior insights to provide brand marketers and third-party merchants with a one-stop brand building and sales growth solution. It integrates omni-channel marketing, rich marketing effectiveness measurements, and comprehensive consumer asset growth management to help our marketers to effectively acquire new users and increase shopping frequency from existing users. We provide native search ads and display ads on our main apps, and we also place display ads, search ads and affiliate ads on China's mainstream high traffic apps and video apps. In 2019, we also invested in automated marketing technologies, launching comprehensive products automating all aspects of marketing, including automatic bidding, targeting, creative generation of ads, and budget allocation to satisfy a broad range of marketing scenarios. These products not only reduce our marketers' labor in marketing campaigns, but also improve their ROI.

JD Logistics

JD Logistics is the leading technology-driven supply chain solutions and logistics services provider in China. On May 28, 2021, shares of JD Logistics commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "2618." JD Logistics offers a full spectrum of supply chain solutions and high-quality logistics services enabled by technology, ranging from warehousing to distribution, spanning across manufacturing to end-customers, covering regular and specialized items. JD Logistics's value proposition is to empower customers' supply chains and substantially improve their operational efficiencies, which in turn enhance their own customer experience and stickiness. JD Logistics helps customers reduce redundant distribution layers, improve the agility of their supply chains, and optimize inventory management. The solutions are powered by proprietary technology, industry know-how and insights of product merchandizing. As of December 31, 2022, JD Logistics operated over 1,500 warehouses, which covered an aggregate gross floor area of over 30 million square meters, including warehouse space managed under the JD Logistics Open Warehouse Platform. In the second quarter of 2020, JD Logistics launched a new Asia No.1 warehouse in Langfang, Hebei Province, near Beijing, equipped with the first automated storage and retrieval system for bulky items in Asia's e-commerce industry, greatly improving efficiency in handling items including air conditioners, refrigerators and furniture.

JD Property

JD Property is a leading and the fastest-growing platform for developing and managing modern infrastructure, consisting primarily of logistics parks, as well as business parks and others, in China and Asia. JD Property has unique advantages to secure scarce land resources as we continue to help boost economies across China through creating employment opportunities and contributing tax, among others. JD Property aims to develop its logistics asset portfolios while maintaining strong capital discipline. With the expansion of our asset portfolios, we have adopted a capital recycling strategy through our fund management platform and other partnerships. We believe this strategy will help further expand our asset portfolios, minimize our related future capital expenditures and enhance our returns. As of December 31, 2022, JD Property manages properties with a total gross floor area of approximately 23 million square meters.

On March 10, 2021, JD Property entered into definitive agreements for the non-redeemable series A preference share financing with co-lead investors Hillhouse Investment and Warburg Pincus, among others. The total amount raised was US\$703 million. We have remained the majority shareholder of JD Property after the completion of this transaction. In March 2022 and June 2022, JD Property entered into definitive agreements for its non-redeemable series B preferred share financing with investors led by Hillhouse Investment, Warburg Pincus, and one leading global institutional investor, among others. The total amount raised in this round was approximately US\$800 million. We remained the majority shareholder of JD Property after the completion of two rounds of financing. It is expected that the financing will facilitate JD Property's business expansion and model transformation, and further strengthen its infrastructure property management capabilities, so as to further enhance its leading position in China's modern logistics infrastructure industry.

On March 1, 2022, JD Property was deemed to have gained control of CNLP and hence CNLP became a consolidated subsidiary of JD Property. On July 14, 2022, JD Property completed the acquisition and privatization of CNLP. As a result, CNLP has become a wholly-owned subsidiary of JD Property. See "Item 4.A. Information on the Company—History and Development of the Company—Developments of Our Subsidiaries—JD Property" for details.

Technology Initiatives

In November 2020, during our fourth annual tech summit "JD Discovery" in Beijing, we launched JD Retail Cloud, a technological ecosystem for the retail industry. JD Retail Cloud offers integrated data, technology, business, and user management industry solutions to support the digitization of enterprises and institutions. One solution provided by JD Retail Cloud is Shangling SaaS Mall, a comprehensive SaaS-based operational solution for manufacturers and offline retailers. Driven by our technology and services, Shangling SaaS Mall aims to help manufacturers and retailers to improve efficiency in omni-channel operation and marketing, as well as digitalization of offline store operation.

JD-Y, our supply chain R&D unit that focuses on supply chain innovation, launched its self-built industry-leading end-to-end replenishment model (E2E model), which provides an automatic and scalable inventory management solution and shortens the decision process in inventory management. Specifically, the model applies deep learning technology to enable our company to achieve automatic merchandise replenishment based on historical sales performance without the need for sales forecast. A paper on the model has been accepted and to be published soon by Management Science, a world-leading scholarly journal within INFORMS, an international association for professionals in operations research and analytics. We aim to build up and open our capabilities with industry partners. JD-Y also launched Intelligent Supply Chain initiative, which aims to increase automation of supply chain, improve logistics efficiency among industries, and promote environmentally friendly programs. At the same time, JD-Y also opened up its capabilities to the public and worked together with merchants in C2M customization.

On JD Logistics side, we have been strengthening our technological innovation and applications in various aspects of supply chain solutions and logistics services, including automation, digitalization and intelligentization. Our proprietary technologies include both hardware and software technologies that are seamlessly integrated. As of December 31, 2022, we were entitled to over 12,500 patents and computer software copyrights (including applications thereof), of which approximately 5,000 are related to our automation and unmanned technologies. We have also built a large team of over 4,600 research and development professionals. We apply technology to each key part of the supply chain, combining pre-planning, implementation, intelligent decision-making and post-operation management to deliver customer experience and overall efficiency. Equipped with these proprietary technologies, we have built a comprehensive smart logistics system capable of service automation, operation digitalization and intelligent decision-making. In January 2021, JD Logistics was selected by INFORMS as one of the seven finalists for the 50th annual Franz Edelman Award for Achievement in Advanced Analytics, Operations Research and Management Science, the world's most prestigious award for achievements in the practice of analytics and operations research. Along with other seven world-leading enterprises including Amazon, JD.com, Inc. was recognized for its advanced research and self-developed "unmanned" warehouse scheduling system. JD.com, Inc. is among the few Chinese companies that were selected as finalists in the history of the award.

In December 2019, we formed JD Cloud & AI platform. We have a large team consisting of research and development professionals primarily covering areas of AI, big data analytics and cloud computing. We strive to deliver best-in-class services to our customers and become the most trusted technology service provider in the industry, powered by our large and sophisticated IT infrastructures. On March 31, 2021, we entered into definitive agreements with JD Technology relating to the reorganization of JD Cloud & AI. Pursuant to the definitive agreements, we transferred JD Cloud & AI and certain assets together valued at approximately RMB15.7 billion to JD Technology, in exchange for newly issued ordinary shares of JD Technology. Upon completion of the transactions on March 31, 2021, JD Cloud & AI was deconsolidated from our consolidated financial statements, and our equity interest in JD Technology increased from 36.8% to 41.7%. We believe that, through this transaction, we will continue to focus on our core competences and synergistic businesses to better serve customers, and JD Technology will be better positioned to deliver a suite of cutting-edge technology services to its business partners.

JD Health

JD Health is one of the largest online healthcare platforms in China. On December 8, 2020, shares of JD Health commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code "6618." The number of average daily consultations exceeded 300,000 in 2022, a solid growth momentum from last year. As a leading online healthcare platform, JD Health's mission is to become the go-to health management platform for everyone in China. Its strategic position is to create a technology-driven platform that centers on the supply chain of pharmaceutical and healthcare products and is strengthened by healthcare services, encompassing a user's full life span for all healthcare needs. It is committed to offering users easily accessible, convenient, high-quality yet affordable pharmaceutical and healthcare products. To achieve this goal, JD Health has built a one-stop online health management platform to create greater value for all participants in the healthcare value chain, and will continue to expand its core businesses, retail pharmacy business and online healthcare services, through utilizing AI, big data, cloud computing and other advanced technology.

JD Industrials

JD Industrials is the leading industrial supply chain technology and service provider in China. Through transformational end-to-end industrial supply chain digitalization, it help its customers increase supply chain reliability, reduce costs, and enhance efficiency.

Customer Experience

Our operation principle is "trust-based, customer-centric value creation," and we are committed to optimizing the customer experience and achieving customer satisfaction. This commitment drives every aspect of our operations, which are focused on six core components: extensive product offerings, compelling online experience, superior customer service, competitive pricing, timely and accurate fulfillment, and convenient payment options.

Products

We continually seek to add more products that appeal to our customers. We offer a wide range of product categories including but not limited to:

- home appliances;
- mobile handsets and other digital products;
- computers, including desktop, laptop and other varieties, as well as printers and other office equipment;
- furniture and household goods;
- apparel;
- cosmetics and other personal care items and pet products;
- women's shoes, bags, watches, jewelry and luxury goods;
- men's shoes, sports gear and fitness equipment;
- automobiles and accessories;
- real estate;
- maternal and childcare products, toys and musical instruments;
- food, beverage and fresh produce;
- gifts, flowers and plants;
- pharmaceutical and healthcare products, including OCT pharmaceutical products, nutritional supplements, healthcare services and other healthcare equipment;
- books, e-books, music, movies and other media products;
- virtual goods, including online travel agency, attraction tickets, and prepaid phone cards and game cards;
- industrial products; and
- installation and maintenance services.

Each of these categories is further divided into numerous subcategories to facilitate browsing. In building up our product offerings, we focus on quality as well as quantity. Due to our nationwide reach and our efficient fulfillment system, suppliers often choose us to launch new products that they expect will be in high demand, and we often act as the preferred distributor for a period of days or weeks when a hot new product first becomes available for sale to the public. Our gross merchandise value, or GMV, increased by 5.6% in 2022 as compared to 2021. "GMV" are to the total value of all orders for products and services placed in our online retail business and on our online marketplaces, regardless of whether the goods are sold or delivered or whether the goods are returned. GMV includes the value from orders placed on our mobile apps and websites as well as orders placed on third-party mobile apps and websites that are fulfilled by us or by our third-party merchants. The calculation of GMV includes shipping charges paid by buyers to sellers and for prudent consideration excludes certain transactions over certain amounts. We believe that GMV provides a measure of the overall volume of transactions that flow through our platform in a given period. Therefore, it should not be used as a financial metric or industry and peer comparisons.

Online Experience

We believe that providing a compelling online experience is critical to attracting and retaining customers. We make sales primarily through our content-rich and user-friendly mobile apps and website www.jd.com. Our website not only offers a broad selection of authentic products at competitive prices but also provides easy site navigation, basic and advanced search functions, customized product recommendations, comprehensive product information and a large volume of customer reviews and ratings. These features address customers' desire to view, understand and compare products before purchasing. With the increasing popularity of mobile internet-enabled devices, we have also developed apps and features adapted for mobile internet users. We currently offer mobile access through our mobile website m.jd.com and our various iOS and Android mobile apps. As part of our strategic partnership with Tencent, we launched level 1 access on Tencent's Weixin and direct access on Tencent's Mobile QQ, whereby Tencent users can easily access our product offerings and have an enjoyable mobile shopping experience. Over 90% of orders fulfilled were placed through our mobile apps in 2022.

Our mobile apps and www.jd.com website contain the following information and features:

Comprehensive product information to support prompt decision-making. Each product page contains pictures, descriptions, and sometimes short videos of the product, the price, a pull-down menu to show whether the product is in stock at the customer's location, customer reviews and ratings, and whether the product will be delivered by us or by one of our third-party merchants. When customers are browsing product pages, we display product highlights, reliable services available for this product and the post-discount price on the front page so as to support customers to make purchase decisions more efficiently.

Interactive user community to enhance customer engagement and loyalty. Our mobile apps and websites contain a large volume of helpful user-generated and professionally-generated content. For each product, customers can provide reviews and ratings that are featured prominently on the product page. We encourage participation by granting loyalty points for posting reviews and ratings. We believe that we have the largest online product review database of any online retail company in China, with approximately 10.5 billion product reviews generated by our customers as of December 31, 2022, which benefits our customers, suppliers and third-party merchants.

We also encourage third-party merchants to generate content and promote their products through livestreams and short videos on our platform to better interact with our customers.

Targeted product recommendations to satisfy personalized demands. We have made progress in personalized recommendations, leveraging our cutting-edge technologies to provide an individualized shopping experience for each of our customers. We identify customers' demands and make more accurate recommendations based on comprehensive algorithms, which are derived from a large volume of data about customer behavior and preferences.

Smart ordering process to further improve the shopping experience. We continue to leverage our technology to optimize the ordering process, making the shopping experience more convenient and enjoyable. For example, when customers review their shopping carts, not only do we display the special offers available at the time for the products in the customers' shopping carts, but also we combine the existing coupons in our customers' accounts with special offers, and calculate the all-in benefits for customers to provide them maximum benefits.

Real-time order tracking and order information revision system to provide convenient shopping experience. Customers can log into their accounts to check the status of their orders. Each package in our system is given a unique identification number, and its location is updated each time it is handled by one of our warehouse or delivery personnel or one of our third-party couriers. Each of our delivery personnel carries a mobile personal digital assistant, which allows customers to track their location in real time on an online map. Furthermore, we provide customers with the option to adjust their order information such as changing the shipping address or the preferred delivery date or time slot.

Customer Service

Providing satisfactory customer service is a high priority. Our commitment to customers is reflected in the high level of service provided by our customer service staff as well as in our flexible product return and exchange policies. We continue optimizing our customer service to guarantee the best possible shopping experience.

In 2022, we further strengthened our brand image of offering hassle-free services to our customers. Combining unique service capabilities from our retail business and our third-party merchants, we provide our customers with customized services for different product categories. Our services cover the entire purchasing process and include over 60 types of services such as instant refunds, repair by exchange program, home-delivery of replacements, and extended price protection services for selected retail products, among other offerings. The service offering aims to facilitate consumers' purchase decisions by providing trustworthy and guaranteed services. In 2022, we continued to invest in smart services and leveraged our advanced AI and deep learning technologies to more efficiently resolve the high volume of customer inquiries without sacrificing the customer experience. We also leveraged our cutting-edge technologies and smart systems to analyze a large volume of customer feedback and alerted third-party merchants in advance regarding potential customer service issues, helping third-party merchants to improve their service quality for our customers.

24-7 customer service centers. We operate 24-7 customer service centers in Suqian, Yangzhou, Chengdu, Wuhan and Datong, handling all kinds of customer queries and complaints regarding our products and services. We obtained COPC (Customer Operation Performance Center) Certification in November 2014. Customers can make queries and file complaints via various channels such as phone calls, online written instant messengers, JD official accounts on Weixin and Weibo, and through email. As of December 31, 2022, we had over 16,000 customer service representatives at the Suqian, Yangzhou, Chengdu, Wuhan and Datong centers.

Returns and exchanges. We accept unconditional returns or exchanges within seven days of purchase. For selected categories in our retail business, we provide an extended 30 days return and 180 days replacement policy to our customers. Defective merchandise can be returned for exchange within 15 days of purchase. For customers with good credit, we provide an “instant refund” service, where we provide refunds as soon as they submit their return requests. If customers report defects more than 15 days after receipt but are still within the warranty period, we will have the defective goods repaired, replaced or take another appropriate action to compensate the customer, depending on the nature of the problem. We will generally pick up defective items for return or exchange at the customer’s address, provided that the return or exchange is requested within 15 days of receipt of the item and the address is within the area that is serviced by our employees or by one of the third-party couriers that have agreed to provide this service for us. Alternatively, customers can also mail the merchandise to one of our regional after-sales centers or bring the product to a pickup station nearby. The same policies apply to products sold through our online marketplace.

Membership program. We have established a membership program to cultivate customer loyalty and encourage our customers to make repeat purchases. We continued to promote “JD Plus”, a premium paid membership program. JD Plus offers benefits including extra rebates, coupons, exclusive prices on selected product offerings, free shipping and return services, VIP customer services, PLUS DAY promotion events, online medical consultation and JD E-book unlimited access designed specifically for JD Plus members. JD Plus also partnered with content and lifestyle service providers such as Tencent Video, iQiyi, Ctrip, among others, providing JD Plus members with greater benefits. In addition to our JD Plus, we also have a customer value system, “Joy Score (京享值)”, which takes into account various indicators, such as consumer behavior, interaction, credit ratings, among others, to determine a comprehensive and dynamic score for each consumer. The customers with different level of “Joy Score” can enjoy free loyalty programs. For instance, customer with “Joy Score” beyond certain threshold could enjoy a rebate for the plus membership fee. We also provide a variety of free premium services, such as local service, fast refund channel and VIP after-sale service, to enhance customer experience and engagement. We believe JD Plus membership program and “Joy Score” value system can effectively cultivate customer loyalty and enhance the shopping experience and consumer engagement.

Pricing

We offer competitive pricing to attract and retain customers. We make continual efforts to maintain and improve an efficient cost structure and create incentives for our suppliers to provide us with competitive prices.

Pricing policy. We are making continual efforts to set our prices to be competitive with those on other major online retail websites and in physical stores in China. We typically negotiate with our suppliers for prices that are comparable to or lower than those offered to retailers in other sales channels. If we reduce the price on our website and mobile apps before or after the product is delivered to the customer, then the customer generally has an opportunity to lock in the lower price. Currently, third-party merchants are free to set their own prices on our online marketplace. We also continue to enrich our product offerings and service while maintaining low prices.

Special promotions. We offer a selection of discounted products on special occasions, such as our anniversary sales promotional event on June 18 and China’s online shopping festival on November 11, as well as on important holidays such as Christmas and Chinese New Year. We also hold daily promotions for selected products for a limited period of time. Special promotions attract bargain hunters and give our customers an additional incentive to visit our website and mobile apps regularly.

Delivery

We believe that timely and reliable fulfillment is critical to the continuing success of our business. To this end, we have incurred and will continue to incur significant expenditures in building and operating our own nationwide fulfillment infrastructure. The following are some of the advantages that derive from our nationwide fulfillment infrastructure:

Delivery network and personnel. We deliver products directly to customers in almost all counties and districts across China. We deliver a majority of orders directly to customers ourselves, and therefore our customers interact with delivery personnel more often than with any other representatives of our company. For this reason, we place great emphasis on training our delivery personnel and setting up delivery stations in more and more counties and districts. We believe that our professionally trained delivery personnel are important in helping us to shape customer experience and distinguish ourselves from our competitors.

Flexible delivery arrangements. We believe that timely and convenient delivery is an essential part of customer satisfaction, and we arrange our delivery schedule to suit our customers' needs. Customers can choose their preferred delivery window during a day, including evening delivery in selected areas, when they place orders. Customers who need to reschedule a delivery can log into their account on our websites or mobile apps to look up the contact information for the delivery person and contact the delivery person directly themselves, provided that the delivery will be made by our employees.

Comprehensive speedy delivery service. We introduced our 211 program in 2010. For goods that we have in stock at the corresponding regional fulfillment center or front distribution center, any orders received by the morning deadline (11:00 a.m. in most of the locations) will be delivered on the same day, and any orders received by the evening deadline (11:00 p.m.) will be delivered by 3:00 p.m. on the following day. Customers also can request that an order placed by 3:00 p.m. be delivered in the evening on the same day in selected cities. There is no extra charge for delivery under our 211 program for orders that satisfy the minimum size requirement, and customers can check the product page on our websites or through our mobile apps to see whether the product is in stock and thus eligible. The program does not cover delivery to addresses through third-party couriers or products shipped directly from our third-party merchants. Customers can request expedited delivery within two hours by paying an extra charge in the major cities where we have regional fulfillment centers. JD Logistics also provides scheduled delivery service in selected cities, allowing customers to choose a convenient delivery window within which to receive their goods. For luxury products, consumers in major cities can enjoy JD Luxury Express, a premium delivery service where a courier in suit, tie and white gloves will deliver to consumers' doors. JD Logistics has launched a new premium logistics service with China Railway Corporation, leveraging domestic high-speed trains for secure, long-distance transportation of high-end goods and JD Luxury Express for the last-mile delivery. The combination has created a seamless network allowing customers to enjoy same-day delivery for high-end goods originating from non-local warehouses.

Customer pickup. Customers who prefer to pick up their order themselves can select a pickup station when placing the order and use the tracking function to find out when the order has arrived there. We have pickup stations at convenient locations across the country and payment can be made on the spot.

Continuous expansion of delivery service. We have established and are making continuous efforts to further expand our cold-chain and cross-border logistics capabilities, and in new business areas, to expand product offerings while ensuring superior customer experience.

Payment

Online payment. Various kinds of online payment methods are offered to customers at the time they place their orders, such as Weixin Pay, JD Pay and UnionPay. Customers chose online payment approximately 99% of the time in 2022.

Payment-on-delivery. We accept payment-on-delivery in almost all of the counties and districts across China where we make deliveries through our own delivery personnel. Our delivery personnel carry mobile POS machines for processing debit cards and credit cards and they also accept cash.

Other payment options. Customers may also choose to pay by postal money order. Enterprise customers can also make payment by wire transfer.

Merchandise Sourcing

In our online retail business, we sourced products from over 45,000 suppliers as of December 31, 2022. Procuring products on such a massive scale requires considerable expertise, which we have built up over a number of years. None of our suppliers accounted for over 10% (by value) of the products we purchased in 2022.

We expect to increase our direct purchases from manufacturers and, where appropriate, to become an authorized reseller. We believe that our ability to establish direct relationships with manufacturers will enable us to provide high-quality products and obtain better procurement terms and access to hard-to-get products. We believe that manufacturers and distributors consider us an important channel in certain product categories such as computers and mobile devices, and we are gaining significant traction in related categories like home electronics. Direct cooperation with manufacturers enables us to increase supply chain efficiency by minimizing supply chain costs and to give customers peace of mind about product quality. In addition, we have created an interface where our third-party merchants access reports regarding inventory status, purchase history and customer reviews of their products. Suppliers and third-party merchants can use this information in their marketing and product development efforts and also in managing their own inventory, which helps them manage costs and makes our services more valuable to them.

We select suppliers and third-party merchants on the basis of brand, reliability, volume and price. They must be able to meet our demands for timely supply of authentic products and also provide high quality after-sale customer service. We perform background checks on our suppliers and third-party merchants and the products they provide before we enter into any agreement. We examine their business licenses and the qualification certificates for their products, and check their brand recognition and investigate the market acceptance of their products among players in the same industry. We also conduct on-site visits to assess and verify their location, business scale, production capacity, property and equipment, human resources, research and development capability, quality control system and fulfillment capability. We normally enter into one-year framework agreements with our suppliers and third-party merchants and renew them annually.

Our standard form contract requires suppliers and third-party merchants to represent that their goods are authentic and from lawful sources and do not infringe upon lawful rights of third parties and to pay us liquidated damages for any breach. We have also put stringent rules in place governing the operations of third-party merchants on our online marketplace. Third-party merchants will be subject to penalties or be asked to end their operations on our online marketplace if they violate the marketplace rules, for example by selling counterfeit products. We have a strict zero-tolerance policy for counterfeit products.

Logistics Services

Fulfillment

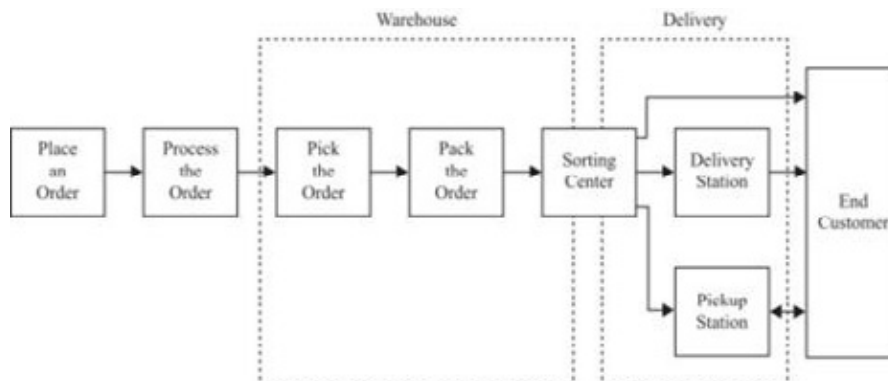
We deliver a compelling customer experience by fulfilling orders quickly and accurately. To this end, we have built our nationwide fulfillment infrastructure for the prompt receipt, storage and shipment of our products. Our fulfillment infrastructure is primarily comprised of a nationwide warehouse and delivery network that we operate ourselves, supplemented by third-party couriers to service areas that are not covered by our network. To further enhance inventory accountability and security, we track our inventory at all stages of the receiving and order fulfillment process.

Nationwide Fulfillment Infrastructure.

We have built a nationwide fulfillment infrastructure. As of December 31, 2022, our warehouse network covered almost all counties and districts across China, consisting of over 1,500 warehouses operated by us and over 2,000 cloud warehouses operated by third-party warehouse owner-operators under our Open Warehouse Platform. As of December 31, 2022, our warehouse network had an aggregate GFA of over 30 million square meters, including the GFA of the cloud warehouses under our Open Warehouse Platform. We deliver a majority of the orders directly to customers ourselves. We maintain cooperation arrangements with a number of third-party couriers to deliver our products to our customers during peak seasons to supplement our delivery force. Third-party merchants also use third-party couriers if they do not use our delivery services.

Fulfillment Process

The following flow chart outlines our fulfillment process:



When a customer places an order, our delivery management system automatically processes the order and matches it to the warehouse or warehouses with the appropriate inventory. Picking is done on the basis of instructions that are generated automatically by our warehouse management system. The warehouse management system also automatically generates the bar codes and shipping labels that allow our staff to match the items to the correct order in the packing process. After picking, packing, and sorting, the order is shipped to a delivery or pickup station in the customer's city for further handling and delivery. If a customer's order contains products from different warehouses, the products will be combined at the last-mile delivery station and then sent to the customer in a single delivery. If the customer's address is not one to which we make deliveries ourselves, we will have a third-party courier pick up the order at our sorting center to make the delivery. In some cases, we also use third-party couriers to transfer orders between a sorting center and a delivery station. Once the order has been shipped, our system automatically updates the inventory level for each product in the order, ensuring that additional inventory will be ordered as needed. Our customers can track the shipping status of their orders through our websites or mobile apps at each step in the process.

We are in the process of constructing new warehouses on land where we have obtained land use rights. We believe that building our own warehouses will not only increase our storage capacity but will also allow us to restructure and reorganize our fulfillment workflow and processes.

We also have a dedicated internal division, to explore research, development and application of smart logistics and unmanned technology, which we believe represent the future trend of the logistics industry. Through the development of a series of cutting-edge technologies such as intelligent hardware, internet of things, big data, robotics, image and vision recognition, machine learning, deep learning, and smart logistics devices, we intend to revolutionize the logistics industry. We are also experimenting with these technologies in a wide range of logistics business areas such as unmanned warehouses, drone delivery, self-driving vehicles, unmanned delivery stations and convenience stores, among others. We will continue to invest in smart logistics to improve the intelligence level of our logistics system and to provide consumers with an unparalleled shopping experience.

Open Platform of Our Logistics Services

We also open up our leading logistics infrastructure to our third-party merchants and partners beyond our e-commerce business. We have developed comprehensive logistics services and continuously strengthen our logistics service capability by adding new services such as on-demand delivery, cold-chain services and individual parcel delivery solutions. We provide services relating to almost all aspects of logistics operation, including warehousing management, storage, long-haul transportation, express and on-demand delivery and cold-chain and cross-border services, among others. We offer integrated supply chain management solutions to customers in various vertical markets. We also provide technology solutions for logistics operations to enable customers to transparently and effectively monitor, manage and optimize their logistic workflows.

Technology Platform

Technology is the key to our future success. It enables better customer experience, higher efficiency and customer cost savings, while also serving as a vehicle to export our unique capabilities and cutting-edge innovation to benefit the whole industry and society.

We have a large team consisting of research and development professionals primarily covering areas of AI, big data analytics and cloud computing. Together, these areas form our technology strategy. We strive to deliver best-in-class services to our customers and become the most trusted technology service provider in the industry, powered by our large and sophisticated IT infrastructures.

In addition to our core technology innovation, research and development, we also place a strong emphasis on data privacy and security. Protecting customer data and building trust is one of our core values. Operating in compliance with the most stringent standards and regulations both in China and globally, we provide our customers with a high level of security, privacy protection and ease of mind.

AI-powered Services Improving Customer Satisfaction and Partner Productivity

We strive to offer the right product to the right customer at the right time through the right channel, known as our "4R" strategy. Technology is the foundation to achieve the 4R strategy. Through aggregation and analysis of customer behavioral big data, we derive deep insights about customer preferences and offer precision targeting for product recommendations. The access to customer insights also enables us to train and refine robust AI models, empowering a great customer experience. For example, our "Snapshot" feature allows users to identify products through uploaded pictures. Such technology is also publicly available through our open AI platform NeuHub and has been adopted by most major phone manufacturers in China to improve phone users' shopping experiences.

To support our omni-channel strategy, our technologies are embedded in a multitude of retail scenarios, from online web and mobile shopping experience, to our offline ecosystem, including our JD Smart Speakers, 7FRESH stores, JD E-SPACE, a 50,000 square meter shopping mega store we launched in November 2019, and many JD Home outlets and unmanned convenience stores.

Technology also permeates our customer service experience. Leveraging our cutting-edge technologies and big data, we provide an individualized shopping experience for each customer. We identify customers' demands and provide accurate recommendations based on comprehensive algorithms derived from a large volume of data on customer behavior and preferences.

Our AI-powered services also empower our partners to improve their operational efficiency and productivity. Our marketing platform employs sophisticated AI and big data technologies to produce user behavior insights and provide brand marketers and third-party merchants with one-stop brand building and sales growth solutions. This not only reduces our marketers' labor in marketing campaigns, but also improve their ROI. During promotion seasons, our AI-based agent helps third-party merchants efficiently respond to large volume of customer requests, cutting wait times and improving customer experience.

AI-triaged calls effectively reduce manned calls and improve operational efficiency. Furthermore, our advanced AI custom service is integrated into our retail ecosystem by way of our SaaS (software as a service) platform.

Smart Retail & Supply Chain Technology Enhancing Operational Efficiency

Through years of online operation, we have amassed a large amount of know-how and data across China's e-commerce supply-chain, from product manufacturing, warehouse operations and distribution to sales and customer service information. Combining the power of big data analytics and AI on our intelligent cloud platform, we streamline customer-to-manufacturer production to improve sales and enhance customer satisfaction. In August 2019, our Smart Supply Chain AI Platform was selected by the Science and Technology Ministry as one of China's Top 10 National Open Innovation Platform for Next Generation AI. Leveraging our smart retail and supply chain technology, we provide technology solutions for our logistics operations to enable customers to transparently and effectively monitor, manage and optimize their logistic workflows.

At the infrastructural level, during the two major online shopping events in 2022, JD Cloud platform had a solid operational performance by recording 99.95% of service level agreements (SLAs) and having zero outages.

Technology Transcending Boundaries of Smart Logistics

In 2019, we enhanced our capabilities and operations of unmanned delivery vehicles, including our in-house level 4 (L4) autonomous delivery robots. Level 4 refers to "high driving automation," which means that no human intervention is needed as long as the system is operating within a certain geo-fenced area. Besides self-driving robots, we also deployed unmanned drones for parcel delivery in certain areas. Furthermore, we also leverage AI technologies to detect and triage mishandling of packages within our fulfillment infrastructure, reducing goods damaged while improving customer satisfaction.

Marketing

We believe that the most effective form of marketing is to continually enhance our customer experience, as customer satisfaction engenders word-of-mouth referrals and repeat purchases. We have been able to build an extensive base of loyal customers primarily through providing superior customer experience and conducting marketing and brand promotion activities.

In addition to continuing marketing activities through traditional online and offline channels, we have also designed innovative programs and promotion activities to further enhance the brand awareness of both ourselves and our partners and to better reach our customers. We have launched a series of successful joint marketing campaigns such as "Super Brand Days," "Super Category Days" and "Super New Product Days." We will continue to leverage our data-driven customer insights to provide customized marketing tools and campaigns for business partners and help them to develop brand recognition in China. We have also made progress in social e-commerce innovations, particularly benefiting from access points within Weixin and QQ channels, both of which have a large mobile internet user base. Through leveraging more targeted, innovative and interactive marketing tools, we can help brands on the platform increase exposure, drive traffic and achieve deeper penetration into lower-tier cities and attract younger generations.

With the increasing popularity of mobile internet-enabled devices, over 90% of our orders fulfilled were placed through our mobile apps in 2022. In order to further improve the customer experience and increase user engagement on the mobile internet, we are exploring cooperation opportunities with many business partners on the mobile side. In addition, we have formed strategic partnerships with a number of major internet companies in China, aiming at leveraging these companies' massive user bases to strengthen collaboration in targeted marketing, user access points and content-driven marketing. We incurred RMB27.2 billion, RMB38.7 billion and RMB37.8 billion (US\$5.5 billion) of marketing expenses in 2020, 2021 and 2022, respectively.

Competition

The online retail industry in China is intensely competitive. Our current or potential competitors include (i) major e-commerce companies in China that offer a wide range of general merchandise product categories, such as Alibaba Group, which operates *taobao.com* and *tmall.com*, and (ii) major traditional retailers in China that are moving into online retailing, such as Suning Appliance Company Limited, which operates *suning.com*. We also face competition from online retail companies in China focused on specific product categories and from physical retail stores, including big-box stores that also aim to offer a one-stop shopping experience.

We anticipate that the online retail market will continually evolve and will continue to experience rapid technological change, evolving industry standards, shifting customer requirements, and frequent innovation. We must continually innovate to remain competitive. We believe that the principal competitive factors in our industry are:

- brand recognition and reputation;
- product quality and selection;
- pricing;
- fulfillment capabilities; and
- customer service.

In addition, new and enhanced technologies may increase competition in the online retail industry. New competitive business models may appear, for example based on new forms of social media or social commerce.

We believe that we are well-positioned to effectively compete on the basis of the factors listed above. However, some of our current or future competitors may have longer operating histories, greater brand recognition, better supplier relationships, larger customer bases or greater financial, technical or marketing resources than we do.

Seasonality

We experience seasonality in our business, reflecting a combination of seasonal fluctuations in customer purchases, promotional events, and traditional retail seasonality patterns. For example, we generally experience less user traffic and purchase orders during national holidays in China, particularly during the Chinese New Year holiday season in the first quarter of each year. Furthermore, sales in the traditional retail industry are significantly higher in the fourth quarter of each calendar year than in the preceding three quarters.

E-commerce companies in China hold special promotional campaigns on November 11 each year that tend to boost sales in the fourth quarter relative to other quarters, and we hold a special promotional campaign in the second quarter of each year, on June 18, to celebrate the anniversary of the founding of our e-commerce business. Overall, the impact of seasonality on our business has been relatively mild due to our rapid growth but we have seen an upward trend and such a trend may continue in the future. Due to our limited operating history, the seasonal trends that we have experienced in the past may not apply to, or be indicative of, our future operating results.

Intellectual Property

We regard our trademarks, copyrights, patents, domain names, know-how, proprietary technologies, and similar intellectual property as critical to our success, and we rely on copyright, trademark and patent law and confidentiality, invention assignment and non-compete agreements with our employees and others to protect our proprietary rights. As of December 31, 2022, we owned over 3,300 computer software copyrights in China relating to various aspects of our operations and maintained over 24,700 trademark registrations inside China and over 4,700 trademark registrations outside China. We had approximately 32,300 trademark applications inside China and over 6,700 outside China. As of December 31, 2022, we had approximately 6,300 patents granted in China, over 450 patents granted outside China, approximately 18,500 patent applications pending in China and approximately 2,200 patent applications pending outside China. As of December 31, 2022, we had registered over 8,200 domain names. Our registered domain names include *jd.com*, *jdl.cn* and *jdhealth.com*, among others.

Insurance

We maintain various insurance policies to safeguard against risks and unexpected events. We have purchased all risk property insurance covering our inventory and fixed assets such as equipment, furniture and office facilities. We maintain public liability insurance for our business activities at 95 locations. We also provide social security insurance including pension insurance, unemployment insurance, work-related injury insurance, maternity insurance and medical insurance for our employees. Additionally, we provide group accident insurance for all employees and supplementary medical insurance for all management and technology and other professional personnel. We do not maintain business interruption insurance other than in connection with the fixed business premises of our 7FRESH business, nor do we maintain product liability insurance or key-man insurance. We consider our insurance coverage to be sufficient for our business operations in China.

Enterprise Social Responsibility

Having a positive impact on the communities in which we operate is an integral part of our business, and we maintain that our core values. Our commitment to partners, customers, investors, our employees and society as a whole are the foundation upon which we build a healthy, vibrant and sustainable ecosystem. Combined with an unrelenting focus on developing our technology capabilities to improve efficiency and service, we have laid the groundwork for many years of robust growth.

We are committed to leveraging our technology, logistics infrastructure and relationships with consumers and suppliers to benefit society. We believe in putting our business assets to use to build not only the future of retail, but also a better future for all stakeholders. Our core foci in social responsibility includes environmental sustainability, employee care, poverty alleviation and more. In 2014, we also established the JD Foundation to manage charity-related projects.

Environmental Sustainability

“Powered by Technology for A More Productive and Sustainable World” is our mission and core strategy of social responsibility. We continue creating values for economic development, environmental friendliness, and social harmony, based on the technological driver from our Digitally Intelligent Social Supply Chain and the organizational driver from corporate governance, employees, and business partners. We help establish a more productive and sustainable future in terms of promoting employment, enhancing rural revitalization, improving social efficiency, driving high-quality consumption, facilitating the digitalization of the real economy, and supporting supply-side structural reforms, thereby proactively being accountable for social responsibility.

On April 19, 2021, we published our first ESG report, which highlights our long-term approach to ESG initiatives. Since then, we have been proactively publishing ESG report on an annual basis. These reports capture our corporate social responsibility strategic framework, which is centered on using digitally intelligent supply chain to cover three pillars: boosting the real economy, improving social efficiency and enhancing environmental friendliness.

On June 18, 2021, we published our sustainability report discussing our company’s achievements from 2018 to 2020 in creating a low-carbon enterprise through environmentally friendly logistics, procurement and facilities. Based on our operating and business advantages, we will build a green and low-carbon business model with three dimensions: covering its own operations, supply chain management, and consumer influence to achieve green economic development and jointly build the green community.

On green operations, we aim to lead by example through the company’s own green operations with a lower carbon footprint and greening our business world. For example, we actively implement the concept of green procurement, comprehensively considering the energy-saving and environmental protection benefits of product design, procurement, production, packaging, logistics, sales, service, recycling, and reuse.

On low-carbon and green supply chain, we replace traditional fuel-combustion trucks with new energy vehicles, leading to the development of green transportation. As of the end of 2022, JD Logistics has launched new energy vehicles in 7 regions across China, reducing at least 400,000 tons of carbon dioxide emissions per year. We use big data to carry out real-time optimal route planning and storage network planning to reduce the number of vehicles in transit, increase the full load rate of return vehicles, and optimize the efficiency of logistics transportation.

On green lifestyle advocacy, consumers preference for more sustainable lifestyles and consumption are leading to changes in market demand. This is driving industries to transition towards greener development models can lead sustainable lifestyles and can participate in and promote sustainable development. In 2019, we joined hands with the World Wide Fund for Nature (WWF) to launch the “Giant Panda-Friendly Enterprise Alliance.” With the help of our platform, we drive upstream business partners to develop sustainable products with agricultural products from the panda habitat, while using trustworthy products. This platform provides consumers with rich, high-quality, and responsible consumption choices.

We will continue improving our ESG governance structure and system, enhance regulation and law compliance, information security, operational safety, realizing the coordination between expectations from external stakeholders and internal growth.

Employee care

We have always striven to provide employees with comprehensive social benefits, a diverse work environment and a wide range of career development opportunities. We have invested significant resources in employee career development and training. In 2022, we developed proprietary talent tools based on the JD talent competency model and applied these tools to our talent selection and development. In the past year, we dedicated ourselves to supporting our employee career development and driving them to seek and achieve their career goals, while also strengthening our employees' sense of belong and value recognition. Additionally, we placed special emphasis on the building of a talent pipeline and cohesive organizational culture. We have established a comprehensive system for employee training and development, covering leadership, general competencies, professional competencies, and others. Our comprehensive training program includes corporate culture, employee rights and responsibilities, team building, professional behavior, job performance, management skills, leadership, and administrative decision-making. In 2022, we provided more than 27,665 training courses online and offline for employees.

In 2022, we continued to improve employee surveys through our internal communication tools on a routine basis, covering a broad range of topics such as company culture, team cooperation, personal development, and others. The surveys helped the management team better understand employees' needs and thus improved the health of the overall organization.

We won several employer awards in 2022, among which the most influential include Campus Most Attractive Employer Award (by Universum), Best Employer of 2022 (by Zhaopin.com & PKU) and World's Best Employers (by Forbes).

Poverty alleviation

Leveraging our strong supply chain, cutting-edge technologies and logistics network, we participate in poverty alleviation efforts in rural areas. We pioneered our rural e-commerce strategy, aiming to make agricultural products in rural areas available online and at the same time, allow authentic products to reach residents in rural areas. We operate China's trusted online donation platform, through which our customers can purchase products and donate them directly to non-profit organizations and groups in need across China, leveraging our in-house logistics network. To ensure the transparency of the process, we allow customers to track the delivery status of their donations online to make sure their donation reaches the intended recipient.

COVID-19 outbreak relief

Since the outbreak of the COVID-19 pandemic, we have spared no efforts in fighting the virus. We leverage our leading advantages in the supply chain and logistics fields through a series of efficient, reliable, and innovative anti-epidemic measures to meet social needs with medical resources and daily necessities.

For example, throughout the year, we made numerous donations of rescue supplies and daily necessities to regions stroke by COVID-19 outbreaks, such as Beijing in late 2022. The emergency efforts also reflect our longstanding policy of immediately donating goods to areas affected by disasters from our nearest warehouse. To further exemplify our strength in supply chain, during the COVID-19 outbreak in Shanghai in 2022, JD.com has dispatched over 4,000 couriers and over 100 JD autonomous vehicles to support local supply operations in the city. While ensuring supplies will reach the frontline, we also provided COVID-19 insurance to our employees.

Regulation

This section sets forth a summary of the most significant rules and regulations that affect our business activities in China.

Regulations Relating to Foreign Investment

Investment activities in the PRC by foreign investors are principally governed by the Catalog of Industries for Encouraging Foreign Investment, or the Encouraging Catalogue, and the Special Management Measures (Negative List) for the Access of Foreign Investment, or the Negative List which were promulgated and are amended from time to time by the Ministry of Commerce and the NDRC, and together with the FIL and their respective implementation rules and ancillary regulations. The Encouraging Catalogue and the Negative List lay out the basic framework for foreign investment in China, classifying businesses into three categories with regard to foreign investment: "encouraged", "restricted" and "prohibited". Industries not listed in the Encouraging Catalogue, are generally deemed as falling into a fourth category "permitted" unless specifically restricted by other PRC laws.

The Ministry of Commerce and the NDRC promulgated the Catalogue of Industries for Encouraging Foreign Investment (2022 Version), on October 26, 2022, and the Special Management Measures (Negative List) for the Access of Foreign Investment (2021), or the 2021 Negative List, on December 27, 2021, to replace the previous encouraging catalogue and negative list thereunder. Each of Jingdong Century and Shanghai Shengdayuan primarily engages in the online wholesale and retail of products, the development of computer network technology, technical consultancy and technical services, which are in the permitted category.

On March 15, 2019, the National People's Congress promulgated the FIL, which has become effective on January 1, 2020 and replaced the Outgoing FIE Laws. The FIL, by means of legislation, establishes the basic framework for the access, promotion, protection and administration of foreign investment in view of investment protection and fair competition.

According to the FIL, foreign investment shall enjoy pre-entry national treatment, except for those foreign invested entities that operate in industries deemed to be either "restricted" or "prohibited" in the "negative list." The FIL provides that foreign invested entities operating in foreign "restricted" or "prohibited" industries will require entry clearance and other approvals. The FIL does not comment on the concept of "de facto control" or contractual arrangements with variable interest entities, however, it has a catch-all provision under definition of "foreign investment" to include investments made by foreign investors in China through means stipulated by laws or administrative regulations or other methods prescribed by the State Council. Therefore, it still leaves leeway for future laws, administrative regulations or provisions to provide for contractual arrangements as a form of foreign investment. See "Item 3.D. Key Information—Risk Factors—Our current corporate structure and business operations may be affected by the PRC Foreign Investment Law."

The FIL also provides several protective rules and principles for foreign investors and their investments in the PRC, including, among others, that local governments shall abide by their commitments to the foreign investors; foreign-invested enterprises are allowed to issue stocks and corporate bonds; except for special circumstances, in which case statutory procedures shall be followed and fair and reasonable compensation shall be made in a timely manner, expropriate or requisition the investment of foreign investors is prohibited; mandatory technology transfer is prohibited, allows foreign investors' funds to be freely transferred out and into the territory of PRC, which run through the entire lifecycle from the entry to the exit of foreign investment, and provide an all-around and multi-angle system to guarantee fair competition of foreign-invested enterprises in the market economy. In addition, foreign investors or the foreign investment enterprise should be imposed legal liabilities for failing to report investment information in accordance with the requirements. Furthermore, the FIL provides that foreign invested enterprises established according to the existing laws regulating foreign investment may maintain their structure and corporate governance within five years after the implementing of the FIL, which means that foreign invested enterprises may be required to adjust the structure and corporate governance in accordance with the current PRC Company Law and other laws and regulations governing the corporate governance.

On December 26, 2019, the State Council promulgated the Implementation Rules to the Foreign Investment Law, which became effective on January 1, 2020. The implementation rules further clarified that the state encourages and promotes foreign investment, protects the lawful rights and interests of foreign investors, regulates foreign investment administration, continues to optimize foreign investment environment, and advances a higher-level opening.

On December 30, 2019, the Ministry of Commerce and the SAMR, jointly promulgated the Measures for Information Reporting on Foreign Investment, which became effective on January 1, 2020. Pursuant to the Measures for Information Reporting on Foreign Investment, where a foreign investor carries out investment activities in China directly or indirectly, the foreign investor or the foreign-invested enterprise shall submit the investment information to the competent commerce department.

According to the Measures for the Security Review of Foreign Investment promulgated by the NDRC and the Ministry of Commerce on December 19, 2020 and became effective on January 18, 2021, the NDRC and the Ministry of Commerce will establish a working mechanism office in charge of the security review of foreign investment. Such measures define foreign investment as direct or indirect investment by foreign investors in the PRC, which includes (i) investment in new onshore projects or establishment of wholly foreign owned onshore companies or joint ventures with foreign investors; (ii) acquiring equity or asset of onshore companies by merger and acquisition; and (iii) onshore investment by and through any other means. Investment in certain key areas with bearing on national security, such as important cultural products and services, important information technology and internet services and products, key technologies and other important areas with bearing on national security which results in the acquisition of de facto control of investee companies, shall be filed with a specifically established office before such investment is carried out. What may constitute "onshore investment by and through any other means" or "de facto control" could be broadly interpreted under such measures. It is likely that control through contractual arrangement be regarded as de facto control based on provisions applied to security review of foreign investment in the free trade zone. Failure to make such filing may subject such foreign investor to rectification within prescribed period, and will be recorded as negative credit information of such foreign investor in the relevant national credit information system, which would then subject such investors to joint punishment as provided by relevant rules. If such investor fails to or refuses to undertake such rectification, it would be ordered to dispose of the equity or asset and to take any other necessary measures so as to return to the status quo and to erase the impact to national security.

Foreign Investment in Value-Added Telecommunications Businesses

The Regulations for Administration of Foreign-invested Telecommunications Enterprises promulgated by the State Council in December 2001 and subsequently amended in September 2008 and February 2016 set forth detailed requirements with respect to capitalization, investor qualifications and application procedures in connection with the establishment of a foreign-invested telecommunications enterprise. These regulations prohibit a foreign entity from owning more than 50% of the total equity interest in any value-added telecommunications service business in China and require the major foreign investor in any value-added telecommunications service business in China have a good and profitable record and operating experience in the industry. However, pursuant to the latest amendment to the Regulations for Administration of Foreign-invested Telecommunications Enterprises issued by the State Council in March 2022, which became effective on May 1, 2022, several provisions, including the requirement that such major foreign investors described above to have a good and profitable record and operating experience in the industry had been removed. In addition, the 2021 Negative List allows foreign investors to hold more than 50% equity interests in a value-added telecommunications service provider engaging in e-commerce, domestic multiparty communication, storage-and-forward and call center businesses. Due to these regulations, we operate our *www.jd.com* website through Jingdong 360, one of the consolidated variable interest entities.

In July 2006, the Ministry of Information Industry, the predecessor of the Ministry of Industry and Information Technology, or the MIIT, issued the Circular on Strengthening the Administration of Foreign Investment in the Operation of Value-added Telecommunications Business, pursuant to which a PRC domestic company that holds an operating license for value-added telecommunications business, which we refer to as a Value-added Telecommunication License, or a VAT License, is prohibited from leasing, transferring or selling the VAT License to foreign investors in any form and from providing any assistance, including resources, sites or facilities, to foreign investors that conduct a value-added telecommunications business illegally in the PRC. Further, the domain names and registered trademarks used by an operating company providing value-added telecommunications services must be legally owned by that company or its shareholders. In addition, the company's operational premises and equipment must comply with the approved coverage region on its VAT License, and the company must establish and improve its internal internet and information security policies and standards and emergency management procedures. If a VAT License holder fails to comply with the requirements and also fails to remedy such non-compliance within a specified period of time, the MIIT or its local counterparts have the discretion to take administrative measures against the license holder, including revoking its VAT License. Jingdong 360, the operator of our *www.jd.com* website, owns the relevant domain names and registered trademarks and has the necessary personnel to operate the website.

Licenses and Permits

We are required to hold a variety of licenses and permits in connection with various aspects of our business, including the following:

Value-added Telecommunication License

The Telecommunications Regulations promulgated by the State Council and its related implementation rules, including the Catalog of Classification of Telecommunications Business issued by the MIIT, categorize various types of telecommunications and telecommunications-related activities into basic or value-added telecommunications services, and internet information services, or ICP services, are classified as value-added telecommunications businesses. Under the Telecommunications Regulations, commercial operators of value-added telecommunications services must first obtain a VAT License from the MIIT or its provincial level counterparts. Pursuant to the Administrative Measures on Internet Information Services promulgated by the State Council in 2000 and amended in 2011, a commercial ICP service operator must obtain an ICP License from the relevant government authorities before engaging in any commercial ICP service in China. When the ICP service involves areas of news, publication, education, medical treatment, health, pharmaceuticals and medical devices, and if required by law or relevant regulations, specific approval from the respective regulatory authorities must be obtained prior to applying for the ICP License from the MIIT or its provincial level counterpart. In 2017, the MIIT replaced the Administrative Measures on Telecommunications Business Operating Licenses promulgated in 2009 by promulgating the Administrative Measures on Telecommunications Business Operating Licenses, which set forth more specific provisions regarding the types of licenses required to operate value-added telecommunications services, the qualifications and procedures for obtaining such licenses and the administration and supervision of such licenses. Jingdong 360, as our ICP operator, holds an ICP License issued by the Beijing Telecommunications Administration for the provision of information services through the internet, a VAT License issued by Beijing Telecommunication Administration for the provision of online data processing and transaction processing services and also a VAT License issued by the MIIT for the provision of information services through a mobile network, the provision of internet data center services, internet access services, cellular mobile communications services provided in the means of resale, content delivery network services and storage-and-forward services.

Internet Publication License/Network Publication Service License

As a result of institutional reform in March 2018, the National Press and Publication Administration was established and assigned to undertake the administration of publication activities in China from the State Administration of Press and Publication, Radio, Film and Television, or the SAPPRFT, which was integrated from the State Administration of Radio, Film and Television, and the General Administration of Press and Publication in March 2013. In June 2002, the MIIT and the General Administration of Press and Publication jointly promulgated the Tentative Administrative Measures on Internet Publication, which require internet publishers to obtain a license from the General Administration of Press and Publication to conduct internet publication activities. In February 2016, the SAPPRFT and the MIIT jointly issued the Administrative Measures on Network Publication, which took effect in March 2016 and replaced the Tentative Administrative Measures on Internet Publication. The Administrative Measures on Network Publication further strengthened and expanded the supervision and management on the network publication service. Pursuant to the Administrative Measures on Network Publication, entities engaging in the network publication service are required to obtain a network publication service license from a competent administrative authority; the network publishing services refer to the activities of providing network publications to the public through information networks; and the network publications refer to the digitalized works with the publishing features such as editing, producing and processing. The Administrative Measures on Network Publication also provide the detailed qualifications and application procedures for obtaining a Network Publication Service License. Jingdong 360 holds a Network Publication Service License, which is in the process of being renewed.

Online Culture Operating Permit

The Provisional Measures on Administration of Internet Culture, promulgated by the former Ministry of Culture in 2011 (as amended in 2017) and other related rules require entities to obtain an Online Culture Operating Permit from the applicable provincial level culture administrative authority to engage in activities related to “online cultural products.” Cultural products include music, performances, performing arts, works of art, and animation features and cartoons, while “online” includes both products produced for the internet and products converted from offline products and disseminated over the internet. Jingdong 360 holds an Online Culture Operating Permit issued by the Beijing Municipal Bureau of Culture and Tourism, which will remain valid until December 2023.

Internet Drug Information Service Qualification Certificate

In July 2004, the State Food and Drug Administration, or the SFDA, the predecessor of the National Medical Products Administration, or the NMPA, promulgated the Administrative Measures on Internet Drug Information Service (amended in November 2017). In addition, the Standing Committee of the National People’s Congress further amended the Drug Administration Law on August 26, 2019, which became effective on December 1, 2019. These laws and measures, together with certain implementing rules and notices promulgated by the SFDA or the NMPA, set out regulations governing the classification, application, approval, content, qualifications and requirements for internet drug information services. An ICP service operator that provides information regarding drugs or medical devices must obtain an Internet Drug Information Service Qualification Certificate from the applicable provincial level administrative authority. Jingdong 360 holds an Internet Drug Information Service Qualification Certificate issued by the Beijing Drug Administration for the provision of internet medical information services, which will remain valid until July 2024.

Courier Service Operation Permit

Pursuant to the PRC Postal Law, the Administrative Measures on the Courier Service Market and the Administrative Measures on Courier Service Operation Permits, any entity engaging in courier services must obtain a Courier Service Operation Permit from the State Post Bureau or its local counterpart and is subject to their supervision and regulation. Entities applying for a permit to operate courier services in a certain province should apply to the provincial level post bureau, while an entity applying for a permit to operate courier services across multiple provinces should apply to the State Post Bureau. An entity holding a cross-provincial Courier Service Operation Permit may provide courier services in cities other than its place of registration by establishing new branches at these cities and then filing with the relevant provincial post bureau for those branches. In addition, pursuant to the Interim Regulations of Courier which came into effect in May 2018 and was further amended in March 2019, express delivery operators and their branches may open express delivery terminal outlets according to their business needs, and shall file with the local postal administrations in the places where such terminal outlets are located within 20 days from the date of opening such terminal outlets. Express delivery terminal outlets are not required to obtain a business license. The courier business must be operated within the permitted scope and valid term of the Courier Service Operation Permit. As of December 31, 2022, Jingbangda had obtained one cross-provincial Courier Service Operation Permit, and its 37 subsidiaries had obtained Courier Service Operation Permits. We are in the process of making filings with local postal administrations for express delivery terminal outlets of Jingbangda and its branches. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—We are subject to a broad range of laws and regulations. Any lack of requisite approvals, licenses or permits applicable to our business or any failure to comply with applicable laws or regulations may have a material and adverse impact on our business, financial condition and results of operations.”

Road Transportation Operation Permit

Under the Regulations on Road Transportation promulgated by the State Council in April 2004 and as amended, and the Provisions on Administration of Road Transportation and Stations (Sites) issued by the Ministry of Transport in June 2005 and as amended, unless otherwise provided in the foregoing laws, anyone engaging in the business of operating road transportation must obtain a Road Transportation Operation Permit, and each vehicle used for shipping must have a Road Transportation Certificate. As of December 31, 2022, Xi'an Jingdong Xuncheng and its 10 branches and two subsidiaries, Jingbangda and its 29 subsidiaries had obtained Road Transportation Operation Permits that allow these entities to provide road freight transportation services. See "Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—We are subject to a broad range of laws and regulations. Any lack of requisite approvals, licenses or permits applicable to our business or any failure to comply with applicable laws or regulations may have a material and adverse impact on our business, financial condition and results of operations."

Unmanned Aerial Vehicle Business License

In March 2018, Civil Aviation Administration promulgated the Administrative Measures for Profit-oriented Flight Activities of Civil Unmanned Aerial Vehicles (for Provisional Implementation), pursuant to which an Unmanned Aerial Vehicle Business License shall be obtained for the use of unmanned aerial vehicles for commercial flight activities, and no commercial flight activities shall be conducted without an Unmanned Aerial Vehicle Operation Permit. Three subsidiaries of Xi'an Jingdong Xincheng, have obtained the Unmanned Aerial Vehicle Operation Permit.

Publication Operation Permit

In May 2016, the Ministry of Commerce and the SAPPRFT jointly promulgated the Administrative Measures for the Publication Market (2016 Version), or the Publication Market Measures (2016 Version), which replaced the Administrative Measures for the Publication Market (2011 Version). According to the Publication Market Measures (2016 Version), where an entity or individual is engaged in the distribution of publications via the internet or other information networks, the entity or individual is required to obtain a Publication Operation Permit. Entities and individuals engaged in the wholesale or retail of publications are required to carry out the relevant activities within the scope of a Publication Operation Permit. Where an entity or individual has obtained the Publication Operation Permit and is engaged in the distribution of publications via the internet or other information networks within the approved business scope, the entity or individual is required to complete record filing with the publication administrative department within 15 days after launching the online distribution business. We engage in wholesale and retail of books and audio and video products and other publications mainly through entities including Jiangsu Yuanzhou, Beijing Jingdong Century Information Technology Co., Ltd., Guangzhou Jingdong Trading Limited, Shenyang Jingdong Century Trading Co., Ltd. and Shanghai Yuanmai Trading Co., Ltd., among others. Each of these entities has obtained a Publication Operation Permit.

Food Operation Permit

China has adopted a licensing system for food supply operations under the Food Safety Law and its implementation rules. Entities or individuals that intend to engage in food production, food distribution or food service businesses must obtain licenses or permits for such businesses. Pursuant to the Administrative Measures on Food Operation Licensing issued by the SFDA in August 2015 and amended in November 2017, an enterprise needs to obtain a Food Operation Permit from the local food and drug administration, and the permits already obtained by food business operators prior to the effective date of these new measures will remain valid for their originally approved validity period. We sell food, liquor and nutritional supplements through our mobile apps and websites. Our major PRC subsidiaries or their branches engaging in food operation business have obtained Food Operation Permits.

Medical Device Operation Enterprise Permit

The Regulations on Supervision and Administration of Medical Devices, issued by the State Council in 2000 and further amended in March 2014, May 2017 and June 2021, divides medical devices into three types. Enterprises engaging in the sale of Type II medical devices must file with the relevant drug supervision and administration authority while those engaging in the sale of Type III medical devices must obtain a Medical Device Operation Permit from the relevant drug supervision and administrative authority. Beijing Jingdong Century Information Technology Co., Ltd. (a subsidiary of Jingdong Century), Beijing Jingdong Hongjian Jiankang Co., Ltd. and certain other subsidiaries of Beijing Jingdong Jiankang Co., Ltd. have obtained Medical Device Operation Permits for the sale of several types of Type III medical devices.

Permit for Production and Operation of Radio and TV Programs

Under the Regulations on the Administration of Production of Radio and Television Programs issued by the State Administration of Radio, Film and Television in July 2004 and amended in August 2015, any entities that engage in the production of radio and television programs are required to apply for a Permit for Production and Operation of Radio and TV Programs from the competent administrative authority. Entities with this permit must conduct their business operations in compliance with the approved scope of production and operation. Furthermore, entities other than radio and TV stations are prohibited from producing consolidated radio and TV programs regarding current political news or similar subjects. Jingdong 360 has obtained a Permit for Production and Operation of Radio and TV Programs, which remains valid until June 2023.

Regulations Relating to E-Commerce

China's e-commerce industry is at a relatively early stage of development and there are few PRC laws or regulations specifically regulating the e-commerce industry.

On August 31, 2018, the Standing Committee of the National People's Congress promulgated the E-Commerce Law, which became effective on January 1, 2019. Pursuant to the E-Commerce Law, an e-commerce platform operator shall (i) collect, verify and register the truthful information submitted by the third-party merchants that apply to sell products or provide services on its platform, including the identities, addresses, contacts and licenses, establish registration archives and update such information on a regular basis; (ii) submit the identification information of the third-party merchants on its platform to market regulatory administrative department as required and remind the third-party merchants to complete the registration with market regulatory administrative department; (iii) submit identification information and tax-related information to tax authorities as required in accordance with the laws and regulations regarding the administration of tax collection and remind the individual third-party merchants to complete the tax registration; (iv) record and retain the information of the products and services and the transaction information for no less than 3 years; (v) display the platform service agreement and the transaction rules or links to such information on the homepage of the platform; (vi) display the noticeable labels regarding the products or services provided by the platform operator itself on its platform, and take liabilities for such products and services; (vii) establish a credit evaluation system, display the credit evaluation rules, provide consumers with accesses to make comments on the products and services provided on its platform, and restrain from deleting such comments; and (viii) establish intellectual property protection rules, and take necessary measures when any intellectual property holder notify the platform operator that his intellectual property rights have been infringed. An e-commerce platform operator shall take joint liabilities with the relevant third-party merchants on its platform and may be subject to warnings and fines up to RMB2,000,000 where (i) it fails to take necessary measures when it knows or should have known that the products or services provided by the third-party merchants on its platform do not meet the personal or property safety requirements or such third-party merchants' other acts may infringe on the lawful rights and interests of the consumers; or (ii) it fails to take necessary measures, such as deleting and blocking information, disconnecting, terminating transactions and services, when it knows or should have known that the third-party merchants on its platform infringe any intellectual property rights of any other third party. With respect to products or services affecting the consumers' life and health, if an e-commerce platform operator fails to verify the third-party merchants' qualification or fails to fulfill its obligations to safeguard the safety of consumers, which results in damages to the consumers, it shall take corresponding liabilities and may be subject to warnings and fines up to RMB2,000,000.

On March 15, 2021, the SAMR promulgated the Measures for the Supervision and Administration of Online Trading, or the Online Trading Measures, which aims to regulate business activities involving the sale of commodities or provision of services through the internet and other information networks, to replace the Administrative Measures for Online trading promulgated in January 2014. Pursuant to Online Trading Measures, online trading operators are classified into four types: the online trading platform operators, operators on platform, operators of self-built websites, and operators that carry out online trading activities through other online services. The Online Trading Measures reinforces the operation requirements as provided under the E-Commerce Law and the principles of legality, rationality and necessity in the collection and use of the users' information and disclosure of the rules, purposes, methods and scopes of collection and use of user information. The Online Trading Measures also provides that the online trading operators (i) shall not use false transactions, fabricated user review etc. to conduct false or misleading business promotion, so as to defraud or mislead consumers and (ii) shall not eliminate or restrict competition, damage or ruin the competitor's reputation. Furthermore, the Online Trading Measures imposes a series of regulatory requirements on new forms of online trading, such as online social networking e-commerce and online livestreaming e-commerce.

In March 2016, the STA, the Ministry of Finance and the General Administration of Customs jointly issued the Circular on Tax Policy for Cross-Border E-commerce Retail Imports, which took effect in April 2016. Pursuant to this circular, goods imported through the cross-border e-commerce retail are subject to tariff, import value-added tax, and consumption tax based on the types of goods. Individuals purchasing any goods imported through cross-border e-commerce retail are taxpayers, and e-commerce companies, companies operating e-commerce transaction platforms or logistic companies are required to withhold the taxes.

We are subject to these measures as a result of our online retail marketplace business.

Regulations Relating to Internet Content

The Administrative Measures on Internet Information Services specify that internet information services regarding news, publications, education, medical and health care, pharmacy and medical devices, among other things, are to be examined, approved and regulated by the relevant authorities. Internet information providers are prohibited from providing services beyond those included in the scope of their ICP licenses or filings. Furthermore, these measures clearly specify a list of prohibited content. Internet information providers are prohibited from producing, copying, publishing or distributing information that is humiliating or defamatory to others or that infringes the lawful rights and interests of others. Internet information providers that violate the prohibition may face criminal charges or administrative sanctions by the PRC authorities. Internet information providers must monitor and control the information posted on their websites. If any prohibited content is found, they must remove the offending content immediately, keep a record of it and report to the relevant authorities. Furthermore, in 2019, the CAC issued the Provisions on the Management of Network Information Content Ecology, or the CAC Order No.5, which became effective on March 1, 2020, to further strengthen the regulation and management of network information content. Pursuant to the CAC Order No.5, each network information content service platform is required, among others, (i) not to disseminate any information prohibited by laws and regulations, such as information jeopardizing national security; (ii) to strengthen the examination of advertisements published on such network information content service platform; (iii) to promulgate management rules and platform convention and improve user agreement, such that such network information content service platform could clarify users' rights and obligations and perform management responsibilities required by laws, regulations, rules and convention; (iv) to establish convenient means for complaints and reports; and (v) to prepare annual work report regarding its management of network information content ecology. In addition, a network information content service platform must not, among others, (i) utilize new technologies such as deep learning and virtual reality to engage in activities prohibited by laws and regulations; (ii) engage in online traffic fraud, malicious traffic rerouting and other activities related to fraudulent account, illegal transaction account or maneuver of users' account; or (iii) infringe a third party's legitimate rights or seek illegal interests by way of interfering with information display.

On September 15, 2021, the CAC promulgated the Opinions on Further Enforcing Responsibilities on Website Platforms as the Main Responsible Party for Information Content Management. In accordance with the Opinions, website platforms are required to perform specific responsibilities as the main responsible party for information content management, including, among others, enhancing the platform community rules, strengthening the regulation and management of accounts, improving the content vetting mechanism, improving the quality of information content, managing the dissemination of information content, and strengthening the management of key functions.

Internet information in China is also regulated and restricted from a national security standpoint. The National People's Congress, China's national legislative body, has enacted the Decisions on Maintaining Internet Security, which may subject violators to criminal punishment in China for any effort to: (1) gain improper entry into a computer or system of strategic importance; (2) disseminate politically disruptive information; (3) leak state secrets; (4) spread false commercial information; or (5) infringe intellectual property rights. The Ministry of Public Security has promulgated measures that prohibit use of the internet in ways which, among other things, result in a leakage of state secrets or a spread of socially destabilizing content.

Regulations Relating to Information Security

The National People's Congress has enacted legislation that prohibits use of the internet that breaches the public security, disseminates socially destabilizing content or leaks state secrets. Breach of public security includes breach of national security and infringement on legal rights and interests of the state, society or citizens. Socially destabilizing content includes any content that incites defiance or violations of PRC laws or regulations or subversion of the PRC government or its political system, spreads socially disruptive rumors or involves cult activities, superstition, obscenities, pornography, gambling or violence. State secrets are defined broadly to include information concerning PRC national defense, state affairs and other matters as determined by the PRC authorities.

Pursuant to applicable regulations, ICP operators must complete mandatory security filing procedures and regularly update information security and monitoring systems for their websites with local public security authorities, and must also report any public dissemination of prohibited content.

In December 2015, the Standing Committee of the National People's Congress promulgated the Anti-Terrorism Law of the PRC, or the Anti-Terrorism Law, which took effect on January 1, 2016 and was amended on April 27, 2018. According to the Anti-Terrorism Law, telecommunication service operators or internet service providers shall (i) provide technical interfaces, decryption and other technical support and assistance for the competent departments to prevent and investigate terrorist activities; (ii) implement network security and information monitoring systems as well as safety and technical prevention measures to avoid the dissemination of terrorism information, delete the terrorism information, immediately halt its dissemination, keep relevant records and report to the competent departments once the terrorism information is discovered; and (iii) examine customer identities before providing services. Any violation of the Anti-Terrorism Law may result in severe penalties, including substantial fines.

In November 2016, the Standing Committee of the National People's Congress promulgated the Cyber Security Law of the PRC, or the Cyber Security Law, which took effect on June 1, 2017. In accordance with the Cyber Security Law, network operators must comply with applicable laws and regulations and fulfill their obligations to safeguard network security in conducting business and providing services. Network service providers must take technical and other necessary measures as required by laws, regulations and mandatory requirements to safeguard the operation of networks, respond to network security effectively, prevent illegal and criminal activities, and maintain the integrity, confidentiality and usability of network data. On December 28, 2021, the CAC and other twelve PRC governmental authorities jointly issued the Cybersecurity Review Measures, with effect from February 15, 2022, which provide detailed cybersecurity review procedures for the purchase of network products and services by operators of "critical information infrastructure" or the data processing activities by a network platform operator. According to the Cybersecurity Review Measures, "network products and services" primarily refer to core network equipment, important communication product, high-performance computers and servers, mass storage equipment, large databases and applications, network security equipment, cloud computing services, and other network products and services that may have an important impact on the security of critical information infrastructure, cyber security or data security.

For the further purposes of regulating data processing activities, safeguarding data security, promoting data development and utilization, protecting the lawful rights and interests of individuals and organizations, and maintaining national sovereignty, security, and development interests, on June 10, 2021, Standing Committee of the PRC National People's Congress published the Data Security Law of the People's Republic of China, which took effect on September 1, 2021. The Data Security Law requires data processing, which includes the collection, storage, use, processing, transmission, provision, publication of data, to be conducted in a legitimate and proper manner. The Data Security Law provides for data security and privacy obligations on entities and individuals carrying out data activities. The Data Security Law also introduces a data classification and hierarchical protection system based on the importance of data in economic and social development, and the degree of harm it may cause to national security, public interests, or legitimate rights and interests of individuals or organizations if such data are tampered with, destroyed, leaked, illegally acquired or illegally used. The appropriate level of protection measures is required to be taken for each respective category of data. For example, a processor of important data is required to designate the personnel and the management body responsible for data security, carry out risk assessments of its data processing activities and file the risk assessment reports with the competent authorities. State core data, i.e. data having a bearing on national security, the lifelines of national economy, people's key livelihood and major public interests, shall be subject to stricter management system. Moreover, the Data Security Law provides a national security review procedure for those data activities which affect or may affect national security and imposes export restrictions on certain data and information. In addition, the Data Security Law also provides that any organization or individual within the territory of the PRC shall not provide any foreign judicial body and law enforcement body with any data without the approval of the competent PRC governmental authorities. As the Data Security Law was recently promulgated, we may be required to make further adjustments to our business practices to comply with this law, as well as any adjustments that may be required by the ultimate Personal Information Protection Law.

On July 6, 2021, certain PRC regulatory authorities issued Opinions on Strictly Cracking Down on Illegal Securities Activities, which, among others, provides for improving relevant laws and regulations on data security, cross-border data transmission, and confidential information management. It provided that efforts will be made to revise the regulations on strengthening the confidentiality and file management relating to the offering and listing of securities overseas, to implement the responsibility on information security of overseas listed companies, and to strengthen the standardized management of cross-border information provision mechanisms and procedures.

On November 14, 2021, the CAC released the Draft Measures for Internet Data Security, which provides that data processors refer to individuals or organizations that autonomously determine the purpose and the manner of processing data. In accordance with the Draft Measures for Internet Data Security, data processors shall apply for a cybersecurity review for the following activities: (i) merger, reorganization or division of Internet platform operators that have acquired a large number of data resources related to national security, economic development or public interests to the extent that affects or may affect national security; (ii) listing abroad of data processors which process over one million users' personal information; (iii) listing in Hong Kong which affects or may affect national security; or (iv) other data processing activities that affect or may affect national security. Besides, data processors that are listed overseas shall carry out an annual data security assessment. The Draft Measures for Internet Data Security remains unclear on whether the relevant requirements will be applicable to companies that have been listed in the United States and Hong Kong, such as us. There is no timetable as to when the Draft Measures for Internet Data Security will be enacted.

On July 30, 2021, the State Council issued the Regulations on Protection of Critical Information Infrastructure, or the CII Regulations. Pursuant to the CII Regulations, critical information infrastructure shall mean the important network facilities or information systems of key industries or fields such as public communication and information service, energy, transportation, water conservation, finance, public services, e-government affairs and national defense science, and important network facilities or information systems which may endanger national security, people's livelihood and public interest once there occur damage, malfunctioning or data leakage to them. The Regulations provide that no individual or organization may carry out any illegal activity of intruding into, interfering with, or sabotaging any critical information infrastructures, or endanger the security of any critical information infrastructures. The Regulations also require that critical information infrastructure operators shall establish a cybersecurity protection system and accountability system, and that the main responsible person of a critical information infrastructure operator shall take full responsibility for the security protection of the critical information infrastructures operated by it. In addition, relevant administration departments of each important industry and sector shall be responsible for formulating the rule of critical information infrastructure determination applicable to their respective industry or sector, and determine the critical information infrastructure operators in their industry or sector.

On July 12, 2021, the MIIT and two other authorities jointly issued the Provisions on the Administration of Security Vulnerabilities of Network Products, or the Provisions. The Provisions state that, no organization or individual may abuse the security vulnerabilities of network products to engage in activities that endanger network security, or to illegally collect, sell, or publish the information on such security vulnerabilities. Anyone who is aware of the aforesaid offences shall not provide technical support, advertising, payment settlement and other assistance to the relevant offenders. According to the Provisions, network product providers, network operators, and platforms collecting network product security vulnerabilities shall establish and improve channels for receiving network product security vulnerability information and keep such channels available, and retain network product security vulnerability information reception logs for at least six months. The Provisions also bans provision of undisclosed vulnerabilities to overseas organizations or individuals other than to the product providers.

On July 7, 2022, the CAC promulgated the Security Assessment Measures, which became effective on September 1, 2022. The Security Assessment Measures provide for the circumstances under which a data processor shall be subject to security assessment, including (i) where a data processor provides important data abroad; (ii) where a critical information infrastructure operator or a data processor that processes personal information of more than one million individuals provides personal information abroad; (iii) where a data processor that has exported personal information of over 100,000 individuals or sensitive personal information of over 10,000 individuals in total since January 1 of the previous year provides personal information abroad; and (iv) other circumstances prescribed by the CAC.

Furthermore, the Provisions on Technological Measures for Internet Security Protection, promulgated by the Ministry of Public Security and became effective in March 2006, require all ICP operators to keep records of certain information about its users (including user registration information, log-in and log-out time, IP address, content and time of posts by users) for at least 60 days and submit the above information as required by laws and regulations. The Decision on Strengthening Network Information Protection, or the Network Information Protection Decision, which was promulgated by the Standing Committee of the National People's Congress in December 2012, states that ICP operators must request identity information from users when ICP operators provide information publication services to the users. If ICP operators come across prohibited information, they must immediately cease the transmission of such information, take measures such as elimination, keep relevant records, and report to relevant government authorities.

On October 21, 2019, the Supreme People's Court and the Supreme People's Procuratorate of the PRC jointly issued the Interpretations on Certain Issues Regarding the Applicable of Law in the Handling of Criminal Case Involving Illegal Use of Information Networks and Assisting Committing Internet Crimes, which came into effect on November 1, 2019, and further clarifies the meaning of Internet service provider and the severe situations of the relevant crimes.

Regulations Relating to Internet Privacy

The PRC Constitution states that PRC law protects the freedom and privacy of communications of citizens and prohibits infringement of these rights. In recent years, PRC government authorities have enacted legislation on internet use to protect personal information from any unauthorized disclosure. The Network Information Protection Decision provides that electronic information that identifies a citizen or involves privacy of any citizen is protected by law and must not be unlawfully collected or provided to others. ICP operators collecting or using personal electronic information of citizens must specify the purposes, manners and scopes of information collection and uses, obtain consent of the relevant citizens, and keep the collected personal information confidential. ICP operators are prohibited from disclosing, tampering with, damaging, selling or illegally providing others with, collected personal information. ICP operators are required to take technical and other measures to prevent the collected personal information from any unauthorized disclosure, damage or loss. The Administrative Measures on Internet Information Services prohibit an ICP operator from insulting or slandering a third party or infringing upon the lawful rights and interests of a third party. According to the Provisions on Protection of Personal Information of Telecommunication and Internet Users, which was promulgated by MIIT and became effective in September 2013, telecommunication business operators and ICP operators are responsible for the security of the personal information of users they collect or use in the course of their provision of services. Without obtaining the consent from the users, telecommunication business operators and ICP operators may not collect or use the users' personal information. The personal information collected or used in the course of provision of services by the telecommunication business operators or ICP operators must be kept in strict confidence, and may not be divulged, tampered with or damaged, and may not be sold or illegally provided to others. The ICP operators are required to take certain measures to prevent any divulgence of, damage to, tampering with or loss of users' personal information. In accordance with the Cyber Security Law, network operators are required to collect and use personal information in compliance with the principles of legitimacy, properness and necessity, and strictly within the scope of authorization by the subject of personal information unless otherwise prescribed by laws or regulations. In the event of any unauthorized disclosure, damage or loss of collected personal information, network operators must take immediate remedial measures, notify the affected users and report the incidents to the relevant authorities in a timely manner. If any user knows that a network operator illegally collects and uses his or her personal information in violation of laws, regulations or any agreement with the user, or the collected and stored personal information is inaccurate or wrong, the user has the right to request the network operator to delete or correct the relevant collected personal information.

The relevant telecommunications authorities are further authorized to order ICP operators to rectify unauthorized disclosure. ICP operators are subject to legal liability, including warnings, fines, confiscation of illegal gains, revocation of licenses or filings, closing of the relevant websites, administrative punishment, criminal liabilities, or civil liabilities, if they violate relevant provisions on internet privacy. Pursuant to the Ninth Amendment to the Criminal Law issued by the Standing Committee of the National People's Congress in August 2015 and becoming effective in November 2015, the standards of crime of infringing citizens' personal information were amended accordingly and the criminal culpability of unlawful collection, transaction, and provision of personal information has been reinforced. In addition, any ICP provider that fails to fulfill the obligations related to information cybersecurity administration as required by applicable laws and refuses to rectify upon orders, will be subject to criminal liability for (i) dissemination of illegal information in large scale; (ii) severe effect due to the leakage of the client's information; (iii) serious loss of evidence of criminal activities; or (iv) other severe situations, and any individual or entity that (x) sells or provides personal information to others unlawfully, or (y) steals or illegally obtains any personal information, will be subject to criminal liability in severe situations. In addition, the Interpretations of the Supreme People's Court and the Supreme People's Procuratorate of the PRC on Several Issues Concerning the Application of Law in Handling Criminal Cases of Infringing Personal Information, effective in June 2017, have clarified certain standards for the conviction and sentencing in relation to personal information infringement. The PRC government has the power and authority to order ICP operators to turn over personal information if an internet user posts any prohibited content or engages in illegal activities on the internet. The Civil Code further provides in a stand-alone chapter of right of personality and reiterate that the personal information of a natural person shall be protected by the law. Any organization or individual shall legitimately obtain such personal information of others in due course on a need-to-know basis and ensure the safety and privacy of such information, and refrain from excessively handling or using such information.

With respect to the security of information collected and used by mobile apps, pursuant to the Announcement of Conducting Special Supervision against the Illegal Collection and Use of Personal Information by Apps, which was issued on January 23, 2019, app operators should collect and use personal information in compliance with the Cyber Security Law and should be responsible for the security of personal information obtained from users and take effective measures to strengthen the personal information protection. Furthermore, app operators should not force their users to make authorization by means of bundling, suspending installation or in other default forms and should not collect personal information in violation of laws, regulations or breach of user agreements. Such regulatory requirements were emphasized by the Notice on the Special Rectification of Apps Infringing upon User's Personal Rights and Interests, which was issued by MIIT on October 31, 2019. On November 28, 2019, the CAC, the MIIT, the Ministry of Public Security and the SAMR jointly issued the Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information. This regulation further illustrates certain commonly-seen illegal practices of apps operators in terms of personal information protection, including "failure to publicize rules for collection and use," "failure to expressly state the purpose, manner and scope of collecting and using personal information," "collection and use of personal information without consent of users," "collecting personal information irrelevant to the services provided by such app in violation of the principle of necessity," "provision of personal information to others without consent," "failure to provide the function of deleting or correcting personal information as required by laws" and "failure to publish information such as methods for complaints and reporting." Among others, any of the following acts of an app operator will constitute "collection and use of personal information without consent of users": (i) collecting a user's personal information or activating the permission for collecting any user's personal information without obtaining such user's consent; (ii) collecting personal information or activating the permission for collecting the personal information of any user who explicitly refuses such collection, or repeatedly seeking for user's consent such that the user's normal use of such app is disturbed; (iii) any user's personal information which has been actually collected by the app operator or the permission for collecting any user's personal information activated by the app operator is beyond the scope of personal information which such user authorizes such app operator to collect; (iv) seeking for any user's consent in a non-explicit manner; (v) modifying any user's settings for activating the permission for collecting any personal information without such user's consent; (vi) using users' personal information and any algorithms to directionally push any information, without providing the option of non-directed pushing such information; (vii) misleading users to permit collecting their personal information or activating the permission for collecting such users' personal information by improper methods such as fraud and deception; (viii) failing to provide users with the means and methods to withdraw their permission of collecting personal information; and (ix) collecting and using personal information in violation of the rules for collecting and using personal information promulgated by such app operator.

On August 22, 2019, the CAC promulgated the Children Information Protection Provisions, which took effect on October 1, 2019, requiring that before collecting, using, transferring or disclosing the personal information of a child, the Internet service operator should inform the child's guardians in a noticeable and clear manner and obtain their consents. Meanwhile, internet service operators should take measures like encryption when storing children's personal information. On March 12, 2021, the CAC and three other authorities jointly issued the Rules on the Scope of Necessary Personal Information for Common Types of Mobile Internet Applications. The Rules specifies the scope of necessary personal information to be collected each for a variety of common mobile internet applications, such as maps and navigation apps, online ride-hailing apps, instant messaging apps, online community apps. Operators of such apps shall not refuse to provide basic services to users on the ground of users' refusal to provide their personal non-essential information.

In addition, on August 20, 2021, the Standing Committee of the National People's Congress adopted the Personal Information Protection Law which took effect on November 1, 2021. The Personal Information Protection Law requires, among others, that (i) the processing of personal information should have a clear and reasonable purpose which should be directly related to the processing purpose, in a method that has the least impact on personal rights and interests, and (ii) the collection of personal information should be limited to the minimum scope necessary to achieve the processing purpose to avoid the excessive collection of personal information. Different types of personal information and personal information processing will be subject to various rules on consent, transfer, and security. Entities handling personal information shall bear responsibilities for their personal information handling activities, and adopt necessary measures to safeguard the security of the personal information they handle. The entities failing to comply could be ordered to correct, or suspend or terminate the provision of services, and face confiscation of illegal income, fines or other penalties.

Regulations Relating to Product Quality, Consumer Protection and Operation Safety

The Product Quality Law applies to all production and sale activities in China. Pursuant to this law, products offered for sale must satisfy relevant quality and safety standards. Enterprises may not produce or sell counterfeit products in any fashion, including forging brand labels or giving false information regarding a product's manufacturer. Violations of state or industrial standards for health and safety and any other related violations may result in civil liabilities and administrative penalties, such as compensation for damages, fines, suspension or shutdown of business, as well as confiscation of products illegally produced and sold and the proceeds from such sales. Severe violations may subject the responsible individual or enterprise to criminal liabilities. Where a defective product causes physical injury to a person or damage to another person's property, the victim may claim compensation from the manufacturer or from the seller of the product. If the seller pays compensation and it is the manufacturer that should bear the liability, the seller has a right of recourse against the manufacturer. Similarly, if the manufacturer pays compensation and it is the seller that should bear the liability, the manufacturer has a right of recourse against the seller.

The Consumer Protection Law sets out the obligations of business operators and the rights and interests of the consumers in China. Pursuant to this law, business operators must guarantee that the commodities they sell satisfy the requirements for personal or property safety, provide consumers with authentic information about the commodities, and guarantee the quality, function, usage and term of validity of the commodities. Failure to comply with the Consumer Protection Law may subject business operators to civil liabilities such as refunding purchase prices, replacement of commodities, repairing, ceasing damages, compensation, and restoring reputation, and even subject the business operators or the responsible individuals to criminal penalties when personal damages are involved or if the circumstances are severe. The Consumer Protection Law was further amended in October 2013 and became effective in March 2014. The amended Consumer Protection Law further strengthen the protection of consumers and impose more stringent requirements and obligations on business operators, especially on the business operators through the internet. For example, the consumers are entitled to return the goods (except for certain specific goods, such as custom-made goods, fresh and perishable goods, digital products (e.g. audio-visual products, computer software downloaded online or unpacked by the consumer), newspapers and periodicals delivered and other goods for which non-return of goods is confirmed by the consumer at the time of purchase based on the characteristics of the goods,) within seven days upon receipt without any reasons when they purchase the goods from business operators on the internet. The consumers whose interests have been damaged due to their purchase of goods or acceptance of services on online marketplace platforms may claim damages from sellers or service providers. Where the providers of the online marketplace platforms are unable to provide the real names, addresses and valid contact details of the sellers or service providers, the consumers may also claim damages from the providers of the online marketplace platforms. Providers of online marketplace platforms that know or should have known that sellers or service providers use their platforms to infringe upon the legitimate rights and interests of consumers but fail to take necessary measures must bear joint and several liabilities with the sellers or service providers. Moreover, if business operators deceive consumers or knowingly sell substandard or defective products, they should not only compensate consumers for their losses, but also pay additional damages equal to three times the price of the goods or services.

We are subject to the Product Quality Law and the Consumer Protection Law as an online supplier of commodities and a provider of online marketplace platform and believe that we are currently in compliance with these regulations in all material aspects.

In addition, we are subject to PRC regulations relating to operation safety. According to the Work Safety Law, which was effective on November 1, 2002 and most recently amended on June 10, 2021, the principal person-in-charge of a production and operation entity shall be the primary person responsible for the work safety of such entity, and the production and operation entities in emerging industries and fields such as platform economy shall, based on the characteristics of their respective industries and fields, establish, improve and implement a responsibility system for work safety of employees, as well as strengthen the education and training on work safety for employees.

Regulations Relating to Pricing

In China, the prices of a very small number of products and services are guided or fixed by the government. According to the Pricing Law, business operators must, as required by the government departments in charge of pricing, mark the prices explicitly and indicate the name, origin of production, specifications, and other related particulars clearly. Business operators may not sell products at a premium or charge any fees that are not explicitly indicated. Business operators must not commit the specified unlawful pricing activities, such as colluding with others to manipulate the market price, using false or misleading prices to deceive consumers to transact, or conducting price discrimination against other business operators. Failure to comply with the Pricing Law may subject business operators to administrative sanctions such as warning, ceasing unlawful activities, compensation, confiscating illegal gains, fines. The business operators may be ordered to suspend business for rectification, or have their business licenses revoked if the circumstances are severe. We are subject to the Pricing Law as online retailer as well as business operator. We believe that our pricing activities are currently in compliance with the law in all material aspects.

Regulations Relating to Mobile Telecommunications Resale Business

In May 2013, the MIIT issued the Circular regarding the Pilot Work on Implementation of Mobile Telecommunications Resale Business and the Pilot Program on Mobile Telecommunications Resale Business, pursuant to which private capital is encouraged to invest in the mobile telecommunications resale business. The resale business refers to the business whereby a reseller purchases mobile telecommunications services (excluding mobile satellite telecommunications service) from a basic telecommunications service provider who owns a mobile network, repackages the services with its private brand and sells the services to end users. Under the circular and the pilot program, the mobile telecommunications resale is categorized as a Class II basic telecommunications business but managed by reference to the value-added telecommunications business. A mobile communications reseller does not build its own wireless network, core network, transmission network and other mobile telecommunications network infrastructures, but must build its customer service system and may build its own business management platform, and billing, business accounting and other business supporting systems as needed. The applicant for the mobile telecommunications resale business must be a private company of which the private capital must account for no less than 50% of the capital and the capital contributed by its largest shareholder must come from private capital. A mobile telecommunications reseller is required to enter into a commercial contract for mobile telecommunications resale business with a basic telecommunications service provider, specifying the resources for resale to mobile communications users, division of responsibilities for service quality assurance between both parties, as well as protection of users' rights and interests and user information. Resellers may pre-charge service fees for up to two years from users on the condition that they provide evidence of their measures to ensure long-term services, and must abide by the Telecommunications Regulations, the Administrative Measures on Internet Information Services and other PRC related laws and regulations. In addition, the MIIT issued the Circular of the Ministry of Industry and Information Technology on the Official Commercial Use of Mobile Communication Resale Business, pursuant to which the mobile communication resale business will be transferred from the pilot to the formal commercial use, and the enterprise that has already approved to be a pilot to conduct the mobile telecommunications resale business, and intends to continue the business, the commercial contract shall be renewed in accordance with the provisions of this circular and shall apply for a renew its telecommunications business license. Jingdong 360 has been approved to be a pilot to conduct the mobile telecommunications resale business, has renewed the telecommunications business license, and has cooperated with China Telecom in 60 cities and with China Unicom in 105 cities.

Regulations Relating to Leasing

Pursuant to the Law on Administration of Urban Real Estate which took effect in January 1995 with the latest amendment on August 26, 2019, which became effective on January 1, 2020, lessors and lessees are required to enter into a written lease contract, containing such provisions as the term of the lease, the use of the premises, rental price, liability for repair, and other rights and obligations of both parties. Both lessor and lessee are also required to file for registration and record the lease contract with the real estate administration department. Pursuant to implementing rules stipulated by certain provinces or cities, if the lessor and lessee fail to go through the registration procedures, both lessor and lessee may be subject to fines.

According to the PRC Civil Code (which took effect on January 1, 2021), the lessee may sublease the leased premises to a third party, subject to the consent of the lessor. Where the lessee subleases the premises, the lease contract between the lessee and the lessor remains valid. The lessor is entitled to terminate the lease contract if the lessee subleases the premises without the consent of the lessor. In addition, if the ownership of the leased premises changes during the lessee's possession in accordance with the terms of the lease contract, the validity of the lease contract shall not be affected.

Pursuant to the PRC Civil Code, if the mortgaged property has been leased and transferred for occupation prior to the establishment of the mortgage right, the original tenancy shall not be affected by such mortgage right. According to the Interpretation of the Supreme People's Court on Several Issues concerning the Application of Law in the Trial of Cases about Disputes Over Lease Contracts on Urban Buildings (2020 version), which took effect on January 1, 2021, if the ownership of the leased premises changes during lessee's possession in accordance with the terms of the lease contract, and the lessee requests the assignee to continue to perform the original lease contract, the PRC court shall support it, except that the mortgage right has been established before the lease of the leased premises and the ownership changes due to the mortgagee's realization of the mortgage right.

Regulations Relating to Advertising Business

The SAMR is the government agency responsible for regulating advertising activities in the PRC. According to PRC laws and regulations, companies that engage in advertising activities must obtain a business license from the SAMR or its local branches which specifically includes operating an advertising business within its business scope. The business license of an advertising company is valid for the duration of its existence, unless the license is suspended or revoked due to a violation of any relevant law or regulation. PRC advertising laws and regulations set forth certain content requirements for advertisements in the PRC including, among other things, prohibitions on false or misleading content, superlative wording, socially destabilizing content or content involving obscenities, superstition, violence, discrimination or infringement of the public interest. Advertisers, advertising agencies, and advertising distributors are required to ensure that the content of the advertisements they prepare or distribute is true and in full compliance with applicable law. In providing advertising services, advertising operators and advertising distributors must review the supporting documents provided by advertisers for advertisements and verify that the content of the advertisements complies with applicable PRC laws and regulations. Prior to distributing advertisements that are subject to government censorship and approval, advertising distributors are obligated to verify that such censorship has been performed and approval has been obtained. The release or delivery of advertisements through the internet must not impair the normal use of the network by users. The advertisements released in pop-up form on a webpage and other forms must show the close flag prominently and ensure one-click close. Violation of these regulations may result in penalties, including fines, confiscation of advertising income, orders to cease dissemination of the advertisements and orders to eliminate the effect of illegal advertisement. In circumstances involving serious violations, the SAMR or its local branches may revoke the violators' licenses or permits for their advertising business operations.

In July 2016, the State Administration of Industry and Commerce issued the Interim Measures for the Administration of Internet Advertising to regulate internet advertising activities. According to these measures, no advertisement of any medical treatment, medicines, food for special medical purpose, medical devices, pesticides, veterinary medicines, dietary supplement or other special commodities or services subject to examination by an advertising examination authority as stipulated by laws and regulations may be published unless the advertisement has passed such examination. In addition, no entity or individual may publish any advertisement of prescription drugs or tobacco on the internet. An internet advertisement must be identifiable and clearly identified as an "advertisement" to the consumers. Paid search advertisements are required to be clearly distinguished from natural search results. In addition, the following internet advertising activities are prohibited: providing or using any applications or hardware to intercept, filter, cover, fast forward or otherwise restrict any authorized advertisement of other persons; using network pathways, network equipment or applications to disrupt the normal data transmission of advertisements, alter or block authorized advertisements of other persons or load advertisements without authorization; or using fraudulent statistical data, transmission effect or matrices relating to online marketing performance to induce incorrect quotations, seek undue interests or harm the interests of others. Internet advertisement publishers are required to verify relevant supporting documents and check the content of the advertisement and are prohibited from publishing any advertisement with unverified content or without all the necessary qualifications. Internet information service providers that are not involved in internet advertising business activities but simply provide information services are required to block any attempt to publish an illegal advertisement that they are aware of or should reasonably be aware of through their information services.

Regulations Relating to Intellectual Property Rights

The PRC has adopted comprehensive legislation governing intellectual property rights, including copyrights, patents, trademarks and domain names.

Copyright

Copyright in the PRC is principally protected under the Copyright Law of the PRC and its implementation rules. Reproducing, distributing, performing, projecting, broadcasting or compiling a work or communicating the same to the public via an information network without permission from the owner of the copyright therein, unless otherwise provided in the Copyright Law of the PRC and related rules and regulations, shall constitute infringements of copyrights. The infringer shall, according to the circumstances of the case, undertake to cease the infringement, take remedial action, and offer an apology, pay damages, etc. In addition, the Regulations on the Protection of Rights to Information Network Communication promulgated by the State Council on May 18, 2006 (as amended in 2013), provides specific rules on fair use, statutory license, and a safe harbor for use of copyrights and copyright management technology and specifies the liabilities of various entities for violations, including copyright holders, libraries and internet service providers.

Patent

The Patent Law provides for three types of patents, “invention”, “utility model” and “design.” Invention or utility models must meet three criteria to be patentable: novelty, inventiveness and practicability. The National Intellectual Property Administration is responsible for examining and approving patent applications. As of December 31, 2022, we had approximately 6,300 patents granted in China, over 450 patents granted outside China, approximately 18,500 patent applications pending in China and approximately 2,200 patent applications pending outside China.

Trademark

The Trademark Law and its implementation rules protect registered trademarks. The PRC Trademark Office of National Intellectual Property Administration is responsible for the registration and administration of trademarks throughout the PRC. The Trademark Law has adopted a “first-to-file” principle with respect to trademark registration. As of December 31, 2022, we had approximately 29,500 registered trademarks in different applicable trademark categories in different jurisdictions, approximately 32,230 trademark applications in China and over 6,700 outside China.

Domain Name

Domain names are protected under the Administrative Measures on the Internet Domain Names promulgated by the MIIT. The MIIT is the major regulatory body responsible for the administration of the PRC internet domain names, under supervision of which the CNNIC is responsible for the daily administration of .cn domain names and Chinese domain names. CNNIC adopts the “first to file” principle with respect to the registration of domain names. In November 2017, the MIIT promulgated the Notice of the Ministry of Industry and Information Technology on Regulating the Use of Domain Names in Providing Internet-based Information Services, which became effective on January 1, 2018. Pursuant to the notice, the domain name used by an internet-based information service provider in providing internet-based information services must be registered and owned by such provider in accordance with the law. If the internet-based information service provider is an entity, the domain name registrant must be the entity (or any of the entity’s shareholders), or the entity’s principal or senior manager. We have registered jd.com, jd.cn, jdhealth.com, 360buy.com, 360buy.cn, 360buy.com.cn and other domain names.

Regulations Relating to Employment

The Labor Contract Law and its implementation rules provide requirements concerning employment contracts between an employer and its employees. If an employer fails to enter into a written employment contract with an employee within one year from the date on which the employment relationship is established, the employer must rectify the situation by entering into a written employment contract with the employee and pay the employee twice the employee’s salary for the period from the day following the lapse of one month from the date of establishment of the employment relationship to the day prior to the execution of the written employment contract. The Labor Contract Law and its implementation rules also require compensation to be paid upon certain terminations, which significantly affects the cost of reducing workforce for employers. In addition, if an employer intends to enforce a non-compete provision with an employee in an employment contract or non-competition agreement, it has to compensate the employee on a monthly basis during the term of the restriction period after the termination or ending of the labor contract. Employers in most cases are also required to provide a severance payment to their employees after their employment relationships are terminated.

Enterprises in China are required by PRC laws and regulations to participate in certain employee benefit plans, including social insurance funds, namely a pension plan, a medical insurance plan, an unemployment insurance plan, a work-related injury insurance plan and a maternity insurance plan, and a housing provident fund, and contribute to the plans or funds in amounts equal to certain percentages of salaries, including bonuses and allowances, of the employees as specified by the local government from time to time at locations where they operate their businesses or where they are located. According to the Social Insurance Law, an employer that fails to make social insurance contributions may be ordered to pay the required contributions within a stipulated deadline and be subject to a late fee. If the employer still fails to rectify the failure to make social insurance contributions within the stipulated deadline, it may be subject to a fine ranging from one to three times the amount overdue. According to the Regulations on Management of Housing Fund, an enterprise that fails to make housing fund contributions may be ordered to rectify the noncompliance and pay the required contributions within a stipulated deadline; otherwise, an application may be made to a local court for compulsory enforcement.

Regulations Relating to Overseas Listing and M&A

On August 8, 2006, six PRC governmental and regulatory agencies, including the Ministry of Commerce and the CSRC, jointly promulgated the Regulations on Mergers and Acquisitions of Domestic Enterprises by Foreign Investors (the “M&A Rules”), a new regulation with respect to the mergers and acquisitions of domestic enterprises by foreign investors that became effective on September 8, 2006 and revised on June 22, 2009. Foreign investors shall comply with the M&A rules when they purchase equity interests of a domestic company or subscribe for the increased capital of a domestic company, and thus changing the nature of the domestic company into a foreign-invested enterprise; or when the foreign investors establish a foreign-invested enterprise in the PRC for the purpose of purchasing the assets of a domestic company and operating the asset; or when the foreign investors purchase the asset of a domestic company, establish a foreign-invested enterprise by injecting such assets, and operate the assets.

On July 6, 2021, the relevant PRC government authorities issued Opinions on Strictly Cracking Down Illegal Securities Activities in Accordance with the Law. These opinions emphasized the need to strengthen the administration over illegal securities activities and the supervision on overseas listings by China-based companies and proposed to take effective measures, such as promoting the construction of relevant regulatory systems to deal with the risks and incidents faced by China-based overseas-listed companies.

On February 17, 2023, the CSRC, as approved by the State Council, released the Trial Measures. According to the Trial Measures, domestic companies in the Chinese mainland that directly or indirectly offer or list their securities in an overseas market, are required to file with the CSRC. Specifically, the securities under the Trial Measures refer to stocks, depositary receipts, convertible corporate bonds, exchangeable bonds and other equity-linked securities to be issued and offered in overseas markets by domestic companies directly or indirectly, while a direct offering and listing refers to the overseas offering and listing of a joint-stock company incorporated in the Chinese mainland, and an indirect offering and listing refers to the overseas offering and listing of a domestic company which conducts its business operations primarily in the Chinese mainland, in the name of an offshore company and based on the underlying equities, assets, earnings or similar interests of the domestic company. In particular, the determination of an indirect offering and listing will be conducted on a “substance over form” basis, and an offering and listing should be considered as an indirect overseas offering and listing by a domestic company if the issuer meets both of the following conditions: (i) any of the revenue, profits, total assets or net assets of such domestic company in the most recent financial year account for more than 50% of the corresponding data in the issuer’s audited consolidated financial statements for the same period; and (ii) the majority of its business operations are conducted in the Chinese mainland or its principal place of business is located in the Chinese mainland, or the majority of senior management in charge of business operations are Chinese citizens or have domicile in the Chinese mainland. According to the Trial Measures, an overseas offering and listing is prohibited under any of the following circumstances: (i) if the intended securities offering and listing is specifically prohibited by the laws, administrative regulations and relevant national provisions; (ii) if the intended securities offering and listing may constitute a threat to or endangers national security as reviewed and determined by competent authorities under the State Council in accordance with law; (iii) the domestic companies or their controlling shareholders or actual controllers have committed corruption, bribery, embezzlement, misappropriation of property, or other criminal offenses disruptive to the order of the socialist market economy in the past three years; (iv) the domestic companies are currently under investigations in connection with suspicion of having committed criminal offenses or material violations of applicable laws and regulations, and there is still no explicit conclusion; (v) there are material ownership disputes over the shareholdings held by the controlling shareholder or the shareholder under the control of the controlling shareholder or the actual controllers. According to the Trial Measures, the issuer or its affiliated domestic company, as the case may be, is required to file with the CSRC (i) with respect to its initial public offering and listing and its subsequent securities offering in an overseas market different from the market where it has listed, within three business days after its submission of listing application documents to the relevant regulator in the place of intended listing, (ii) with respect to its follow-on offering in the same overseas market where it has listed (including issuance of any corporate convertible bonds, exchangeable bonds and other equity-linked securities, but excluding the offering for employees incentive, dividend distribution by shares and share split), within three business days after completion of such follow-on offering, (iii) with respect to listing by means of single or multiple acquisitions, share swap, transfers of shares and similar transactions, within three business days after its initial filing of the listing application or the first public announcement of the transaction, as case may be. Failure to comply with the filing requirements may result in an order of rectification, a warning and fines up to RMB10 million to the non-compliant domestic companies, and the directly responsible persons of the companies will be warned and fined between RMB500,000 and RMB5 million. Furthermore, if the controlling shareholder and the actual controller of the non-compliant companies organizes or instigates the breach, they will be fined between RMB1 million and RMB10 million. In addition to above filing requirements, the Filings Rules also requires an issuer to report to the CSRC within three business days after occurrence of any the following events: (i) its change of control; (ii) its being subject to investigation or sanctions by any overseas securities regulators or overseas authorities; (iii) its change of listing status or listing segment; (iv) voluntary or mandatory delisting; and (v) material change of its principal business operations to the extent that it ceases to be subject to the filing requirements of the Trial Measures.

Regulations Relating to Anti-Monopoly

The currently effective Anti-Monopoly Law was promulgated by Standing Committee of the National People's Congress in 2007 and most recently amended on June 24, 2022. Pursuant to the Anti-Monopoly Law, the relevant operators of a concentration of undertakings which reaches the standard for declaration shall make an advance declaration to the Anti-Monopoly Law enforcement authority under the State Council. The fines for illegal concentration of business operators shall be "no more than ten percent of its preceding year's sales revenue if the concentration of business operator has or may have an effect of excluding or limiting competition; or a fine of up to RMB5 million if the concentration of business operator does not have an effect of excluding or limiting competition." Pursuant to the Anti-Monopoly Law, the relevant authority may require the operators to make a declaration where there is evidence that the concentration has or may have the effect of eliminating or restricting competition, even if such concentration does not reach the filing threshold.

On February 7, 2021, the Anti-Monopoly Committee of the State Council promulgated the Anti-Monopoly Guidelines for the Internet Platform Economy Sector which stipulates that any concentration of undertakings involving variable interest entities shall fall within the scope of antimonopoly review. Furthermore, the Anti-Monopoly Guidelines for Internet Platforms prohibits certain monopolistic acts of internet platforms so as to protect market competition and safeguard interests of users and undertakings participating in internet platform economy, including without limitation, prohibiting platforms with dominant position from abusing their market dominance (such as discriminating customers in terms of pricing and other transactional conditions using big data and analytics, coercing counterparties into exclusivity arrangements, using technology means to block competitors' interface, favorable positioning in search results of goods displays, using bundle services to sell services or products, compulsory collection of unnecessary user data). On August 17, 2021, the SAMR issued the Provisions on Prohibition of Unfair Competition on the Internet (Draft for Comments), which prohibits business operators from using data, algorithms and other technical means to commit traffic hijacking, interference, malicious incompatibility and other improprieties to influence user choices or hinder or damage the normal operation of network products or services offered by other business operators.

Regulations Relating to PRC Value Added Tax

On March 23, 2016, the MOF and the STA jointly issued the Circular on the Pilot Program for Overall Implementation of the Collection of Value Added Tax Instead of Business Tax, or Circular 36, which took effect on May 1, 2016. Pursuant to the Circular 36, all of the companies operating in construction, real estate, finance, modern service or other sectors which were required to pay business tax are required to pay VAT, in lieu of business tax. The VAT rate is 6%, except for rate of 11% for real estate sale, land use right transferring and providing service of transportation, postal sector, basic telecommunications, construction, real estate lease; rate of 17% for providing lease service of tangible property; and rate of zero for specific cross-bond activities.

On April 4, 2018, MOF and STA jointly promulgated the Circular of the Ministry of Finance and the STA on Adjustment of Value-Added Tax Rates, or Circular 32, according to which, (i) for VAT taxable sales or importation of goods originally subject to value-added tax rates of 17% and 11% respectively, such tax rates shall be adjusted to 16% and 10%, respectively; (ii) for purchase of agricultural products originally subject to deduction rate of 11%, such deduction rate shall be adjusted to 10%; (iii) for purchase of agricultural products for the purpose of production and sales or consigned processing of goods subject to tax rate of 16%, the input VAT will be calculated at a 12% deduction rate; (iv) for exported goods originally subject to tax rate of 17% and export tax refund rate of 17%, the export tax refund rate shall be adjusted to 16%; and (v) for exported goods and cross-border taxable acts originally subject to tax rate of 11% and export tax refund rate of 11%, the export tax refund rate shall be adjusted to 10%. Circular 32 became effective on May 1, 2018 and shall supersede any previously existing provisions in the case of any inconsistency.

Further, On March 20, 2019, the MOF, the STA and the General Administration of Customs jointly issued the Announcement on Policies for Deepening the VAT Reform, or Announcement 39, to further slash value-added tax rates. According to the Announcement 39, (i) for general VAT payers' sales activities or imports that are subject to VAT at an existing applicable rate of 16% or 10%, the applicable VAT rate is adjusted to 13% or 9% respectively; (ii) for the agricultural products purchased by taxpayers to which an existing 10% deduction rate is applicable, the deduction rate is adjusted to 9%; (iii) for the agricultural products purchased by taxpayers for production or commissioned processing, which are subject to VAT at 13%, the input VAT will be calculated at a 10% deduction rate; (iv) for the exportation of goods or labor services that are subject to VAT at 16%, with the applicable export refund at the same rate, the export refund rate is adjusted to 13%; (v) for the exportation of goods or cross-border taxable activities that are subject to VAT at 10%, with the export refund at the same rate, the export refund rate is adjusted to 9%; and (vi) for taxpayers providing production and living services, the deductible input VAT amount for the current period shall be added additional 10% based on the actual input VAT amount. The Announcement 39 came into effect on April 1, 2019 and shall be prevail in case of any conflict with existing provisions. On September 30, 2019, the MOF and the SAT jointly issued the Announcement on Clarifying the VAT Additional Deduction Policy for the Living Services, or Announcement 87, pursuant to which, from October 1, 2019 to December 31, 2021, the taxpayers engaging in providing living services are allowed to deduct additional 15% of the deductible input VAT amount for the current period from the payable tax. For aforementioned taxpayers providing production and living services relating to Announcement 39 and Announcement 87, the input VAT additional deduction policies is further extended to December 31, 2022 according to the relevant regulations.

Regulations Relating to Dividend Withholding Tax

Pursuant to the Enterprise Income Tax Law and its implementation rules, if a non-resident enterprise has not set up an organization or establishment in the PRC, or has set up an organization or establishment but the income derived has no actual connection with such organization or establishment, it will be subject to a withholding tax on its PRC-sourced income at a rate of 10%. Pursuant to the Arrangement between the Chinese mainland and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, the withholding tax rate in respect to the payment of dividends by a PRC enterprise to a Hong Kong enterprise is reduced to 5% from a standard rate of 10% if the Hong Kong enterprise directly holds at least 25% of the PRC enterprise. Pursuant to the Notice of the State Taxation Administration on the Issues concerning the Application of the Dividend Clauses of Tax Agreements, or Circular 81, if the relevant PRC tax authorities determine, in their discretion, that a company benefits from such reduced income tax rate due to a structure or arrangement that is primarily tax-driven, such PRC tax authorities may adjust the preferential tax treatment. Furthermore, the Administrative Measures for Non-Resident Taxpayer to Enjoy Treatments under Tax Treaties, or STA Circular 60, which became effective in November 2015, require that non-resident enterprises which satisfy the criteria for entitlement to tax treaty benefits may, at the time of tax declaration or withholding declaration through a withholding agent, enjoy the tax treaty benefits, and be subject to ongoing administration by the tax authorities. In the case where the non-resident enterprises do not apply to the withholding agent to claim the tax treaty benefits, or the materials and the information stated in the relevant reports and statements provided to the withholding agent do not satisfy the criteria for entitlement to tax treaty benefits, the withholding agent should withhold tax pursuant to the provisions of the PRC tax laws. The STA issued the Announcement of State Taxation Administration on Promulgation of the Administrative Measures on Non-resident Taxpayers Enjoying Treaty Benefits (“STA Circular 35”) on October 14, 2019, which became effective on January 1, 2020. The STA Circular 35 further simplified the procedures for enjoying treaty benefits and replaced the STA Circular 60. According to the STA Circular 35, no approvals from the tax authorities are required for a non-resident taxpayer to enjoy treaty benefits, where a non-resident taxpayer self-assesses and concludes that it satisfies the criteria for claiming treaty benefits, it may enjoy treaty benefits at the time of tax declaration or at the time of withholding through the withholding agent, but it shall gather and retain the relevant materials as required for future inspection, and accept follow-up administration by the tax authorities. There are also other conditions for enjoying the reduced withholding tax rate according to other relevant tax rules and regulations. According to the Circular on Several Issues regarding the “Beneficial Owner” in Tax Treaties, or Circular 9, which was issued on February 3, 2018 by the STA, effective as of April 1, 2018, when determining the applicant’s status of the “beneficial owner” regarding tax treatments in connection with dividends, interests or royalties in the tax treaties, several factors, including without limitation, whether the applicant is obligated to pay more than 50% of its income in twelve months to residents in third country or region, whether the business operated by the applicant constitutes the actual business activities, and whether the counterparty country or region to the tax treaties does not levy any tax or grant tax exemption on relevant incomes or levy tax at an extremely low rate, will be taken into account, and it will be analyzed according to the actual circumstances of the specific cases. This circular further provides that applicants who intend to prove his or her status of the “beneficial owner” shall submit the relevant documents to the relevant tax bureau according to the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Tax Treaties. Accordingly, JD.com International Limited may be able to enjoy the 5% withholding tax rate for the dividends it received from Jingdong Century, if it satisfies the conditions prescribed under Circular 81 and other relevant tax rules and regulations, and obtain the approvals as required. However, if the relevant tax authorities consider the transactions or arrangements we have are for the primary purpose of enjoying a favorable tax treatment, the relevant tax authorities may adjust the favorable withholding tax in the future.

Regulations Relating to Foreign Exchange

The principal regulations governing foreign currency exchange in China are the Foreign Exchange Administration Regulations, most recently amended in August 2008. Under the PRC foreign exchange regulations, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from SAFE by complying with certain procedural requirements. By contrast, approval from or registration with appropriate government authorities is required where RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of foreign currency-denominated loans.

In August 2008, SAFE issued the Circular on the Relevant Operating Issues Concerning the Improvement of the Administration of the Payment and Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 142, regulating the conversion by a foreign-invested enterprise of foreign currency-registered capital into RMB by restricting how the converted RMB may be used. SAFE Circular 142 provides that the RMB capital converted from foreign currency registered capital of a foreign-invested enterprise may only be used for purposes within the business scope approved by the applicable government authority and may not be used for equity investments within the PRC. SAFE also strengthened its oversight of the flow and use of the RMB capital converted from foreign currency registered capital of foreign-invested enterprises. The use of such RMB capital may not be changed without SAFE's approval, and such RMB capital may not in any case be used to repay RMB loans if the proceeds of such loans have not been used. In March 2015, SAFE issued the Circular on Reforming the Management Approach regarding the Settlement of Foreign Capital of Foreign-invested Enterprise, or the SAFE Circular 19, which took effect and replaced SAFE Circular 142 from June 1, 2015. According to Circular 19, the foreign exchange capital of foreign-invested enterprises shall be subject to the Discretionary Foreign Exchange Settlement, which means that the foreign exchange capital in the capital account of a foreign-invested enterprise for which the rights and interests of monetary contribution have been confirmed by the local foreign exchange bureau (or the book-entry registration of monetary contribution by the banks) can be settled at the banks based on the actual operational needs of the foreign-invested enterprise, and if a foreign-invested enterprise needs to make further payment from such account, it still needs to provide supporting documents and proceed with the review process with the banks. Furthermore, Circular 19 stipulates that the use of capital by foreign-invested enterprises shall follow the principles of authenticity and self-use within the business scope of enterprises. The capital of a foreign-invested enterprise and capital in Renminbi obtained by the foreign-invested enterprise from foreign exchange settlement shall not be used for the following purposes: (i) directly or indirectly used for payments beyond the business scope of the enterprises or payments as prohibited by relevant laws and regulations; (ii) directly or indirectly used for investment in securities unless otherwise provided by the relevant laws and regulations; (iii) directly or indirectly used for granting entrust loans in Renminbi (unless permitted by the scope of business), repaying inter-enterprise borrowings (including advances by the third-party) or repaying the bank loans in Renminbi that have been sub-lent to third parties; or (iv) directly or indirectly used for expenses related to the purchase of real estate that is not for self-use (except for the foreign-invested real estate enterprises). In November 2012, SAFE promulgated the Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment which substantially amends and simplifies the current foreign exchange procedure. Pursuant to this circular, the opening of various special purpose foreign exchange accounts (e.g. pre-establishment expenses account, foreign exchange capital account, guarantee account), the reinvestment of lawful incomes derived by foreign investors in the PRC (e.g. profit, proceeds of equity transfer, capital reduction, liquidation and early repatriation of investment), and purchase and remittance of foreign exchange as a result of capital reduction, liquidation, early repatriation or share transfer in a foreign-invested enterprise no longer require SAFE approval, and multiple capital accounts for the same entity may be opened in different provinces, which was not possible before. In addition, SAFE promulgated the Circular on Printing and Distributing the Provisions on Foreign Exchange Administration over Domestic Direct Investment by Foreign Investors and the Supporting Documents in May 2013, which specifies that the administration by SAFE or its local branches over direct investment by foreign investors in the PRC shall be conducted by way of registration and banks shall process foreign exchange business relating to the direct investment in the PRC based on the registration information provided by SAFE and its branches.

In February 2015, SAFE promulgated The Circular of Further Improving and Adjusting Foreign Exchange Administration Policies on Foreign Direct Investment, or the SAFE Circular 13, which took effect on June 1, 2015 and was amended on December 30, 2019, cancels the administrative approvals of foreign exchange registration of direct domestic investment and direct overseas investment and simplifies the procedure of foreign exchange-related registration. Pursuant to SAFE Circular 13, investors should register with banks for direct domestic investment and direct overseas investment.

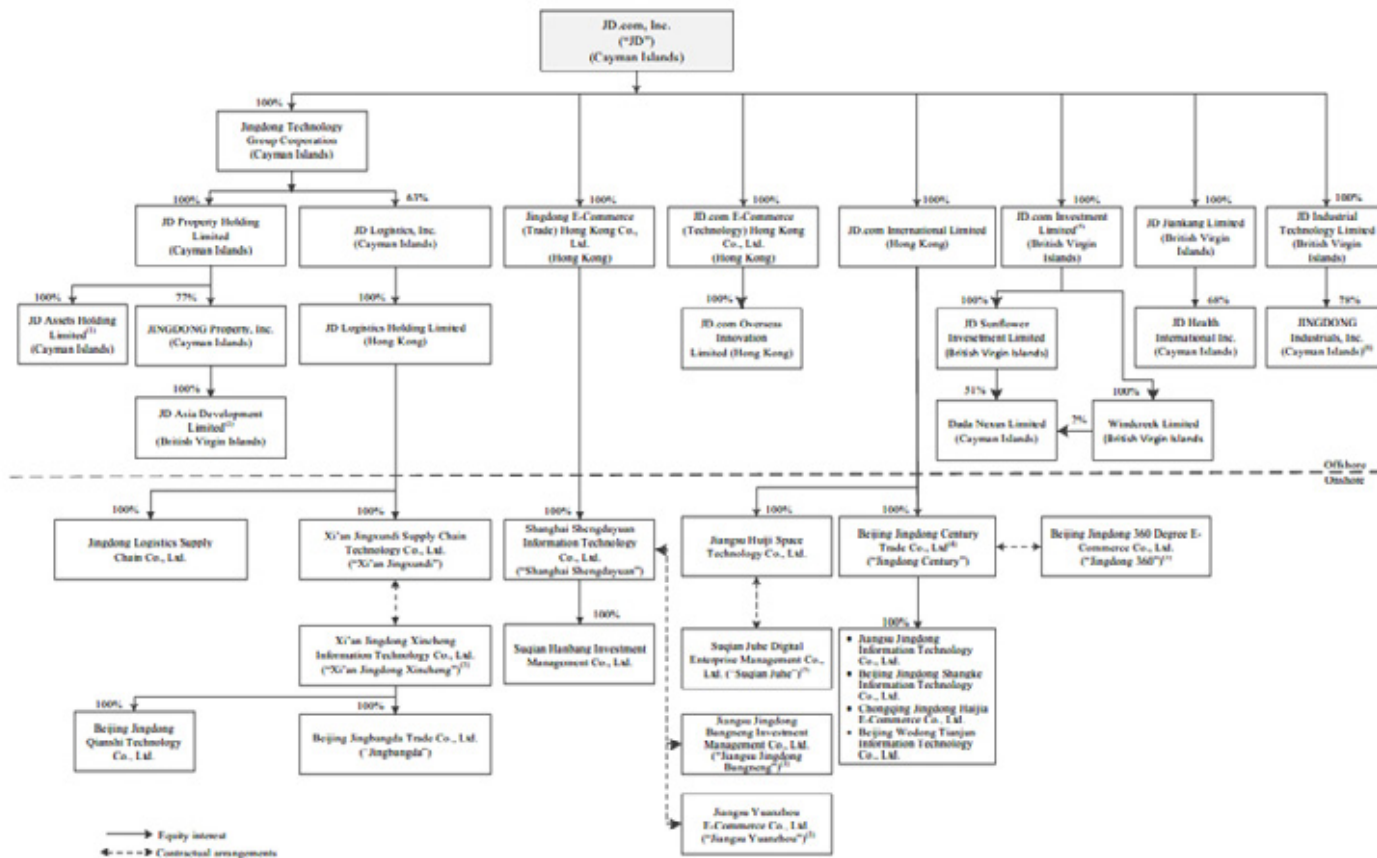
The Circular on Reforming and Standardizing the Foreign Exchange Settlement Management Policy of Capital Account, or the Circular 16, was promulgated by SAFE on June 9, 2016. Pursuant to Circular 16, enterprises registered in the PRC may also convert their foreign debts from foreign currency to Renminbi on a self-discretionary basis. Circular 16 reiterates the principle that Renminbi converted from foreign currency-denominated capital of a company may not be directly or indirectly used for purposes beyond its business scope or prohibited by PRC Laws, while such converted Renminbi shall not be provided as loans to its non-affiliated entities.

In October 2019, the SAFE promulgated the Notice for Further Advancing the Facilitation of Cross-border Trade and Investment, or the SAFE Circular 28, which, among other things, allows all FIEs to use Renminbi converted from foreign currency denominated capital for equity investments in China, as long as the equity investment is genuine, does not violate applicable laws, and complies with the negative list on foreign investment. The Circular Regarding Further Optimizing the Cross-border RMB Policy to Support the Stabilization of Foreign Trade and Foreign Investment jointly promulgated by the PBOC, the NDRC, the Ministry of Commerce, the State-owned Assets Supervision and Administration Commission of the State Council, the China Banking and Insurance Regulatory Commission and SAFE on December 31, 2020 and effective on February 4, 2021 allows the non-investment foreign-invested enterprises to make domestic reinvestment with RMB capital in accordance with the law on the premise that they comply with prevailing regulations and the invested projects in China are authentic and compliant. In addition, if a foreign-invested enterprise uses RMB income under capital accounts to conduct domestic reinvestment, the invested enterprise is not required to open a special deposit account for RMB capital.

According to the Circular of the State Administration for Foreign Exchange on Optimizing Foreign Exchange Administration to Support the Development of Foreign-related Business, or the SAFE Circular 8 promulgated and effective on April 10, 2020 by the SAFE, the reform of facilitating the payments of incomes under the capital accounts shall be promoted nationwide. Under the prerequisite of ensuring true and compliant use of funds and compliance and complying with the prevailing administrative provisions on use of income from capital projects, enterprises which satisfy the criteria are allowed to use income under the capital account, such as capital funds, foreign debt and overseas listing, etc., for domestic payment, without the need to provide proof materials for veracity to the bank beforehand for each transaction.

C. Organizational Structure

The following diagram illustrates our corporate structure, including our principal subsidiaries and the consolidated variable interest entities as of February 28, 2023:



Notes:

- (1) JD Assets Holding Limited has 59 subsidiaries holding, directly or indirectly, non-logistics properties.
- (2) JD Asia Development Limited has 418 subsidiaries holding, directly or indirectly, logistics properties.
- (3) Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng, Jiangsu Jingdong Bangneng and Suqian Juhe are the significant consolidated variable interest entities which we have contractual arrangements with. Suqian Juhe is 45% owned by Mr. Richard Qiangdong Liu, 30% owned by Ms. Yayun Li and 25% owned by Ms. Pang Zhang. Each of Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and Jiangsu Jingdong Bangneng is 45% owned by Mr. Qin Miao, 30% owned by Ms. Yayun Li and 25% owned by Ms. Pang Zhang. Mr. Richard Qiangdong Liu is our chairman of board of directors, Mr. Qin Miao is a vice president of our company, Ms. Yayun Li is chief executive officer of JD Technology, a significant investee of our company, and Ms. Pang Zhang is our chief human resources officer.

- (4) Jingdong Century has 259 subsidiaries that engage in retail business.
 - (5) JD.com Investment Limited has 75 subsidiaries that hold, directly or indirectly, the companies invested by us.
 - (6) JINGDONG Industrials, Inc. completed its Series B Preference Shares financing in March 2023, upon which we held approximately 78% of the issued and outstanding shares of JINGDONG Industrials, Inc.
- * The diagram above omits our equity investees that are insignificant individually and in the aggregate.

The Consolidated Variable Interest Entities

Foreign ownership of certain of our businesses including value-added telecommunication services is subject to restrictions under current PRC laws and regulations. For example, foreign investors are not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider (excluding e-commerce, domestic multi-party communications, data collection and transmission services and call centers) and the main foreign investor in the foreign invested telecommunication enterprise must have experience in providing value-added telecommunications services overseas and maintain a good track record.

JD.com, Inc. is a Cayman Islands exempted company and its PRC subsidiaries are considered foreign-invested enterprises. Accordingly, none of these PRC subsidiaries is eligible to provide value-added telecommunication services or provide certain other restricted services related to our businesses, such as domestic document delivery services. As a result, we conduct or will conduct such business activities through the consolidated variable interest entities and their subsidiaries in PRC, including Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and its subsidiary Jingbangda, Jiangsu Jingdong Bangneng and Suqian Juhe. Jingdong 360 holds our ICP license as an internet information provider and primarily engages in our online marketplace business. Xi'an Jingdong Xincheng primarily provides courier services through Jingbangda and its subsidiaries. Jiangsu Yuanzhou primarily engages in the business of selling books, audio and video products. Jiangsu Jingdong Bangneng primarily engages in business of investment management. Suqian Juhe primarily provides enterprise management services.

Each of Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and Jiangsu Jingdong Bangneng is 45% owned by Mr. Qin Miao, 30% owned by Ms. Yayun Li, and 25% owned by Ms. Pang Zhang. Suqian Juhe is 45% owned by Mr. Richard Qiangdong Liu, 30% owned by Ms. Yayun Li, and 25% owned by Ms. Pang Zhang. In September 2022, Mr. Richard Qiangdong Liu, who used to be a shareholder of Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and Jiangsu Jingdong Bangneng at the time, entered into equity transfer agreement and transferred 45% of the equity interests in these variable interest entities to Mr. Qin Miao. Therefore, Mr. Qin Miao, Ms. Yayun Li and Ms. Pang Zhang have become the shareholders of these variable interest entities. Due to the change of one of the shareholders, we terminated prior contractual arrangements with Jingdong 360, Jiangsu Yuanzhou, Xi'an Jingdong Xincheng and Jiangsu Jingdong Bangneng, and entered into a new series of contractual arrangements having terms and conditions substantially the same as the prior contractual arrangements with these variable interest entities. Mr. Richard Qiangdong Liu is our chairman of board of directors, Mr. Qin Miao is a vice president of our company, Ms. Yayun Li is chief executive officer of JD Technology, a significant investee of our company, and Ms. Pang Zhang is our chief human resources officer. Mr. Richard Qiangdong Liu, Mr. Miao, Ms. Li and Ms. Zhang are PRC citizens.

We obtained control over Jingdong 360 through Jingdong Century in April 2007 by entering into a series of contractual arrangements with Jingdong 360 and the shareholders of Jingdong 360, which we refer to as the Jingdong 360 Agreements. The Jingdong 360 Agreements were subsequently amended and restated. In September 2022, due to a change in the shareholders of Jingdong 360, a new set of contractual arrangements were entered into among Jingdong Century, Jingdong 360 and the shareholders of Jingdong 360. We have been the primary beneficiary of Jingdong 360 since April 2007. We treat Jingdong 360 as the variable interest entity and have consolidated its financial results in our consolidated financial statements in accordance with U.S. GAAP.

We obtained control over Jiangsu Yuanzhou through Jingdong Century by commitments among the then shareholders of Jiangsu Yuanzhou and Jingdong Century at the time Jiangsu Yuanzhou was established. Jingdong Century entered into a series of contractual arrangements with Jiangsu Yuanzhou and its shareholders in April 2011, which we refer to as the Jiangsu Yuanzhou Agreements. The Jiangsu Yuanzhou Agreements were subsequently amended and restated. In September 2022, due to a change in the shareholders of Jiangsu Yuanzhou, a new set of contractual arrangements were entered into among shareholders of Jiangsu Yuanzhou, and Shanghai Shengdayuan. We have been the primary beneficiary of Jiangsu Yuanzhou since September 2010. We treat Jiangsu Yuanzhou as the variable interest entity and have consolidated its financial results in our consolidated financial statements in accordance with U.S. GAAP.

We obtained control over Xi'an Jingdong Xincheng through Xi'an Jingxundi in June 2017 by entering into a series of contractual arrangements with Xi'an Jingdong Xincheng and the shareholders of Xi'an Jingdong Xincheng. On January 25, 2021, these contractual arrangements were updated and replaced by a new set of contractual arrangements with Xi'an Jingdong Xincheng and the shareholders of Xi'an Jingdong Xincheng to comply with certain requirements of the Hong Kong Stock Exchange, which we refer to as the Xi'an Jingdong Xincheng Agreements. In September 2022, due to a change in the shareholders of Xi'an Jingdong Xincheng, a new set of contractual arrangements were entered into among Xi'an Jingxundi, Xi'an Jingdong Xincheng and the shareholders of Xi'an Jingdong Xincheng. We have been the primary beneficiary of Xi'an Jingdong Xincheng since June 2017. We treat Xi'an Jingdong Xincheng as the variable interest entity and have consolidated its financial results in our consolidated financial statements in accordance with U.S. GAAP.

We obtained control over Jiangsu Jingdong Bangneng initially through Jingdong Century by entering into a series of contractual arrangements with Jiangsu Jingdong Bangneng and the shareholders of Jiangsu Jingdong Bangneng, which we refer to as the Jiangsu Jingdong Bangneng Agreements. In September 2022, due to a change in the shareholders of Jiangsu Jingdong Bangneng, a new set of contractual arrangements were entered into among Shanghai Shengdayuan, Jiangsu Jingdong Bangneng and the shareholders of Jiangsu Jingdong Bangneng. We have been the primary beneficiary of Jiangsu Jingdong Bangneng and treat Jiangsu Jingdong Bangneng as the variable interest entity and have consolidated its financial results in our consolidated financial statements in accordance with U.S. GAAP.

We obtained control over Suqian Juhe through Jiangsu Huiji Space Technology Co., Ltd. by entering into a series of contractual arrangements with Suqian Juhe and the shareholders of Suqian Juhe, which we refer to as the Suqian Juhe Agreements. We have been the primary beneficiary of Suqian Juhe and treat Suqian Juhe as the variable interest entity and have consolidated its financial results in our consolidated financial statements in accordance with U.S. GAAP.

In addition to the significant consolidated variable interest entities above, we assisted in establishing additional consolidated variable interest entities, such as Suqian Jingdong Tianning. We have entered into a series of contractual arrangements with each of these variable interest entities and their respective shareholders.

The contractual arrangements relating to the consolidated variable interest entities allow us to:

- receive substantially all of the economic benefits of the consolidated variable interest entities; and
- have an exclusive option to purchase all or part of the equity interests in the consolidated variable interest entities when and to the extent permitted by PRC law.

There are certain risks involved in our corporate structure and the contractual arrangements. A detailed discussion of material risks relating to our Contractual Arrangements is set forth in the section headed "Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure." We have determined that the costs of insurance for the risks associated with our corporate structure and the difficulties associated with acquiring such insurance on commercially reasonable terms make it impractical for us to have such insurance. Accordingly, as of December 31, 2022, we did not purchase any insurance to cover the risks relating to the contractual arrangements.

We have consolidated the financial results of the consolidated variable interest entities and their subsidiaries in our consolidated financial statements in accordance with U.S. GAAP. The external revenues of the consolidated variable interest entities and their subsidiaries collectively contributed 5.0%, 6.2% and 6.9% of our consolidated total net revenues for the years ended December 31, 2020, 2021 and 2022, respectively.

In the opinion of Shihui Partners, our PRC legal counsel:

- the ownership structures of the consolidated variable interest entities and the PRC subsidiaries that have entered into contractual arrangements with the variable interest entities, including Jingdong Century, will not result in any violation of PRC laws or regulations currently in effect; and
- the contractual arrangements among the PRC subsidiaries, including Jingdong Century, the variable interest entities and their respective shareholders governed by PRC law are valid, binding and enforceable, and will not result in any violation of PRC laws or regulations currently in effect.

However, we have been further advised by our PRC legal counsel that there are substantial uncertainties regarding the interpretation and application of current and future PRC laws, regulations and rules. Accordingly, the PRC regulatory authorities may in the future take a view that is contrary to the above opinion of our PRC legal counsel. We have been further advised by our PRC counsel that if the PRC government finds that the agreements that establish the structure for operating our online retail and marketplace business do not comply with PRC government restrictions on foreign investment in e-commerce and related businesses, including but not limited to online retail and marketplace businesses, we could be subject to severe penalties including being prohibited from continuing operations. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—If the PRC government determines that the contractual arrangements constituting part of the consolidated variable interest entities structure do not comply with PRC laws and regulations, or if these laws and regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.”

Contractual Arrangements with the Significant Consolidated Variable Interest Entities

The Jingdong 360 Agreements, Jiangsu Yuanzhou Agreements, Xi’an Jingdong Xincheng Agreements, Jiangsu Jingdong Bangneng Agreements and Suqian Juhe Agreements are substantially similar in key aspects governing the contractual arrangements with a variable interest entity. The following is a summary of these agreements currently in effect.

Agreements that Provide Us with Control

Equity Pledge Agreements

On September 16, 2022, Jingdong Century, Jingdong 360 and each of the shareholders of Jingdong 360 entered into an equity pledge agreement, pursuant to which each of the shareholders of Jingdong 360 has pledged all of his equity interest in Jingdong 360 to guarantee their and Jingdong 360’s performance of his obligations under, where applicable, the exclusive technology consulting and services agreement, loan agreement, exclusive purchase option agreement and power of attorney. If Jingdong 360 or the shareholders of Jingdong 360 breach their contractual obligations under these agreements, Jingdong Century, as pledgee, will have the right to dispose of the pledged equity interests. The shareholders of Jingdong 360 agree that, during the term of the equity pledge agreements, they will not dispose of the pledged equity interests or create or allow any encumbrance on the pledged equity interests, and they also agree that Jingdong Century’s rights relating to the equity pledge should not be prejudiced by the legal actions of the shareholders, their successors or their designates. During the term of the equity pledge agreements, Jingdong Century has the right to receive all of the dividends and profits distributed on the pledged equity. The equity pledge agreements will terminate on the second anniversary of the date when Jingdong 360 and the shareholders of Jingdong 360 have completed all their obligations under the exclusive technology consulting and services agreement, loan agreement, exclusive purchase option agreement and powers of attorney.

On September 30, 2022, Shanghai Shengdayuan, Jiangsu Yuanzhou and each of the shareholders of Jiangsu Yuanzhou entered into an equity pledge agreement, which contains terms substantially similar to the amended and restated equity pledge agreement relating to Jingdong 360 described above.

On September 30, 2022, Shanghai Shengdayuan, Jiangsu Jingdong Bangneng and each of the shareholders of Jiangsu Jingdong Bangneng entered into an equity pledge agreement, which contains terms substantially similar to the amended and restated equity pledge agreement relating to Jingdong 360 described above.

On June 22, 2020, Jiangsu Huiji Space Technology Co., Ltd., Suqian Juhe and each of the shareholders of Suqian Juhe entered into an equity pledge agreement, which contains terms substantially similar to the amended and restated equity pledge agreement relating to Jingdong 360 described above.

On September 16, 2022, Xi’an Jingxundi, Xi’an Jingdong Xincheng and the shareholders of Xi’an Jingdong Xincheng entered into a share pledge agreement, pursuant to which the shareholders of Xi’an Jingdong Xincheng will pledge as first charge all of their respective equity interests in Xi’an Jingdong Xincheng to Xi’an Jingxundi as collateral security for any or all of their payments due to Xi’an Jingxundi and to secure performance of their obligations under the exclusive business cooperation agreement, the exclusive option agreement, the loan agreement, the shareholders’ rights entrustment agreement and the powers of attorney.

We have completed the registration of the equity pledge for substantially all the consolidated variable interest entities with the relevant office of the administration for market regulation.

Powers of Attorney

On September 16, 2022, each of the shareholders of Jingdong 360 granted an irrevocable power of attorney to replace the irrevocable powers of attorney previously executed. Pursuant to the irrevocable power of attorney, each of the shareholders of Jingdong 360 appointed Jingdong Century’s designated person as his attorney-in-fact to exercise all shareholder rights, including but not limited to voting on their behalf on all matters of Jingdong 360 requiring shareholder approval, disposing of all or part of the shareholder’s equity interest in Jingdong 360, and electing, appointing or removing directors and executive officers. The person designated by Jingdong Century is entitled to dispose of dividends and profits on the equity interest subject to the instructions of the shareholder. Each power of attorney will remain in force for so long as the shareholder remains a shareholder of Jingdong 360. Each shareholder has waived all the rights which have been authorized to Jingdong Century’s designated person under each power of attorney.

On September 30, 2022, each of the shareholders of Jiangsu Yuanzhou granted an irrevocable power of attorney in replacement of the irrevocable powers of attorney previously executed. The powers of attorney contain terms substantially similar to the powers of attorney granted by the shareholders of Jingdong 360 described above.

On September 30, 2022, each of the shareholders of Jiangsu Jingdong Bangneng granted an irrevocable power of attorney to Shanghai Shengdayuan, which contains terms substantially similar to the powers of attorney granted by the shareholders of Jingdong 360 described above.

On June 22, 2020, each of the shareholders of Suqian Juhe granted an irrevocable power of attorney to Jiangsu Huiji Space Technology Co., Ltd., which contains terms substantially similar to the powers of attorney granted by the shareholders of Jingdong 360 described above.

On September 16, 2022, Xi'an Jingxundi, Xi'an Jingdong Xincheng and the shareholders of Xi'an Jingdong Xincheng entered into a shareholder's rights entrustment agreement, and each of the shareholders of Xi'an Jingdong Xincheng executed the irrevocable power of attorney on the same date, pursuant to which the shareholders of Xi'an Jingdong Xincheng appointed Xi'an Jingxundi or a director of its offshore holding company or his or her successor (including a liquidator replacing Xi'an Jingxundi's director) as their exclusive agent and attorney to act on their behalf on all matters concerning Xi'an Jingdong Xincheng and to exercise all of its rights as a registered shareholder of Xi'an Jingdong Xincheng. As a result of the shareholders' rights entrustment agreement and the powers of attorney, we, through Xi'an Jingxundi, are able to exercise management control over the activities that most significantly impact the economic performance of Xi'an Jingdong Xincheng.

Agreements that Allow Us to Receive Economic Benefits

Exclusive Technology Consulting and Service Agreement/Exclusive Business Cooperation Agreement

On September 16, 2022, Jingdong Century and Jingdong 360 entered into an exclusive technology consulting and services agreement, which supersedes the version entered into in June 2016. Pursuant to the 2022 agreement, Jingdong Century has the sole and exclusive right to provide specified technology consulting and services to Jingdong 360. Without the prior written consent of Jingdong Century, Jingdong 360 may not accept the same or similar technology consulting and services provided by any third party during the term of the agreement. All the benefits and interests generated from the agreement, including but not limited to intellectual property rights, know-how and trade secrets, will be Jingdong Century's sole and exclusive rights. Jingdong 360 agrees to pay service fees to Jingdong Century on a quarterly basis and the amount of the service fee is decided by Jingdong Century on the basis of the work performed and commercial value of the services, subject to annual evaluation and adjustment. The agreement is valid for ten years and may be extended unilaterally by Jingdong Century with Jingdong Century's written confirmation prior to the expiration date. Jingdong 360 cannot terminate the agreement early unless Jingdong Century commits fraud, gross negligence or illegal acts, or becomes bankrupt or winds up.

On September 30, 2022, Shanghai Shengdayuan and Jiangsu Yuanzhou entered into an exclusive technology consulting and services agreement, which supersedes the version entered into in June 2016. The 2022 agreement between Shanghai Shengdayuan and Jiangsu Yuanzhou contains terms substantially similar to the exclusive technology consulting and services agreement relating to Jingdong 360 as described above.

On September 30, 2022, Shanghai Shengdayuan and Jiangsu Jingdong Bangneng entered into an exclusive technology consulting and services agreement, which contains terms substantially similar to the exclusive technology consulting and services agreement relating to Jingdong 360 as described above.

On June 22, 2020, Jiangsu Huiji Space Technology Co., Ltd. and Suqian Juhe entered into an exclusive technology consulting and services agreement, which contains terms substantially similar to the exclusive technology consulting and services agreement relating to Jingdong 360 as described above.

On September 16, 2022, Xi'an Jingxundi and Xi'an Jingdong Xincheng entered into an exclusive business cooperation agreement, pursuant to which Xi'an Jingdong Xincheng agrees to engage Xi'an Jingxundi as its exclusive provider of business support, technical and consulting services in exchange for service fees. Under these arrangements, the service fees, subject to Xi'an Jingxundi's adjustment, are equal to all of the net profit of Xi'an Jingdong Xincheng and its subsidiaries. Xi'an Jingxundi enjoys all the economic benefits derived from the businesses of Xi'an Jingdong Xincheng and bears the relevant portion of the business risks of Xi'an Jingdong Xincheng. If Xi'an Jingdong Xincheng runs into financial deficit or suffers severe operation difficulties, Xi'an Jingxundi will provide financial support to Xi'an Jingdong Xincheng.

Business Operations Agreement

On September 16, 2022, Jingdong Century entered into a business operations agreement with Jingdong 360 and its shareholders. Pursuant to the business operations agreement, Jingdong 360's shareholders must appoint the candidates nominated by Jingdong Century to be the directors on its board of directors in accordance with applicable laws and the articles of association of Jingdong 360, and must cause the persons recommended by Jingdong Century to be appointed as its general manager, chief financial officer and other senior executives. Jingdong 360 and its shareholders also agree to accept and strictly follow the guidance provided by Jingdong Century from time to time relating to employment, termination of employment, daily operations and financial management. Moreover, Jingdong 360 and its shareholders agree that Jingdong 360 will not engage in any transactions that could materially affect its assets, business, personnel, liabilities, rights or operations, including but not limited to the incurrence of debt from any third party and the amendment of Jingdong 360's articles of association, without the prior consent of Jingdong Century's respective designees. Unless otherwise terminated early by Jingdong Century, the agreement will remain effective until Jingdong 360 is dissolved according to the PRC law.

On September 30, 2022, Shanghai Shengdayuan entered into a business operations agreement with Jiangsu Yuanzhou and its shareholders. The business operations agreement with Jiangsu Yuanzhou contains terms substantially similar to the amended and restated business operations agreement with Jingdong 360 described above.

On September 30, 2022, Shanghai Shengdayuan entered into a business operations agreement with Jiangsu Jingdong Bangneng and its shareholders. The business operations agreement with Jiangsu Jingdong Bangneng contains terms substantially similar to the amended and restated business operations agreement with Jingdong 360 described above.

On June 22, 2020, Jiangsu Huiji Space Technology Co., Ltd. entered into a business operations agreement with Suqian Juhe and its shareholders. The business operations agreement with Suqian Juhe contains terms substantially similar to the amended and restated business operations agreement with Jingdong 360 described above.

Agreements that Provide Us with the Option to Purchase the Equity Interest

Exclusive Purchase Option Agreements

On September 16, 2022, Jingdong Century, Jingdong 360 and the shareholders of Jingdong 360 entered into an amended and restated exclusive purchase option agreement in replacement of the previous exclusive purchase option agreements. Pursuant to the amended and restated exclusive purchase option agreement, the shareholders of Jingdong 360 irrevocably grant Jingdong Century an exclusive option to purchase or have its designated persons to purchase at its discretion, to the extent permitted under PRC law, all or part of their equity interests in Jingdong 360. In addition, the purchase price should equal the amount that the shareholders contributed to Jingdong 360 as registered capital for the equity interest to be purchased, or be the lowest price permitted by applicable PRC law. Without the prior written consent of Jingdong Century, Jingdong 360 may not amend its articles of associate, increase or decrease the registered capital, sell or otherwise dispose of its assets or beneficial interest, create or allow any encumbrance on its assets or other beneficial interests, provide any loans for any third parties, enter into any material contract (except those contracts entered into in the ordinary course of business), merge with or acquire any other persons or make any investments, or distribute dividends to the shareholders. The shareholders of Jingdong 360 agree that, without the prior written consent of Jingdong Century, they will not dispose of their equity interests in Jingdong 360 or create or allow any encumbrance on the equity interests. The initial term of the amended and restated exclusive purchase option agreement is 10 years and can be renewed for an additional 10 years on the same terms at Jingdong Century's option, for an unlimited number of times.

On September 30, 2022, Shanghai Shengdayuan, Jiangsu Yuanzhou and the shareholders of Jiangsu Yuanzhou entered into an amended and restated exclusive purchase option agreement in replacement of the previous exclusive purchase option agreement. The amended and restated exclusive purchase option agreement contains terms substantially similar to the amended and restated exclusive purchase option agreement relating to Jingdong 360 described above.

On September 30, 2022, Shanghai Shengdayuan, Jiangsu Jingdong Bangneng and the shareholders of Jiangsu Jingdong Bangneng entered into an exclusive purchase option agreement, which contains terms substantially similar to the amended and restated exclusive purchase option agreement relating to Jingdong 360 described above.

On June 22, 2020, Jiangsu Huiji Space Technology Co., Ltd., Suqian Juhe and the shareholders of Suqian Juhe entered into an exclusive purchase option agreement, which contains terms substantially similar to the amended and restated exclusive purchase option agreement relating to Jingdong 360 described above.

On September 16, 2022, Xi'an Jingxundi, Xi'an Jingdong Xincheng and the shareholders of Xi'an Jingdong Xincheng entered into an exclusive purchase option agreement, pursuant to which Xi'an Jingxundi (or JD Logistics or any subsidiary of JD Logistics, the "designee") is granted an irrevocable and exclusive right to purchase all of the equity interest in and/or assets of Xi'an Jingdong Xincheng for a nominal price, unless the relevant government authorities or the PRC laws request that another amount be used as the purchase price, in which case the purchase price shall be the lowest amount under such request. Subject to relevant PRC laws and regulations, the shareholders of Xi'an Jingdong Xincheng and/ or Xi'an Jingdong Xincheng shall return any amount of purchase price they have received to Xi'an Jingxundi or its designee.

Loan Agreements

Pursuant to an amended and restated loan agreement dated September 16, 2022 between Jingdong Century and the shareholders of Jingdong 360, Jingdong Century made loans to the shareholders of Jingdong 360 for the capitalization of Jingdong 360 and purchase of equity interest of Jingdong 360. Pursuant to the amended and restated loan agreement, the shareholders can only repay the loans by the sale of all their equity interest in Jingdong 360 to Jingdong Century or its designated person. The shareholders must sell all of their equity interests in Jingdong 360 to Jingdong Century or its designated person and pay all of the proceeds from sale of such equity interests or the maximum amount permitted under PRC law to Jingdong Century. In the event that shareholders sell their equity interests to Jingdong Century or its designated person with a price equivalent to or less than the amount of the principal, the loans will be interest free. If the price is higher than the amount of the principal, the excess amount will be paid to Jingdong Century as the loan interest. The maturity date of the loans is on the tenth anniversary of the date when the shareholders received the loans and paid the amount as capital contribution to Jingdong 360. The term of the loans will be extended automatically for an additional 10 years, unless Jingdong Century objects, for an unlimited number of times. The loan must be repaid immediately under certain circumstances, including, among others, (i) if the shareholders terminate their services with us, (ii) if any other third-party claims against shareholders for an amount more than RMB100,000 and Jingdong Century has reasonable ground to believe that the shareholders are unable to repay the claimed amount, (iii) if a foreign investor is permitted to hold majority or 100% equity interest in Jingdong 360 and Jingdong Century elects to exercise its exclusive equity purchase option, or (iv) if the loan agreement, relevant equity pledge agreement or exclusive purchase option agreement terminates for cause not attributable to Jingdong Century or is deemed to be invalid by a court.

Pursuant to the amended and restated loan agreement dated September 30, 2022 between Shanghai Shengdayuan and the shareholders of Jiangsu Yuanzhou, Shanghai Shengdayuan made loans to the shareholders of Jiangsu Yuanzhou for the capitalization of Jiangsu Yuanzhou and the purchase of equity interest of Jiangsu Yuanzhou.

Pursuant to the loan agreement dated September 30, 2022 between Shanghai Shengdayuan and the shareholders of Jiangsu Jingdong Bangneng, Jingdong Century made loans to the shareholders of Jiangsu Jingdong Bangneng for the capitalization of Jiangsu Jingdong Bangneng and the purchase of equity interest of Jiangsu Jingdong Bangneng.

Pursuant to the loan agreement dated June 22, 2020 between Jiangsu Huiji Space Technology Co., Ltd. and the shareholders of Suqian Juhe, Jiangsu Huiji Space Technology Co., Ltd. made loans to the shareholders of Suqian Juhe solely for the capitalization of Suqian Juhe.

Pursuant to the loan agreement, dated September 16, 2022, between Xi'an Jingxundi and the shareholders of Xi'an Jingdong Xincheng, Xi'an Jingxundi made loans to the shareholders of Xi'an Jingdong Xincheng solely for the capitalization of Xi'an Jingdong Xincheng.

Additional Contractual Arrangements

In addition to the Jingdong 360 Agreements, Jiangsu Yuanzhou Agreements, Xi'an Jingdong Xincheng Agreements, Jiangsu Jingdong Bangneng Agreements and Suqian Juhe Agreements, we have also entered into contractual arrangements with each of the other variable interest entities, including but not limited to Suqian Jingdong Tianning, and their respective shareholders, including equity pledge agreements, powers of attorney, exclusive technology consulting and services agreements, business operations agreements, exclusive purchase option agreements and loan agreements, as applicable. Our contractual agreements with these other variable interest entities contain terms substantially similar to those in the Jingdong 360 Agreements, Jiangsu Yuanzhou Agreements, Xi'an Jingdong Xincheng Agreements, Jiangsu Jingdong Bangneng Agreements or Suqian Juhe Agreements, as applicable.

D. Property, Plant and Equipment

Our national headquarters are located in Yizhuang Economic and Technological Development Zone in Beijing, where we own office buildings with an aggregate floor area of approximately 900,000 square meters. We have acquired land use rights in Beijing to build our headquarters.

In addition, we lease our other offices in Beijing and regional offices in 86 other cities in China with an aggregate floor area of approximately 519,000 square meters.

We own our national customer service center and our data center in Suqian, which have an aggregate floor area of approximately 169,000 and 54,000 square meters, respectively. We built our own customer service center in Chengdu, with an aggregate floor area of about 50,000 square meters, and lease our customer service centers in Datong, Wuhan and Yangzhou with an aggregate floor area of approximately 63,000 square meters.

As of December 31, 2022, we had land use rights in 67 cities in China to build our own warehouses. Highly automated and efficient warehouses will not only expand our ability to fulfill orders by ourselves but also support the third-party merchants on our online marketplace as well as a wide range of business partners in the ecosystem. As of December 31, 2022, our nationwide fulfillment infrastructure covered almost all counties and districts across China, with a network of over 1,500 warehouses with an aggregate gross floor area of over 30 million square meters. We incurred total lease cost of RMB6,805 million, RMB9,545 million and RMB11,132 million (US\$1,614 million) in 2020, 2021 and 2022 respectively.

We plan to expand our nationwide fulfillment network by leasing, building or purchasing additional facilities across China over the next several years. As of December 31, 2022, we had incurred construction in progress costs of RMB11,161 million (US\$1,618 million) for these fulfillment facilities and new office buildings.

Item 4A. Unresolved Staff Comments

None.

Item 5. Operating and Financial Review and Prospects

The following discussion of our financial condition and results of operations is based upon, and should be read in conjunction with, our audited consolidated financial statements and the related notes included in this annual report.

This report contains forward-looking statements. See “Forward-Looking Information.” In evaluating our business, you should carefully consider the information provided under the caption “Item 3.D. Key Information—Risk Factors” in this annual report.

We caution you that our businesses and financial performance are subject to substantial risks and uncertainties.

A. Operating Results

Overview

We are a leading supply chain-based technology and service provider. Our e-commerce business includes online retail and online marketplace. In the online retail business, we acquire products from suppliers and sell them directly to our customers primarily through our mobile apps and websites. In the online marketplace business, third-party merchants sell products to customers primarily through our mobile apps and websites. We also offer marketing, logistics and other value-added services.

Our business has grown substantially in recent years. We generated total net revenues of RMB745.8 billion, RMB951.6 billion and RMB1,046.2 billion (US\$151.7 billion) in 2020, 2021 and 2022, respectively. Our online retail business generated net product revenues of RMB651.9 billion, RMB815.7 billion and RMB865.1 billion (US\$125.4 billion) in 2020, 2021 and 2022, respectively. In addition, our marketplace and marketing, logistics and other services generated net service revenues of RMB93.9 billion, RMB135.9 billion and RMB181.2 billion (US\$26.3 billion) in 2020, 2021 and 2022, respectively.

Due to the PRC legal restrictions on foreign ownership of companies that engage in a value-added telecommunications service business and certain other businesses in China, we conduct the relevant parts of our operations through consolidated variable interest entities. We have contractual arrangements with these entities and their shareholders that enable us to effectively control and receive substantially all of the economic benefits from the entities. Accordingly, we consolidate the results of these entities in our financial statements.

Major Factors Affecting Our Results of Operations

Our results of operations and financial condition are affected by the general factors driving China's retail industry, including levels of per capita disposable income and consumer spending in China. In addition, they are also affected by factors driving online retail in China, such as the growing number of online shoppers, the adoption of online sales strategies by manufacturers and service providers, the availability of improved delivery services and the increasing variety of payment options. Our results of operations are also affected by general economic conditions in China. In particular, we have experienced and expect to continue to experience upward pressure on our operating expenses.

Our results of operations are also affected by PRC regulations and industry policies related to our business operations, licenses and permits and corporate structure. For example, the product quality and consumer protection laws require us to ensure the quality of the goods we sell and give customers the right to return goods within seven days of receipt with no questions asked, the labor contract law and related rules require employers to enter into written contracts with workers and to pay compensation to workers who are terminated under certain circumstances, regulations on foreign ownership and on transfer of funds into and out of China affect our corporate structure and financing, and regulations on business licenses affect our legal and compliance functions. For a summary of the principal PRC laws and regulations that affect us, see "Item 3.D. Key Information—Risk Factors" and "Item 4.B. Information on the Company—Business Overview—Regulation." Although we have generally benefited from the Chinese government's policies to encourage economic growth, we are also affected by the complexity, uncertainties and changes in PRC regulations governing various aspects of our operations. For a detailed description of the PRC regulations applicable to us, see "Item 4.B. Information on the Company—Business Overview—Regulation."

In terms of PRC regulations that may affect our results of operations, the amendments to the Consumer Protection Law that came into effect in March 2014 give consumers the right to return goods within seven days of receipt. Although we recognize revenues net of return allowances, the amendments to the Consumer Protection Law have not had a significant impact on our net revenues. We have adopted shipping policies that do not necessarily pass the full cost of shipping on to our customers. We also have adopted customer-friendly return and exchange policies that make it convenient and easy for customers to change their minds after completing purchases. However, if we experience an increased volume of returns after the amendments to the Consumer Protection Law became effective, our shipping and handling costs and related personnel costs may increase significantly and our results of operations may be materially and adversely affected.

JD.com, Inc., the holding company that is listed on Nasdaq and Hong Kong Stock Exchange, has no material operations of its own. We conduct our operations primarily through our subsidiaries and the consolidated variable interest entities and their subsidiaries in China. As a result, JD.com, Inc.'s ability to pay dividends to our shareholders depends in part upon dividends paid by our PRC subsidiaries subject to compliance with applicable PRC regulations. Our wholly-owned PRC subsidiaries are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under PRC regulations, each of our wholly-owned PRC subsidiaries is required to set aside at least 10% of its after-tax profits each year, if any, to fund certain statutory reserve funds until such reserve funds reach 50% of its registered capital. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. As of December 31, 2022, the amount restricted, including paid-in capital and statutory reserve funds, as determined in accordance with PRC accounting standards and regulations, was approximately RMB58.2 billion (US\$8.4 billion).

While our business is influenced by general factors affecting our industry, our operating results are more directly affected by company specific factors, including the following major factors:

- our ability to increase active customer accounts and customer purchases;
- our ability to manage our mix of product and service offerings;
- our ability to further increase and leverage our scale of business;
- our ability to effectively invest in our fulfillment infrastructure and technology platform; and

- our ability to conduct and manage strategic investments and acquisitions.

Our Ability to Increase Customer Purchases

Growth in customer purchases is a key driver of our revenue growth. We have a growing and loyal active customer base. Over the years, our customers have shown loyalty to us through their increased activity levels. Customer purchases are mainly driven by our success in attracting new active customer accounts, as well as by our success in generating repeat purchases from existing customer accounts.

Our ability to attract new customer accounts and retain existing customer accounts depends on our ability to provide superior customer experience. To this end, we offer a wide selection of authentic products at competitive prices on our mobile apps and websites and provide speedy and reliable delivery, convenient online and in-person payment options and comprehensive customer services. The number of products we offer has grown rapidly. We have developed a business intelligence system that enables us to increase our operating efficiency through enhanced product merchandising and supply chain management capabilities, and to drive more targeted and relevant product promotions and recommendations to our customers. We have benefited from word-of-mouth viral marketing in winning new customers, and we also conduct online and offline marketing and brand promotion activities to attract new customers. In addition, we encourage existing customers to place more orders with us through a variety of means, including granting coupons and loyalty points and holding special promotions.

Our Ability to Manage Our Mix of Product and Service Offerings

Our results of operations are also affected by the mix of products and services we offer. We commenced our e-commerce business by primarily selling electronics and home appliances products. We began offering general merchandise products around the end of 2008, and we launched our online marketplace in 2010. We earn commissions and service fees from third-party merchants on our online marketplace. We offer a wide range of products and services and aim to provide one-stop shopping solutions to maximize our wallet share. Our mix of products and services also affects our gross margin. For example, the marketplace service revenues that we earn from third-party merchants and the other services that we offer generally have higher gross margins. The split between our online retail business and our online marketplace business thus has a major influence on our revenue growth and our gross margins. Our marketplace and marketing revenues, logistics and other services revenues increased from RMB93.9 billion in 2020 to RMB135.9 billion in 2021, and further to RMB181.2 billion (US\$26.3 billion) in 2022.

We intend to further (i) expand our selection of general merchandise products, such as FMCG (fast-moving consumer goods), which are well received by customers and expected to have a potential for greater online penetration; (ii) attract more third-party merchants to our online marketplace; and (iii) provide more fulfillment and other value-added services to third-party merchants and others.

Our Ability to Further Increase and Leverage our Scale of Business

Our results of operations are directly affected by our ability to further increase and leverage our scale of business. As our business further grows in scale, we expect to obtain more favorable terms from suppliers, including pricing terms and volume-based rebates. In addition, we aim to create value for our suppliers by providing an effective channel for selling large volumes of their products online and by offering them comprehensive information on customer preferences and market demand and ensuring the high quality of fulfillment services. We believe this value proposition also helps us obtain favorable terms from suppliers.

As of December 31, 2022, our nationwide fulfillment infrastructure employed a total of 362,171 warehouse and delivery personnel that manages this fulfillment infrastructure and the large number of orders we receive, process and fulfill each year. Our fulfillment expenses in absolute amount increased over 2020, 2021 and 2022, while the fulfillment expenses as a percentage of our total net revenues decreased from 6.5% in 2020 to 6.0% in 2022. Our research and development professionals design, develop and operate the technology platform, develop and post content, and improve our AI, big data and cloud technologies and services. Personnel costs are the largest component of our fulfillment costs and of our research and development costs and are likely to remain the largest component for the foreseeable future as we continue to expand our operations. We expect our fulfillment expenses to increase in absolute amount in the near future. Labor costs are rising in China and we strive to continue improving efficiency and utilization of our fulfillment and other personnel to mitigate this effect. Our fulfillment expenses and thus operational efficiency are also affected by the average size of orders placed by our customers.

Our Ability to Effectively Invest in Our Fulfillment Infrastructure and Technology Platform

Our results of operations depend in part on our ability to invest in our fulfillment infrastructure and technology platform to cost-effectively meet the demands of our anticipated growth. Our nationwide fulfillment infrastructure covers almost all counties and districts across China, which, as of December 31, 2022, included a warehousing network of over 1,500 warehouses that are operated by us, and an aggregate gross floor area of over 30 million square meters, including warehouse space managed under the JD Logistics Open Warehouse Platform. We have owned and managed approximately 23 million square meters of fulfillment infrastructure related land in 78 cities in both domestic and overseas markets as of December 31, 2022.

We plan to continue to build large scale warehouse facilities with optimized configurations on these sites to improve our fulfillment efficiency, minimize order splitting, accommodate greater product selection and fulfill the anticipated sales of our own products as well as sales by third-party merchants using our fulfillment services. In selecting locations for our pickup and delivery stations, order density, a parameter we use to measure the frequency and number of orders generated from a geographical area, is an important criterion. To efficiently deploy our delivery network, we have established delivery stations and pickup stations in areas where we expect order density to increase to the extent where operating our own delivery network will be more cost efficient than using third-party couriers. We also paid significant amounts for upgrading our technology platform during the same periods. To enhance our technology platform, we intend to further invest in AI, big data analytics and cloud computing. We expect these technology initiatives to provide innovative features, solutions and services to customers and suppliers, while increasing our operational efficiency.

Our Ability to Conduct and Manage Strategic Investments and Acquisitions

We have made, and may continue to make, strategic investments and acquisitions to add assets or businesses that are complementary to our existing business. Our financial results could be adversely affected by our investments or acquisitions. The investments and acquired assets or businesses may not generate the financial results we expect. They could result in occurrence of significant investments and goodwill impairment charges, and amortization expenses for other intangible assets. Moreover, we share the results of the investments which we account for as equity method investments. In 2022, our share of results of equity investees was a loss of RMB2.2 billion (US\$0.3 billion), primarily consisting of non-cash impairments in equity investees. We may continue to incur impairment charges in connection with our investments or acquisitions and pick up the losses of our equity method investments, which could depress our profitability and have a material adverse impact on our financial results.

Impact of COVID-19 on Our Operations

The majority of our net revenues are derived from online retail sales in China. Our results of operations and financial condition have been, and could continue to be affected by the spread of COVID-19. The extent to which COVID-19 impacts our results of operations will depend on the future developments of the outbreak, including new information concerning the global severity of and actions taken to contain the outbreak, which are highly uncertain and unpredictable. In addition, our results of operations could be adversely affected to the extent that the outbreak harms the Chinese economy in general.

The COVID-19 resulted in temporary closure of many corporate offices, retail stores, manufacturing facilities and factories across China. We took a series of measures in response to the outbreak, including, among others, remote working arrangements for some of our employees. These measures could reduce the capacity and efficiency of our operations and negatively impact the procurement of products, which in turn could negatively affect our results of operations. The spread of COVID-19 caused us to incur incremental costs, in particular, relating to our logistics business. In addition, we saw a decrease in demand for big-ticket items, durable goods and discretionary products. Furthermore, to mitigate any negative impacts that COVID-19 may have on the operations of our suppliers, we have implemented a variety of measures to support our suppliers, including adopting a shorter payable cycle and increasing advance payments to suppliers. In order to protect our employee health, we provided additional COVID-related insurance coverage to our frontline staff.

As of December 31, 2022, we had cash and cash equivalents, restricted cash and short-term investments totaled RMB226.2 billion (US\$32.8 billion). We believe this level of liquidity is sufficient to successfully navigate an extended period of uncertainty. See also “Risk Factors—Risks Related to Our Business—We face risks related to natural disasters, health epidemics and other outbreaks, such as the outbreak of COVID-19, which could significantly disrupt our operations.”

Selected Statements of Operations Items

Net Revenues

Net revenues include net product revenues and net service revenues. Product sales is further divided into sales of electronics and home appliances products and sales of general merchandise products. Net revenues from electronics and home appliances products include revenues from sales of computer, communication and consumer electronics products as well as home appliances. Net revenues from general merchandise products mainly include revenues from sales of food, beverage and fresh produce, baby and maternity products, furniture and household goods, cosmetics and other personal care items, pharmaceutical and healthcare products, industrial products, books, automobile accessories, apparel and footwear, bags and jewelry. Net service revenues are further divided into revenues from online marketplace and marketing and revenues from logistics and other services. The following table breaks down our total net revenues by these categories, by amounts and as percentages of total net revenues:

	For the Year Ended December 31,						
	2020		2021		2022		
	RMB	%	RMB	%	RMB	US\$	%
Electronics and home appliances revenues	400,927	53.8	492,592	51.8	515,945	74,805	49.3
General merchandise revenues	250,952	33.6	323,063	33.9	349,117	50,617	33.4
Net product revenues	651,879	87.4	815,655	85.7	865,062	125,422	82.7
Marketplace and marketing revenues	53,473	7.2	72,118	7.6	81,970	11,885	7.8
Logistics and other service revenues	40,450	5.4	63,819	6.7	99,204	14,383	9.5
Net service revenues	93,923	12.6	135,937	14.3	181,174	26,268	17.3
Total net revenues	745,802	100.0	951,592	100.0	1,046,236	151,690	100.0

As we have been continually expanding our product categories and value-added service offerings, sales of electronics and home appliances products may decrease as a percentage of our total net revenues, and service revenues may increase as a percentage of our total net revenues.

Net service revenues primarily consist of fees earned from providing marketing and logistics services to our business partners, and commissions earned from third-party merchants for sales made through our online marketplace. Currently, we recognize revenues from the third-party merchants on a net basis as we are not the primary obligor, we do not have control over goods sold by third-party merchants and we do not have latitude to establish prices for them.

We record revenue net of discounts, return allowances and value-added taxes, or VAT.

Cost of revenues

Cost of revenues primarily consists of our cost for acquiring the products that we sell directly and the related inbound shipping charges, inventory write-downs, traffic acquisition costs related to online marketing services, and cost related to logistics services provided to third parties. The rebates and subsidies we receive from suppliers are treated as a reduction in the purchase price and will be recorded as a reduction in cost of revenues when the product is sold.

Fulfillment expenses

Our fulfillment expenses consist primarily of (i) expenses incurred in operating our fulfillment centers, customer service centers and physical stores, including personnel cost and expenses attributable to buying, receiving, inspecting and warehousing inventories, picking, packaging, and preparing customer orders for shipment, processing payment and related transaction costs, (ii) expenses charged by third-party couriers for dispatching and delivering our products, (iii) lease expenses of warehouses, delivery and pickup stations, and physical stores, and (iv) depreciation and amortization of logistics and electronic equipment. The costs related to logistics services provided to third parties are classified in cost of revenues. We expect our fulfillment expenses to increase in absolute amount on an annual basis in the near run, as we invest in new businesses, build and lease new warehouses and establish more delivery stations to penetrate lower tier cities and to meet our anticipated growth in sales volume and ensure satisfactory customer experience. We plan to increase operation efficiency by strengthening our logistics network, improving overall utilization through economies of scale, increasing the level of integration across our logistics networks, and improving efficiencies through more intelligent decision-making.

Marketing expenses

Our marketing expenses consist primarily of advertising costs, public relations expenditures, and payroll and related expenses for employees involved in marketing and business development activities. We pay commissions to participants in the associates program when their customer referrals result in successful product sales. We plan to continue to conduct brand promotion and marketing activities to enhance our brand recognition and attract new purchases from new and existing customers.

Research and development expenses

Our research and development expenses consist primarily of payroll and related expenses for research and development professionals involved in designing, developing and maintaining our technology platform, and application of our AI, big data and cloud technologies and services, and technology infrastructure costs. Technology infrastructure costs include servers and other equipment depreciation, bandwidth and data center costs, rent, utilities and other expenses necessary to support our internal and external business. We plan to continue to invest in technology and innovation to enhance customer experience and provide value-added services to suppliers and third-party merchants.

General and administrative expenses

Our general and administrative expenses consist primarily of employee related expenses for general corporate functions, including accounting, finance, tax, legal and human relations; costs associated with these functions include facilities and equipment depreciation expenses, rental and other general corporate related expenses. We plan to continue to hire additional qualified employees to support our business operations and planned expansion.

Gain on sale of development properties

The gain on sale of development properties is mainly derived from sale of development properties to property funds. JD Property develops and manages our logistics facilities and other real estate properties, to support JD Logistics and other third parties. By leveraging its fund management platform, JD Property can realize development profits and recycle capital from development properties to fund new developments and scale the business. Since 2019, JD Property established several property funds (the "Property Funds") together with third parties, including but not limited to GIC Private Limited ("GIC") and Mubadala Investment Company ("MIC"). JD Property served as general partner and committed less than 50% of the total capital of each property fund as a limited partner, and cannot control the investment committee. JD Property also entered into definitive agreements with the Property Funds, pursuant to which JD Property sold certain of our completed and uncompleted modern logistics facilities, and would concurrently lease back such facilities for operational purposes when completed. For the logistics facilities that met closing conditions, we recorded disposal gain of RMB1.6 billion, RMB0.8 billion and RMB1.4 billion (US\$0.2 billion) in 2020, 2021 and 2022, respectively. We derecognized the logistics facilities upon satisfaction of the hand-over condition.

Share of results of equity investees

Share of the post-acquisition profits or losses, impairment, and gains or losses from disposals and deemed disposals of the equity investments that are accounted for under the equity method are recorded in share of results of equity investees.

Others, net

Others, net are non-operating income/(loss), primarily consist of gains/(losses) from fair value change of long-term investments, gains/(losses) from business and investment disposals, impairment of investments, government incentives, interest income and foreign exchange gains/(losses).

Taxation

Cayman Islands

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation, and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution, brought within the jurisdiction of the Cayman Islands. The Cayman Islands is not party to any double tax treaties that are applicable to any payments made to or by our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of the shares will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the Shares, nor will gains derived from the disposal of the shares be subject to Cayman Islands income or corporation tax.

Hong Kong

Our subsidiaries incorporated in Hong Kong are subject to a two-tiered income tax rate for taxable income generated from operations in Hong Kong, effective on April 1, 2018. The first HK\$2 million of profits earned by our subsidiaries incorporated in Hong Kong will be taxed at half the current tax rate (i.e., 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate. Under the Hong Kong tax laws, we are exempted from the Hong Kong income tax on our foreign-derived income. In addition, payments of dividends from our incorporations in Hong Kong to us are not subject to any Hong Kong withholding tax.

Chinese Mainland

Generally, our subsidiaries and the consolidated variable interest entities in the Chinese mainland are subject to enterprise income tax on their taxable income in the Chinese mainland at a rate of 25%, except that a few entities in our group benefit from a preferential tax rate of 15% as they conduct business in certain encouraged sectors or areas, and any entity that qualifies as a “software enterprise” is entitled to an exemption from income tax for the first two years and 50% reduction for the next three years from such entity’s first profitable year. Besides, from January 1, 2021 to December 31, 2022, subject to certain criteria, the portion of annual taxable income amount of a small profit enterprise which does not exceed RMB1 million shall be computed at a reduced rate of 12.5% as taxable income amount, and be subject to enterprise income tax at 20% tax rate; from January 1, 2022 to December 31, 2024, subject to certain criteria, the portion of annual taxable income amount of a small profit enterprise which exceeds RMB1 million but does not exceed RMB3 million shall be computed at a reduced rate of 25% as taxable income amount, and be subject to enterprise income tax at 20% tax rate. Furthermore, our certain entities in the Chinese mainland engaging in research and development activities in the Chinese mainland were entitled to claim 150% of their research and development expenses so incurred as tax deductible expenses when determining their assessable profits for that year of 2016 and 2017, and to claim 175% of their research and development expenses as Super Deduction for the year of 2018, 2019 and 2020 (“Super Deduction”) according to the relevant laws and regulations in the PRC, which was announced in March 2021 to be further extended to December 31, 2023. In September 2022, the STA of the PRC announced that for the enterprises entitled to the current weighted pre-tax deduction ratio of 75% for research and development expenses, such ratio was raised to 100% during the period from October 1, 2022 to December 31, 2022. The enterprise income tax is calculated based on the entity’s global income as determined under PRC tax laws and accounting standards.

We are subject to VAT at a rate of 13% prior to July 1, 2017, 11% from July 1, 2017 to April 30, 2018 and 10% from May 1, 2018 to March 31, 2019, and 9% since April 1, 2019 on sales of books, audio and video products, at a rate of 17% prior to May 1, 2018, 16% from May 1, 2018 to March 31, 2019 and 13% from April 1, 2019 on sales of other products, at a rate of 6% or 11%/10%/9% (11% prior to May 1, 2018, 10% from May 1, 2018 to March 31, 2019, and 9% since April 1, 2019) on logistics services and at a rate of 6% on advertising and other services, in each case less any deductible VAT we have already paid or borne. Since January 1, 2014, we have been exempted from VAT on sales of books. We are also subject to surcharges on VAT payments in accordance with PRC law. VAT has been phased in since January 1, 2012, to replace the business tax, and has been implemented in all industries since May 1, 2016.

Dividends paid by our wholly foreign-owned subsidiaries in the Chinese mainland to our intermediary holding companies in Hong Kong will be subject to a withholding tax rate of 10%, unless the relevant Hong Kong entity satisfies all the requirements under the Arrangement between the PRC and the Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion with respect to Taxes on Income and Capital and other regulations including Circular 9, and receives approval from the relevant tax authority. If the relevant Hong Kong entity satisfies all the requirements under the tax arrangement and receives approval from the relevant tax authority, then the dividends paid to the Hong Kong entity would be subject to withholding tax at the standard rate of 5%. Effective from November 1, 2015, the above mentioned approval requirement has been abolished, but a Hong Kong entity is still required to file application package with the relevant tax authority, and settle the overdue taxes if the preferential 5% tax rate is denied based on the subsequent review of the application package by the relevant tax authority. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.”

If our holding company in the Cayman Islands or any of our subsidiaries outside of the Chinese mainland were deemed to be a “resident enterprise” under the PRC Enterprise Income Tax Law, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders or ADS holders.”

Results of Operations

The following table summarizes our consolidated results of operations in absolute amount and as a percentage of our total net revenues for the periods indicated.

Period-to-period comparisons of historical results of operations should not be relied upon as indicative of future performance.

	For the Year Ended December 31,						
	2020		2021		2022		
	RMB	%	RMB	%	RMB	US\$	%
	(in millions, except for percentages)						
Net revenues							
Net product revenues	651,879	87.4	815,655	85.7	865,062	125,422	82.7
Net service revenues	93,923	12.6	135,937	14.3	181,174	26,268	17.3
Total net revenues	745,802	100.0	951,592	100.0	1,046,236	151,690	100.0
Cost of revenues	(636,694)	(85.4)	(822,526)	(86.4)	(899,163)	(130,366)	(85.9)
Fulfillment	(48,700)	(6.5)	(59,055)	(6.2)	(63,011)	(9,136)	(6.0)
Marketing	(27,156)	(3.6)	(38,743)	(4.1)	(37,772)	(5,476)	(3.6)
Research and development	(16,149)	(2.2)	(16,332)	(1.7)	(16,893)	(2,449)	(1.6)
General and administrative	(6,409)	(0.9)	(11,562)	(1.2)	(11,053)	(1,603)	(1.1)
Gain on sale of development properties	1,649	0.2	767	0.1	1,379	200	0.1
Income from operations	12,343	1.6	4,141	0.4	19,723	2,860	1.9
Other income/(expense)							
Share of results of equity investees	4,291	0.6	(4,918)	(0.5)	(2,195)	(318)	(0.2)
Interest expense	(1,125)	(0.2)	(1,213)	(0.1)	(2,106)	(305)	(0.2)
Others, net	35,310	4.8	(590)	(0.1)	(1,555)	(225)	(0.1)
Income/(loss) before tax	50,819	6.8	(2,580)	(0.3)	13,867	2,012	1.4
Income tax expenses	(1,482)	(0.2)	(1,887)	(0.2)	(4,176)	(605)	(0.4)
Net income/(loss)	49,337	6.6	(4,467)	(0.5)	9,691	1,407	1.0

Segment Information

Beginning with the first quarter of 2021, we implemented certain segment reporting changes to better reflect our optimized organizational structure and business developments. As a result, we reported three segments, JD Retail, JD Logistics and New Businesses in 2021. JD Cloud & AI businesses were deconsolidated from us since March 31, 2021, thus the operating results of JD Cloud & AI businesses have not included in New Businesses segment since the second quarter of 2021. We have consolidated Dada since February 28, 2022 and reported the results of Dada as a new standalone segment. We have also consolidated CNLP through JD Property since March 1, 2022 and reported the results of CNLP in the New Businesses segment. In addition, we have consolidated Deppon since July 26, 2022 and reported the results of Deppon in the JD Logistics segment. As a result, we currently report four segments, namely JD Retail, JD Logistics, Dada and New businesses. JD Retail, including JD Health and JD Industrials, among other components, mainly engage in online retail, online marketplace and marketing services in China. JD Logistics includes both internal and external logistics businesses. Dada is a local on-demand delivery and retail platform in China. New businesses mainly include JD Property, Jingxi, overseas businesses and technology initiatives.

The table below provides a summary of our operating segment results, with prior period segment information retrospectively recast to conform to current period presentation:

	For the Year Ended December 31,			
	2020	2021	2022	
	RMB	RMB	RMB	US\$
	(in millions)			
Net revenues:				
JD Retail	693,965	866,303	929,929	134,827
JD Logistics	73,375	104,693	137,402	19,921
Dada	—	—	8,030	1,164
New Businesses	17,601	26,063	21,779	3,158
Inter-segment*	(39,945)	(46,043)	(50,904)	(7,380)
Total segment net revenues	744,996	951,016	1,046,236	151,690
Unallocated items**	806	576	—	—
Total consolidated net revenues	745,802	951,592	1,046,236	151,690
Operating income/(loss):				
JD Retail	20,611	26,613	34,852	5,053
JD Logistics	1,098	(1,827)	528	77
Dada	—	—	(1,122)	(163)
New Businesses	(4,723)	(10,600)	(5,295)	(768)
<i>Including: gain on sale of development properties</i>	1,649	767	1,379	200
Total segment operating income	16,986	14,186	28,963	4,199
Unallocated items**	(4,643)	(10,045)	(9,240)	(1,339)
Total consolidated operating income	12,343	4,141	19,723	2,860

* The inter-segment eliminations mainly consist of revenues from supply chain solutions and logistics services provided by JD Logistics to JD Retail, on-demand delivery and retail services provided by Dada to JD Retail and JD Logistics, and property leasing services provided by JD Property to JD Logistics.

** Unallocated items include share-based compensation, amortization of intangible assets resulting from assets and business acquisitions, effects of business cooperation arrangements, and impairment of goodwill and intangible assets, which are not allocated to segments.

Operating expenses (including fulfillment expenses, marketing expenses, research and development expenses and general and administrative expenses) before unallocated items as a percentage of net revenues for JD Retail were 11.8%, 11.2% and 11.1% for the years ended December 31, 2020, 2021 and 2022, respectively.

Years Ended December 31, 2022 and 2021

Net Revenues

Our total net revenues increased by 9.9% from RMB951,592 million in 2021 to RMB1,046,236 million (US\$151,690 million) in 2022, with increases in both categories of net revenues. Net product revenues increased by 6.1% from RMB815,655 million in 2021 to RMB865,062 million (US\$125,422 million) in 2022. Net service revenues increased by 33.3% from RMB135,937 million in 2021 to RMB181,174 million (US\$26,268 million) in 2022.

The increase in our total net revenues was primarily due to our ability to achieve a higher customer retention and increase in average spending per customer in 2022. Despite the impact of the COVID-19 resurgence and macroeconomic uncertainties in 2022, we achieved soft growth in our product revenues based on our supply chain capabilities. As we continued to focus on user quality and building deeper user engagement, our core user base expanded. The solid increase in our net service revenues was primarily driven by the resilient growth in logistics revenues from external customers with revenue contribution of 64.9%, as well as a healthy expansion of our merchant base and additional advertising spending, resulting in our continued progress in strengthening our marketplace ecosystem and a better growth of our marketing services.

Cost of revenues

Our cost of revenues increased by 9.3% from RMB822,526 million in 2021 to RMB899,163 million (US\$130,366 million) in 2022. This increase was primarily due to the growth of our online retail business and increase in costs related to the logistics services provided to merchants and other partners.

Fulfillment expenses

Our fulfillment expenses increased by 6.7% from RMB59,055 million in 2021 to RMB63,011 million (US\$9,136 million) in 2022. This increase was primarily due to the increase in compensation costs relating to fulfillment personnel, as well as an increase in payment processing charges as our volume of sales increased. Fulfillment expenses as a percentage of net revenues were 6.0% in 2022, as compared to 6.2% in 2021, primarily due to economies of scale from enhanced logistics capacity utilization and improvements in efficiencies driven by technology.

Marketing expenses

Our marketing expenses decreased by 2.5% from RMB38,743 million in 2021 to RMB37,772 million (US\$5,476 million) in 2022. This decrease was primarily due to a decrease in our advertising expenditures on both online and offline channels from RMB32,704 million in 2021 to RMB29,898 million (US\$4,335 million) in 2022, especially in JD Retail and Jingxi.

Research and development expenses

Our research and development expenses were RMB16,893 million (US\$2,449 million) in 2022, kept relatively steady as compared to RMB16,332 million in 2021. We continued to invest in top-notch R&D talent and technology infrastructure.

General and administrative expenses

Our general and administrative expenses decreased by 4.4% from RMB11,562 million in 2021 to RMB11,053 million (US\$1,603 million) in 2022. This decrease was primarily due to a decrease in share-based compensation expenses, as JD Property and JD Industrials both recognized one-off share-based compensation expenses in 2021 along with the adoption of their own share incentive plans.

Gain on sale of development properties

The gain on sale of development properties is mainly derived from sale of development properties to the Property Funds. See also “Item 5.A. Operating and Financial Review and Prospects—Operating Results—Selected Statements of Operations Items—Gain on sale of development properties.” For the logistics facilities that met closing conditions, we recorded disposal gain of RMB767 million in 2021 and RMB1,379 million (US\$200 million) in 2022, respectively.

Share of results of equity investees

Compared to a loss of RMB4,918 million in 2021, our share of results of equity investees was a loss of RMB2,195 million (US\$318 million) in 2022, the decrease of loss was mainly due to decrease in non-cash impairments in equity investees.

Others, Net

Others, net was RMB590 million loss in 2021 and RMB1,555 million (US\$225 million) loss in 2022. The increase of loss was primarily due to a loss of RMB3,623 million (US\$525 million) recognized in 2022 resulting from the change of Dada’s share price prior to the closing of the acquisition, which was partially offset by the decrease of loss of fair value change of investment securities. The fair value change of long-term investments was a loss of RMB4,096 million (US\$594 million) in 2022 as compared to a loss of RMB7,252 million in 2021.

Net Income/(Loss)

As a result of the foregoing, we had a net income of RMB9,691 million (US\$1,407 million) in 2022, as compared to a net loss of RMB4,467 million in 2021.

Years Ended December 31, 2021 and 2020

Net Revenues

Our total net revenues increased by 27.6% from RMB745,802 million in 2020 to RMB951,592 million in 2021, with increases in both categories of net revenues. Net product revenues increased by 25.1% from RMB651,879 million in 2020 to RMB815,655 million in 2021. Net service revenues increased by 44.7% from RMB93,923 million in 2020 to RMB135,937 million in 2021.

The increase in our total net revenues was primarily due to our ability to expand our customer base and achieve a higher customer retention in 2021. Our annual active customer accounts increased from 471.9 million in 2020 to 569.7 million in 2021. Despite the relatively soft consumption trend and challenging macro environment in 2021, we achieved solid growth in our product revenues based on our supply chain-based business model. We gained more wallet share from our expanding user base as we increasingly become the go-to destination for consumer's regular shopping. The increase in our net service revenues was primarily due to the enhanced penetration of our logistics services to our third-party merchants and other third parties, as well as our efforts to continually enhance our smart marketing technologies, resulting in an improved marketing efficiency and a better growth of our marketing services.

Cost of revenues

Our cost of revenues increased by 29.2% from RMB636,694 million in 2020 to RMB822,526 million in 2021. This increase was primarily due to the growth of our online retail business and increase in costs related to the logistics services provided to merchants and other partners.

Fulfillment expenses

Our fulfillment expenses increased by 21.3% from RMB48,700 million in 2020 to RMB59,055 million in 2021. This increase was primarily due to the increase in compensation costs relating to fulfillment personnel and payment processing charges, and rental expenses for our fulfillment infrastructure, which were in line with the expansion of our business. Fulfillment expenses as a percentage of net revenues were 6.2% in 2021, as compared to 6.5% in 2020, primarily due to economies of scale from enhanced logistics capacity utilization and improvements in efficiencies driven by technology.

Marketing expenses

Our marketing expenses increased by 42.7% from RMB27,156 million in 2020 to RMB38,743 million in 2021. This increase was primarily due to an increase in our advertising expenditures on both online and offline channels from RMB23,088 million in 2020 to

RMB32,704 million in 2021, as we continued to enhance our brand recognition and promote our new business initiatives.

Research and development expenses

Our research and development expenses were RMB16,332 million in 2021, kept relatively steady as compared to RMB16,149 million in 2020. We continued to invest in top-notch R&D talent and technology infrastructure. Considering JD Cloud & AI was deconsolidated from our consolidated financial statements since March 31, 2021, the slight increase in our research and development expenses was primarily attributable to the increase in the compensation costs of our technology employees.

General and administrative expenses

Our general and administrative expenses increased by 80.4% along with the expansion of our business from RMB6,409 million in 2020 to RMB11,562 million in 2021. This increase was primarily due to an increase in share-based compensation expenses, as each of our consolidated subsidiaries including, JD Logistics, JD Health, JD Property and JD Industrials, adopted their own share incentive plans.

Gain on sale of development properties

The gain on sale of development properties is mainly derived from sale of development properties to the Property Funds. See also "Item 5.A. Operating and Financial Review and Prospects—Operating Results—Selected Statements of Operations Items—Gain on sale of development properties." For the logistics facilities that met closing conditions, we recorded disposal gain of RMB1,649 million in 2020, and RMB767 million in 2021, respectively. We derecognized the logistics facilities upon satisfaction of the hand-over condition.

Share of results of equity investees

Compared to a gain of RMB4,291 million in 2020, our share of results of equity investees was a loss of RMB4,918 million in 2021, which primarily consisted of the non-cash impairments in certain equity investees, partially offset by the picked up gains recognized from our equity method investments.

Others, Net

Others, net was RMB35,310 million income in 2020 and RMB590 million loss in 2021. The substantial decrease was primarily due to the fluctuation in fair value change of investment securities, which resulting from the fluctuation in the market prices of equity investments in publicly-traded companies. The fair value change of long-term investments was a loss of RMB7,252 million in 2021 as compared to an income of RMB29,483 million in 2020.

Net Income/(Loss)

As a result of the foregoing, we had a net loss of RMB4,467 million in 2021, as compared to a net income of RMB49,337 million in 2020.

B. Liquidity and Capital Resources

Our primary sources of liquidity have been proceeds from operating activities, equity and debt financing, and certain business or assets reorganizations.

Our major financings

- In April 2016, we issued an aggregate of US\$500 million unsecured senior notes due 2021, with stated annual interest rate of 3.125%, and an aggregate of US\$500 million unsecured senior notes due 2026, with stated annual interest rate of 3.875%. The net proceeds from the sale of these notes were used for general corporate purposes. As of December 31, 2022, the notes due 2021 were paid off, and the carrying value and estimated fair value of the notes due 2026 were US\$495.8 million and US\$477.5 million, respectively. The estimated fair values were based on quoted prices for our publicly traded debt securities as of December 31, 2022. The unsecured senior notes contain covenants including, among others, limitation on liens, and restriction on consolidation, merger and sale of all or substantially all of our assets. We are in compliance with all the covenants. During 2022, we paid an aggregate of US\$19.4 million in interest payments related to these notes.
- In December 2017, we entered into a five-year US\$1.0 billion term and revolving credit facility with a group of 24 arrangers. The facility was priced at 115 basis points over LIBOR. The use of proceeds of this facility was intended for general corporate purposes. The amounts drawn down under the facility were repaid in April 2022.
- In January 2020, we issued an aggregate of US\$700 million unsecured senior notes due 2030, with stated annual interest rate of 3.375%, and an aggregate of US\$300 million unsecured senior notes due 2050, with stated annual interest rate of 4.125%. The net proceeds from the sale of these notes are used for general corporate purposes and refinancing. As of December 31, 2022, the total carrying value and estimated fair value were US\$691.0 million and US\$611.2 million, respectively, with respect to the notes due 2030, and US\$281.3 million and US\$210.1 million, respectively, with respect to the notes due 2050. The estimated fair values were based on quoted prices for our publicly traded debt securities as of December 31, 2022. The unsecured senior notes contain covenants including, among others, limitation on liens, and restriction on consolidation, merger and sale of all or substantially all of our assets. We are in compliance with all the covenants. During 2022, we paid an aggregate of US\$36.0 million in interest payments related to these notes.
- In June 2020, our Class A ordinary shares commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code “9618.” We raised from our global offering in connection with the listing in Hong Kong approximately RMB31.3 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses.
- In December 2021, we entered into a five-year US\$2.0 billion unsecured term and revolving loan facility with five lead arrangers. This loan facility is our first green loan facility. The term and revolving loans under this facility are priced at 85 basis points over LIBOR, which was amended to the Secured Overnight Financing Rate (“SOFR”) in September 2022. In April 2022, the Group drew down US\$1.0 billion under the facility commitment, which will be due in 2027. We intend to use the proceeds from this loan facility to (i) finance or refinance in whole or in part, one or more of its new or existing eligible green projects and/or (ii) general corporate purposes.

Major financings of our subsidiaries

JD Logistics

- In May 2021, shares of JD Logistics commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code “2618.” JD Logistics raised from the global offering in connection with the listing in Hong Kong approximately RMB22.9 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses.
- On March 25, 2022, JD Logistics entered into a placing agreement, pursuant to which JD Logistics had agreed to issue 150,500,000 of its ordinary shares to a group of third-party investors for a total purchase price of approximately US\$398 million in a placement (the “JDL Placement”). Concurrently, through our wholly-owned subsidiary, we had entered into a subscription agreement with JD Logistics, pursuant to which the subsidiary had agreed to subscribe for, and JD Logistics had agreed to issue 261,400,000 ordinary shares of JD Logistics, at the same per share price for the JDL Placement, for a total purchase price of approximately US\$692 million in cash (the “JD Subscription”). On April 1, 2022, the JDL Placement was completed in accordance with the terms and conditions of the placing agreement. The net proceeds from the placing amounted to approximately HK\$3,102 million. On May 26, 2022, the JD Subscription was completed, upon which we maintained our shareholding in JD Logistics at more than 63% and continued to consolidate JD Logistics’s financial results into our financial statements.

JD Health

- In August 2020, JD Health completed the non-redeemable series B preference share financing with a group of third-party investors. The total amount of financing raised was US\$914 million, representing 4.5% of the ownership of JD Health on a fully diluted basis.
- In December 2020, shares of JD Health commenced trading on the Main Board of the Hong Kong Stock Exchange under the stock code “6618.” JD Health raised from its global offering in connection with the listing in Hong Kong approximately RMB25.7 billion in net proceeds after deducting underwriting commissions, share issuance costs and the offering expenses.

JD Property

- In March 2021, JD Property entered into definitive agreements for the non-redeemable series A preference share financing with co-lead investors Hillhouse Investment and Warburg Pincus, among others. The total amount raised was US\$703 million. We remained the majority shareholder of JD Property after the completion of this transaction.
- In March 2022 and June 2022, JD Property entered into definitive agreements for its non-redeemable series B preferred share financing with investors led by Hillhouse Investment, Warburg Pincus, and one leading global institutional investor, among others. The total amount raised in this round was approximately US\$800 million. The transaction is subject to customary closing conditions. We remained the majority shareholder of JD Property after the completion of this transaction.

JD Industrials

- In April 2020, December 2020 and March 2023, JD Industrials entered into definitive agreements for non-redeemable series A, series A-1 and series B preference share financing with a group of third-party investors. The total amount of financing arising was approximately US\$545 million. Upon completion of such financing, we still hold approximately 78% of the issued and outstanding shares of JD Industrials.

As of December 31, 2022, we had revolving lines of credit for an aggregate amount of RMB131.4 billion (US\$19.0 billion) from several commercial banks (not including the US\$1.0 billion term and revolving credit facility we entered into in December 2017, the US\$2.0 billion term and revolving loan facility we entered into in December 2021). We had drawn down an aggregate of RMB36.4 billion (US\$5.3 billion) under these revolving lines of credit as of December 31, 2022.

As of December 31, 2022, we had a total of RMB228.9 billion (US\$33.2 billion) in cash and cash equivalents, restricted cash and short-term investments and time deposits or wealth management products with maturities more than one year in other non-current assets. This included primarily RMB146.2 billion (US\$21.2 billion), HK\$2.3 million (US\$0.3 million) and US\$4.3 billion in China, RMB3.7 billion (US\$0.5 billion), HK\$4.4 billion (US\$0.6 billion) and US\$6.1 billion in Hong Kong. Our cash and cash equivalents generally consist of cash on hand, money market fund investments, time deposits and liquid investments with maturities of three months or less.

Taking into account cash and cash equivalents on hand, our operating cash flows, and the available bank facilities, we believe that we have sufficient working capital for our present requirements and for at least the next 12 months from the date of this annual report. We may, however, need additional cash resources in the future if we experience changes in business conditions or other developments. We may also need additional cash resources in the future if we find and wish to pursue opportunities for investment, acquisition, capital expenditure or similar actions. If we determine that our cash requirements exceed the amount of cash and cash equivalents we have on hand, we may seek to issue debt or equity securities or obtain additional credit facilities.

Our net inventories have increased significantly in recent years, from RMB58.9 billion as of December 31, 2020 to RMB75.6 billion as of December 31, 2021 and further to RMB77.9 billion (US\$11.3 billion) as of December 31, 2022. These increases reflected the additional inventory required to support our substantially expanded sales volumes. Our annual inventory turnover days were 33.3 days in 2020, 30.3 days in 2021 and 33.2 days in 2022. Annual inventory turnover days are the quotient of average inventory over the immediately preceding five quarters, up to and including the last quarter of the annual period, to cost of revenues of retail business for that annual period, and then multiplied by 360 days. Our inventory balances will fluctuate over time due to a number of factors, including expansion in our product selection and changes in our product mix. Our inventory balances typically increase when we prepare for special promotion events, such as the anniversary of the founding of our company on June 18 and China's online shopping festival on November 11.

Our accounts payable primarily include accounts payable to suppliers associated with our retail business. As of December 31, 2020, 2021 and 2022, our accounts payable amounted to RMB106.8 billion, RMB140.5 billion and RMB160.6 billion (US\$23.3 billion), respectively. These increases reflected a significant growth in our sales volumes and scale of operations for our retail business and the related increase in products sourced from our suppliers. Our annual accounts payable turnover days for retail business were 47.1 days in 2020, 45.3 days in 2021 and 52.5 days in 2022. Annual accounts payable turnover days are the quotient of average accounts payable for retail business over the immediately preceding five quarters, up to and including the last quarter of the annual period to cost of revenues of retail business for that annual period, and then multiplied by 360 days.

Our accounts receivable primarily include amounts due from customers and online payment channels. As of December 31, 2020, 2021 and 2022, our accounts receivable amounted to RMB7.1 billion, RMB11.9 billion and RMB20.6 billion (US\$3.0 billion), respectively. The increase was primarily due to the growth of our logistics business. From early 2014, JD Technology started to provide consumer financing to our customers. As of December 31, 2020, 2021 and 2022, the balances of current portion of financing provided to our customers that were included in accounts receivable balances amounted to RMB0.8 billion, RMB2.5 billion and RMB3.1 billion (US\$0.4 billion), respectively. Our accounts receivable turnover days excluding the impact from consumer financing were 2.7 days in 2020, 2.9 days in 2021 and 4.5 days in 2022. Annual accounts receivable turnover days are the quotient of average accounts receivable over the immediately preceding five quarters, up to and including the last quarter of the annual period, to total net revenues for that annual period and then multiplied by 360 days.

Although we consolidate the results of the consolidated variable interest entities, we only have access to cash balances or future earnings of the consolidated variable interest entities through our contractual arrangements with them. See "Item 4.C. Information on the Company—Organizational Structure." For restrictions and limitations on liquidity and capital resources as a result of our corporate structure, see "Item 5.B. Operating and Financial Review and Prospects—Liquidity and Capital Resources—Holding Company Structure."

As a Cayman Islands exempted company and offshore holding company, we are permitted under PRC laws and regulations to provide funding to our wholly foreign-owned subsidiaries in the Chinese mainland only through loans or capital contributions, subject to the approval of government authorities and limits on the amount of capital contributions and loans. In addition, our wholly foreign-owned subsidiaries in the Chinese mainland may provide RMB funding to their respective subsidiaries only through capital contributions and entrusted loans, and to the consolidated variable interest entities only through entrusted loans. See "Introduction—Summary of Risk Factors—Risks Related to Our Corporate Structure," "Item 5.B. Operating and Financial Review—Liquidity and Capital Resources" and "Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—PRC regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from making loans to our PRC subsidiaries and the consolidated variable interest entities or making additional capital contributions to our wholly foreign-owned subsidiaries in the Chinese mainland, which could materially and adversely affect our liquidity and our ability to fund and expand our business."

RMB may be converted into foreign exchange for current account items, including interest and trade- and service-related transactions. As a result, our PRC subsidiaries and the consolidated variable interest entities in China may purchase foreign exchange for the payment of license, content or other royalty fees and expenses to offshore licensors and content partners, for example.

Our wholly foreign-owned subsidiaries may convert RMB amounts that they generate in their own business activities, including technical consulting and related service fees pursuant to their contracts with the consolidated variable interest entities, as well as dividends they receive from their own subsidiaries, into foreign exchange and pay them to their non-PRC parent companies in the form of dividends. However, current PRC regulations permit our wholly foreign-owned subsidiaries to pay dividends to us only out of their accumulated profits, if any, determined in accordance with Chinese accounting standards and regulations. Each of our wholly foreign-owned subsidiaries is required to set aside at least 10% of its after-tax profits after making up previous years' accumulated losses each year, if any, to fund certain reserve funds until the total amount set aside reaches 50% of its registered capital. These reserves are not distributable as cash dividends. Furthermore, capital account transactions, which include foreign direct investment and loans, must be approved by and/or registered with SAFE and its local branches.

The following table sets forth a summary of our cash flows for the periods indicated:

	For the Year Ended December 31,			
	2020	2021	2022	
	RMB	RMB	RMB	US\$
	(in millions)			
Summary Consolidated Cash Flows Data:				
Net cash provided by operating activities	42,544	42,301	57,819	8,383
Net cash used in investing activities	(57,811)	(74,248)	(54,026)	(7,833)
Net cash provided by financing activities	71,072	19,503	1,180	171
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(5,082)	(1,498)	3,490	506
Net increase/(decrease) in cash, cash equivalents and restricted cash	50,723	(13,942)	8,463	1,227
Cash, cash equivalents, and restricted cash at beginning of year, including cash and cash equivalents classified within assets held for sale	39,912	90,635	76,693	11,119
Less: cash, cash equivalents, and restricted cash classified within assets held for sale at beginning of year	—	116	—	—
Cash, cash equivalents, and restricted cash at beginning of year	39,912	90,519	76,693	11,119
Cash, cash equivalents and restricted cash at end of year, including cash and cash equivalents classified within assets held for sale	90,635	76,693	85,156	12,346
Less: cash, cash equivalents and restricted cash classified within assets held for sale at end of year	116	—	41	5
Cash, cash equivalents and restricted cash at end of year	90,519	76,693	85,115	12,341

Operating Activities

Net cash provided by operating activities in 2022 was RMB57,819 million (US\$8,383 million). In 2022, the principal items accounting for the difference between our net cash provided by operating activities and our net income were certain non-cash expenses, principally share-based compensation of RMB7,548 million (US\$1,095 million), depreciation and amortization of RMB7,236 million (US\$1,049 million), and loss from fair value change of long-term investments of RMB4,096 million (US\$594 million), and changes in certain working capital accounts, principally an increase in accounts payable of RMB17,658 million (US\$2,560 million) and an increase in advance from customers of RMB4,526 million (US\$656 million). The increase in our accounts payable was due to the growth of our business. The increase in our advance from customers was due to the increase in our sales of prepaid cards.

Net cash provided by operating activities in 2021 was RMB42,301 million. In 2021, the principal items accounting for the difference between our net cash provided by operating activities and our net income were non-cash expenses, principally share-based compensation of RMB9,134 million, loss from fair value change of long-term investments of RMB7,252 million, depreciation and amortization of RMB6,232 million, and loss on share of results of equity investees of RMB4,918 million, and changes in certain working capital accounts, principally an increase in accounts payable of RMB32,585 million, an increase in advance from customers of RMB8,702 million, and an increase in accrued expenses and other current liabilities of RMB5,257 million. The increase in our accounts payable and advance from customers was mainly due to the growth of our retail business. The increase in our accrued expenses and other current liabilities was primarily due to the increase of vendor deposits.

Net cash provided by operating activities in 2020 was RMB42,544 million. In 2020, the principal items accounting for the difference between our net cash provided by operating activities and our net income were certain non-cash expenses, principally gain from fair value change of long-term investments of RMB29,483 million, depreciation and amortization of RMB6,068 million, share-based compensation of RMB4,156 million, and gain on share of results of equity investees of RMB4,291 million, and changes in certain working capital accounts, principally an increase in accounts payable of RMB11,095 million, an increase in accrued expenses and other current liabilities of RMB4,784 million, and an increase in advance from customers of RMB4,052 million. The increase in our accounts payable was due to the growth of our business. The increase in our accrued expenses and other current liabilities was primarily due to the increase of vendor deposits and the growth in payroll. The increase in our advance from customers was due to the increase in our sales of prepaid cards.

Investing Activities

Net cash used in investing activities in 2022 was RMB54,026 million (US\$7,833 million), consisting primarily of the purchase of short-term investments, cash paid for business combination, cash paid for investment in equity investees and investment securities, cash paid for construction in progress and land use rights, purchases of property, equipment and software, partially offset by the maturity of short-term investments, cash received from disposals of investment in equity investees and investment securities and cash received from sale of development properties.

Net cash used in investing activities in 2021 was RMB74,248 million, consisting primarily of the purchase of short-term investments, investment in equity investees and investment securities, cash paid for construction in progress and land use rights, purchases of property, equipment and software, partially offset by the maturity of short-term investments, cash received from disposals of investment in equity investees and investment securities and cash received from sale of development properties.

Net cash used in investing activities in 2020 was RMB57,811 million, consisting primarily of the purchase of short-term investments and time deposits, investment in equity investees and investment securities, purchases of property, equipment and software, cash paid for construction in progress, partially offset by the maturity of short-term investments, cash received from disposals of investment in equity investees and investment securities and cash received from sale of development properties.

Financing Activities

Net cash provided by financing activities in 2022 was RMB1,180 million (US\$171 million), consisting primarily of proceeds from bank borrowings, net proceeds from JD Property's non-redeemable series B preferred share financing and share placement of JD Logistics, partially offset by repayment of bank borrowings, cash paid for dividends, and cash paid for repurchase of ordinary shares of our company and our subsidiaries.

Net cash provided by financing activities in 2021 was RMB19,503 million, consisting primarily of net proceeds of RMB23,011 million from the initial public offering of JD Logistics in Hong Kong, the proceeds from short-term borrowing of RMB7,133 million and net proceeds of RMB4,557 million from the non-redeemable series A preference share financing of JD Property, partially offset by the cash paid for repayment of short-term borrowings of RMB5,982 million, repurchase of ordinary shares of RMB5,246 million and repayment of unsecured senior notes of RMB3,246 million.

Net cash provided by financing activities in 2020 was RMB71,072 million, consisting primarily of net proceeds of RMB32,105 million from the non-redeemable series B preference share financing of JD Health and the initial public offering of JD Health in Hong Kong, the net proceeds of RMB31,342 million from our listing in Hong Kong, the proceeds from short-term borrowing of RMB14,766 million and the net proceeds of RMB6,804 million from the issuance of unsecured senior notes, partially offset by the repayment of short-term borrowings of RMB16,582 million.

Material cash requirements

Our material cash requirements as of December 31, 2022 and any subsequent interim period primarily include our capital expenditures and contractual obligations.

Capital Expenditures

We made capital expenditures of RMB12.5 billion, RMB22.1 billion and RMB23.7 billion (US\$3.4 billion) in 2020, 2021 and 2022, respectively. Our capital expenditures for 2020, 2021 and 2022 consisted primarily of expenditures related to the expansion of our fulfillment infrastructure, technology platform, logistics equipment as well as our office buildings. Our capital expenditures will continue to be significant in the foreseeable future as we expand and improve our fulfillment infrastructure and technology platform to meet the needs of our anticipated growth. JD Property seeks to realize development profits and recycle capital from mature properties to fund new developments and scale the business. We sold certain of our development properties and received proceeds of RMB4.8 billion in 2020, RMB3.5 billion in 2021 and RMB1.7 billion (US\$0.2 billion) in 2022, respectively.

Contractual Obligations

The following table sets forth our contractual obligations as of December 31, 2022:

	Payment Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
	(RMB in millions)				
Operating lease commitments for offices and fulfillment infrastructures	25,833	7,885	8,739	3,911	5,298
Commitments for internet data center service fee	4,331	824	1,141	658	1,708
Capital commitments ⁽¹⁾	10,744	10,744	—	—	—
Long-term debt obligations ⁽²⁾	31,118	885	4,727	13,181	12,325
Estimated interest payments in relation to long-term debt obligations ⁽²⁾	7,615	1,153	2,106	1,394	2,962
Total	<u>79,641</u>	<u>21,491</u>	<u>16,713</u>	<u>19,144</u>	<u>22,293</u>

- (1) Our capital commitments primarily relate to commitments on construction of office buildings and warehouses, and are expected to be paid in the following years according to the construction progress.
- (2) Our long-term debt obligations are mainly unsecured senior notes and long-term borrowings, including the portion due within one year.

Our investment commitments contracted but without fixed payment schedule amounted to RMB2.4 billion (US\$0.4 billion) as of December 31, 2022, which primarily related to capital contribution obligation for certain investment funds.

Off-Balance Sheet Arrangements

We have not entered into any material financial guarantees or other commitments to guarantee the payment obligations of any third parties. We have not entered into any derivative contracts that are indexed to our shares and classified as shareholder's equity or that are not reflected in our consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in any unconsolidated entity that provides financing, liquidity, market risk or credit support to us or engages in leasing, hedging or product development services with us.

Holding Company Structure

JD.com, Inc. is a holding company with no material operations of its own. We conduct our operations primarily through our subsidiaries and the consolidated variable interest entities in China. As a result, JD.com, Inc.'s ability to pay dividends depends upon dividends paid by our PRC subsidiaries. If our existing PRC subsidiaries or any newly formed ones incur debt on their own behalf in the future, the instruments governing their debt may restrict their ability to pay dividends to us. In addition, our wholly foreign-owned subsidiaries in China are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under PRC law, each of our subsidiaries and the consolidated variable interest entities in China is required to set aside at least 10% of its after-tax profits each year, if any, to fund certain statutory reserve funds until such reserve funds reach 50% of its registered capital. Each of the other PRC subsidiaries and the consolidated variable interest entities may allocate a portion of its after-tax profits based on PRC accounting standards to a discretionary surplus fund at its discretion. The statutory reserve funds and the discretionary funds are not distributable as cash dividends. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by SAFE. As of December 31, 2022, the amount restricted, including paid-in capital and statutory reserve funds, as determined in accordance with PRC accounting standards and regulations, was approximately RMB58.2 billion (US\$8.4 billion).

C. Research and Development, Patents, and Licenses, etc.

We have built our technology platform relying primarily on software and systems that we have developed in-house and to a lesser extent on third-party software that we have modified and incorporated. Our research and development professionals design, develop and operate our technology platform and to improve our AI, big data and cloud technologies and services.

In 2020, 2021 and 2022, our research and development expenses, including share-based compensation expenses for research and development staff, were RMB16,149 million, RMB16,332 million and RMB16,893 million (US\$2,449 million), respectively. Our research and development expenses consist primarily of payroll and related expenses for research and development professionals involved in designing, developing and operating our technology platform, and improving our AI, big data and cloud technologies and services, and technology infrastructure costs. Technology infrastructure costs include servers and other equipment depreciation, bandwidth and data center costs, rent, utilities and other expenses necessary to support our internal and external business. We expect spending in research and development continue to be significant over time as we plan to continue to invest in our technology and innovation to enhance customer experience and provide value-added services to our business partners.

D. Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2022 that are reasonably likely to have a material and adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information to be not necessarily indicative of future results of operations or financial conditions.

E. Critical Accounting Estimates

An accounting estimate is considered critical if it requires to be made based on assumptions about matters that are highly uncertain at the time such estimate is made, and if different accounting estimates that reasonably could have been used, or changes in the accounting estimate that are reasonably likely to occur periodically, could materially impact the consolidated financial statements.

We prepare our consolidated financial statements in conformity with U.S. GAAP, which requires us to make estimates and assumptions. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and various other assumptions that we believe to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in our estimates. Some of our accounting policies require a higher degree of judgment than others in their application and require us to make significant accounting estimates.

The following descriptions of critical accounting estimates should be read in conjunction with our consolidated financial statements and other disclosures included in this annual report. For further information, see Note 2 to our consolidated financial statements in this annual report.

Business Combinations

We account for business acquisitions under the acquisition method of accounting. We allocate the fair value of purchase consideration to the tangible assets acquired, liabilities assumed, and intangible assets acquired based on their estimated fair values. The excess of the fair value of purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. We primarily establish fair value using the income approach based upon a discounted cash flow model. The income approach requires management to make significant estimates and assumptions. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows and discount rates.

Our management's estimates of fair value are based on available information as of the acquisition date and upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. Changes in these estimates and assumptions could materially affect the determination of the asset's fair value.

Impairment Assessment of Investment in Equity Investees

Investment in equity investees represents our investments in privately held companies, publicly traded companies and private equity funds. We apply the equity method of accounting to account for an equity investment, in common stock or in-substance common stock, according to ASC Topic 323, *Investment—Equity Method and Joint Ventures* ("ASC 323"), over which it has significant influence but does not own a majority equity interest or otherwise control.

We continually review our investment in equity investees under equity method to determine whether a decline in fair value to below the carrying value is other-than-temporary. The primary factors we consider in our determination are the duration and severity of the decline in fair value, the financial condition, operating performance and the prospects of the equity investee, and other company specific information such as recent financing rounds. If the decline in fair value is deemed to be other-than-temporary, the carrying value of the equity investee is written down to fair value.

Our equity investments without readily determinable fair values, which do not qualify for NAV practical expedient and over which we do not have the ability to exercise significant influence through the investments in common stock or in substance common stock, are accounted for under the measurement alternative. We make assessment of whether an investment is impaired based on performance and financial position of the investee as well as other evidence of market value at each reporting date. Such assessment includes, but is not limited to, reviewing the investee's cash position, recent financing, as well as the financial and business performance. When indicators of impairment exist, we also prepare quantitative measurements of the fair value of our equity investments using market approach, income approach or cost approach, if applicable, with observable or unobservable inputs and assumptions. Changes in inputs and assumptions might materially affect the determination of fair value of our equity investments. We recognize an impairment loss equal to the difference between the carrying value and fair value in others, net in the consolidated statements of operations and comprehensive income/(loss) if there is any.

Revenues

We recognize revenues net of discounts and return allowances when the products are delivered and title is passed to customers. Significant judgement is required to estimate return allowances. For online retail business with return conditions, we reasonably estimate the possibility of return based on the historical experience, changes in judgments on these assumptions and estimates could materially impact the amount of net revenues recognized.

We also sell prepaid cards which can be redeemed to purchase products sold on the JD Platform. In accordance with ASC 606, the cash collected from the sales of prepaid cards is initially recorded in advance from customers in the consolidated balance sheets and subsequently recognized as revenues upon the sales of the respective products through redemption of prepaid cards are completed. We recognize revenue from estimated unredeemed prepaid cards over the expected customer redemption periods, rather than waiting until prepaid cards expire or when the likelihood of redemption becomes remote in accordance with ASC 606.

Inventories

Inventories, consisting of products available for sale, are stated at the lower of cost and net realizable value. Cost of inventories is determined using the weighted average cost method. Adjustments are recorded to write down the cost of inventories to the estimated net realizable value due to slow-moving merchandise and damaged goods, which is dependent upon factors such as inventory aging, historical and forecasted consumer demand, and market conditions that impact pricing. We take ownership, risks and rewards of the products purchased, but have arrangements to return unsold goods with certain vendors. Write-downs are recorded in cost of revenues in our consolidated statements of operations and comprehensive income/(loss). As a measure of sensitivity, for every 1% of additional inventory valuation allowance as of December 31, 2022, we would have recorded an additional cost of sales of approximately RMB821 million (US\$119 million).

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired in a business combination.

Goodwill is not depreciated or amortized but is tested for impairment on an annual basis as of December 31, and in between annual tests when an event occurs or circumstances change that could indicate that the asset might be impaired. In accordance with ASU 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* (“ASU 2017-04”) issued by the Financial Accounting Standards Board (“FASB”) guidance on testing of goodwill for impairment, we first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If as a result of the qualitative assessment, it is more likely than not that the fair value of the reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of each reporting unit exceeds its fair value, an impairment loss equal to the difference between the fair value of the reporting unit and its carrying amount will be recorded.

Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates, consideration of the impact of COVID-19, and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

During the years ended December 31, 2020, 2021 and 2022, management monitored the actual performance of the business and conducted goodwill impairment test. No impairment loss of goodwill was recorded for the years ended December 31, 2020, 2021 and 2022, respectively.

Income Taxes

Current income taxes are provided on the basis of net income for financial reporting purposes, adjusted for income and expense items which are not assessable or deductible for income tax purposes, in accordance with the regulations of the relevant tax jurisdictions. We follow the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the temporary differences between the financial statements carrying amounts and tax bases of existing assets and liabilities by applying enacted statutory tax rates that will be in effect in the period in which the temporary differences are expected to reverse. We record a valuation allowance to reduce the amount of deferred tax assets if based on the weight of available evidence, it is more likely than not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rate is recognized in our consolidated statements of operations and comprehensive income/(loss) in the period of change. Deferred tax assets and liabilities are classified as non-current in the consolidated balance sheets.

We recognize in our consolidated financial statements the benefit of a tax position if the tax position is “more likely than not” to prevail based on the facts and technical merits of the position. Tax positions that meet the “more likely than not” recognition threshold are measured at the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement. We estimate our liability for unrecognized tax benefits which are periodically assessed and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in some cases, appeal or litigation process. The actual benefits ultimately realized may differ from our estimates. As each audit is concluded, adjustments, if any, are recorded in our consolidated financial statements in the period in which the audit is concluded. Additionally, in future periods, changes in facts, circumstances and new information may require us to adjust the recognition and measurement estimates with regard to individual tax positions. Changes in recognition and measurement estimates are recognized in the period in which the changes occur. As of December 31, 2021 and 2022, we did not have any significant unrecognized uncertain tax positions.

Item 6. Directors, Senior Management and Employees

A. Directors and Senior Management

The following table sets forth information regarding our executive officers and directors as of the date of this annual report.

Directors and Executive Officers	Age	Position/Title
Richard Qiangdong Liu	50	Chairman of the Board of Directors
Lei Xu	48	Director and Chief Executive Officer
Ming Huang	59	Independent Director
Louis T. Hsieh	58	Independent Director
Dingbo Xu	60	Independent Director
Caroline Scheufele	61	Independent Director
Carol Yun Yau Li	43	Independent Director
Sandy Ran Xu	46	Chief Financial Officer
Pang Zhang	34	Chief Human Resources Officer

Richard Qiangdong Liu has been the chairman of our company since inception and served as our chief executive officer until April 2022. He founded JD.com in 2004 and has guided its development and growth since then. Mr. Liu received the prestigious award “Person of the Year of Chinese Economy 2011” from CCTV, China’s national television network. He was among “World’s 50 Greatest Leaders” named by Fortune Magazine in 2015. Mr. Liu currently serves as the chairman of the board and director of Jingdong Technology Holding Co., Ltd., JD Health International Inc. (HKEX: 6618), and JD Logistics, Inc. (HKEX: 2618). Mr. Liu received his bachelor’s degree in sociology from Renmin University of China in 1996 and an EMBA from China Europe International Business School in 2011.

Lei Xu is chief executive officer and executive director of JD.com, responsible for leading daily operation of the company. Mr. Xu served as a marketing consultant for JD.com in May 2007, and joined the company in January 2009. Prior to his current role, Mr. Xu held various senior roles in the company, including head of marketing department, head of JD Wireless, chief marketing officer of JD.com, chief executive officer of JD Retail and president of JD.com. Mr. Xu led the establishment of JD's marketing and public relations system, the mobile products' R&D system as well as the platform operation system, and propelled JD's mobile-based strategic transformation. Mr. Xu also led the launch of JD 618 Grand Promotion and drove the opening-up of JD's supply chain capabilities to empower the society at large. During his tenure as CEO of JD Retail, Mr. Xu has established the business philosophy of "trust-based and customer-centric value creation" and led the visionary moves on development of supply chain middle platform and omni-channel strategy, which accelerated JD's second curve of growth. Mr. Xu also sits on the board of directors of Yonghui Superstores Co. Ltd. Mr. Xu was conferred China's professional title as Senior Economist (Enterprise Management) in 2019 and holds an EMBA degree from China Europe International Business School. Mr. Xu was named among the "50 Most Influential Business Leaders in China" in two consecutive years named by Fortune China. He was also named by China Entrepreneur magazine as one of the "25 Most Influential Business Leaders" in 2022.

Ming Huang has served as our independent director since March 2014. Mr. Huang has been a professor of finance at the Johnson Graduate School of Management at Cornell University since July 2005. From July 2010 to June 2019, Mr. Huang was a professor of finance at China Europe International Business School. Mr. Huang also served as a professor of finance at Cheung Kong Graduate School of Business in China from July 2008 to June 2010 and Dean of the School of Finance at Shanghai University of Finance and Economics from April 2006 to March 2009. Prior to 2005, he was an associate professor of finance at the Graduate School of Business at Stanford University from September 2002 to June 2005 and an associate dean and visiting professor of finance at Cheung Kong Graduate School of Business from July 2004 to June 2005. Professor Huang's academic research primarily focuses on behavioral finance, credit risk and derivatives. In recent years, his research has focused on Chinese capital market and public companies. Mr. Huang is also an independent non-executive director of WH Group Limited, a company listed on the Hong Kong Stock Exchange, and an independent director of 360 Security Technology Inc., a company listed on the Shanghai Stock Exchange. Professor Huang received his bachelor's degree in physics from Peking University, a Ph.D. in theoretical physics from Cornell University and a Ph.D. in finance from Stanford University.

Louis T. Hsieh has served as our independent director since May 2014. Mr. Hsieh currently serves as the global chief financial officer, since April 2021, and board director, since June 2021, of Hesai Technology, a global leader in 3-D Lidar solutions. From 2017 to 2019, Mr. Hsieh served as the global chief financial officer of Nio Inc., a leading electric car original equipment manufacturer (NYSE: NIO). Mr. Hsieh has served as a board director of New Oriental Education & Technology Group Inc., the largest provider of private educational services in China listed on the NYSE (NYSE: EDU), since March 2007, and served as its chief financial officer from 2005 to 2015 and its president from 2009 to 2016. He also serves as an independent director, since November 2016, and chairman of the audit committee from 2016 to 2019, of YUM China Holdings, Inc., a NYSE and HKEX listed (NYSE: YUMC, HKEX: 9987) leading operator of restaurant chains in China including KFC and Pizza Hut. From 2000 to 2002, Mr. Hsieh was the managing director and the Asia-Pacific tech/media/telecoms head of UBS Capital Asia Pacific, the private equity division of UBS AG. From 1997 to 2000, Mr. Hsieh was a technology investment banker at JP Morgan in San Francisco, California, where he was a vice president, and Credit Suisse in Palo Alto, California, where he was an associate. From 1990 to 1995, Mr. Hsieh was a corporate and securities attorney at White & Case LLP in Los Angeles. Mr. Hsieh holds a bachelor's degree in industrial engineering and engineering management from Stanford University, an MBA degree from the Harvard Business School, and a J.D. degree from the University of California at Berkeley.

Dingbo Xu has served as our independent director since May 2018. Professor Xu has served as a faculty member and professor in highly-respected universities for more than two decades. He is currently Essilor Chair Professor in Accounting and an Associate Dean at China Europe International Business School (CEIBS). Before joining CEIBS in 2004, he was an assistant professor of accounting at the Hong Kong University of Science and Technology from 1996 to 2003. In addition to his academic positions, Professor Xu is the vice-president of China Association of Chief Financial Officers, the executive director of the editorial board of *China Management Accounting Review* and the founding chairman of Chartered Global Management Accountant (CGMA) 100 North Asia Leaders Think Tank. Professor Xu has also contributed his knowledge and expertise to the board of directors of several public companies. Apart from JD.com, Professor Xu currently serves on the board of China Trust Protection Fund Co., Ltd. From September 2009 to April 2018, Professor Xu was a board member as an independent director of The People's Insurance Company (Group) of China Limited (PICC), a company listed on the Hong Kong Stock Exchange; from December 2012 to February 2019, he was an independent director of Shanghai Shydec Pharmaceutical Co., Ltd., a company listed on the Shanghai Stock Exchange; from January 2013 to August 2019, he was an independent director of SANY Heavy Industry, a company listed on the Shanghai Stock Exchange; from June 2013 to September 2019, he was an independent director of China Cinda Asset Management Co. Ltd., a company listed on the Hong Kong Stock Exchange; from September 2016 to September 2022, he was an independent director of Kweichow Moutai Company Limited, a company listed on the Shanghai Stock Exchange, and from December 2015 to March 2023, he was an independent director of Societe Generale (China) Ltd. Professor Xu received his Ph.D. in accounting from the University of Minnesota, as well as a master's degree in management and a bachelor's degree in mathematics, both from Wuhan University.

Caroline Scheufele has served as our independent director since June 2021. Ms. Scheufele has over 35 years of experience in the watchmaking and jewelry industry and currently serves as the co-president and artistic director of Chopard, one of the last family-run Swiss watch makers and jewelers. Since 1985, Ms. Scheufele has held various leadership positions at Chopard, including leading Chopard's ladies' collections and developing the jewelry section and later the high-end jewelry department at Chopard. Ms. Scheufele designed Chopard's first jewelry collection, Happy Diamonds, the Happy Sports watches featuring a world-first combination of steel and diamonds, and the Haute Joaillerie Red Carpet and Animal World collections. Ms. Scheufele has also contributed to Chopard's international exposure by connecting its image with the world of cinema and iconic events, such as the Cannes Film Festival. In 1998, she redesigned the Palme d'Or, the award piece for the Cannes Film Festival, and made Chopard the official event partner onwards. Ms. Scheufele is a dedicated philanthropist in support of charitable causes, such as the American Foundation for AIDS Research (amFAR) and the José Carreras Leukemia Foundation. She has promoted corporate social responsibility including Chopard's membership in the Responsible Jewelry Council since 2010. Under the leadership of Ms. Scheufele, Chopard has become one of the first brands to use raw materials that meet the highest possible social and environmental standards and has supported Fairmined certified responsible gold. Ms. Scheufele was honoured with both the annual Fashion 4 Development (F4D) Award and the BRAVO Business Award for "Environmentalism of the Year" in 2014 and received the Designer of the Year Award at the second Sustainable Style Gala in 2019. Ms. Scheufele holds a diploma from Geneva's International School and decided to join the family business where she took intensive classes in design and gemmology afterwards.

Carol Yun Yau Li has served as our independent director since September 2022. Ms. Li currently serves as Managing Director of Yale Center Beijing, Yale University's first university-wide center outside of the United States. Ms. Li also served as an independent non-executive director of the board of JD Logistics, Inc. (HKEx: 2618), a consolidated subsidiary of JD.com, from May 2021 to September 2022. From April 2008 to May 2012, Ms. Li was a Senior Vice President at China Investment Corporation, China's sovereign wealth fund, where she focused on private equity investments. She started her career in investment banking at Credit Suisse First Boston in New York and worked as an attorney at Sullivan & Cromwell LLP and WilmerHale LLP, specializing in corporate, financial, and transactional matters. Ms. Li holds a Bachelor of Arts Degree in Economics and International Studies from Yale University received in May 2000 and a Doctor of Jurisprudence degree from Stanford University received in June 2006. She is admitted to practice law in the State of New York and in the District of Columbia in the United States. Ms. Li was named a World Economic Forum Young Global Leader in 2016. She is also a member of the Hong Kong X-Tech Startup Platform Advisory Committee.

Sandy Ran Xu has served as chief financial officer of JD.com since June 2020. Ms. Xu joined JD.com in July 2018. From July 2018 to May 2020, Ms. Xu oversaw group finance, accounting and tax functions in addition to serving as chief financial officer of JD Retail. Prior to joining JD.com, Ms. Xu was an audit partner and spent nearly 20 years with PricewaterhouseCoopers Zhong Tian LLP, Beijing office and PricewaterhouseCoopers, San Jose office, focusing on TMT industry and U.S. capital markets. Ms. Xu currently also serves as a director of JD Technology. Ms. Xu was a Certified Public Accountant in both China and the United States. Ms. Xu received her bachelor's degree with a double major in information science and economics from Peking University.

Pang Zhang has served as our chief human resources officer since December 2020. Ms. Zhang joined our company in July 2011. She has significant experience in leadership development as well as organizational processes optimization, and has always committed to exploring a brand-new type of platform-based HR system, thus to better support diversified business groups at JD.com. She also leads our company's diversity, equality and inclusion efforts. Ms. Zhang has held multiple key roles within different departments in our company, including our company's chairman office, JD Retail and JD Technology. Ms. Zhang currently serves as a director of JD Technology. Ms. Zhang holds a Cornell-Tsinghua Finance MBA and a bachelor's degree from Central University of Finance and Economics.

B. Compensation

In 2022, we paid an aggregate of approximately RMB37 million (US\$5 million) in cash to our directors and executive officers as a group. We have not set aside or accrued any amount to provide pension, retirement or other similar benefits to our executive officers and directors. Our PRC subsidiaries and the consolidated variable interest entities are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance and other statutory benefits and a housing provident fund.

We are in the process of putting in place a comprehensive retirement plan for the eligible retiring salaried senior management of our company based on years of employment and contributions to our company. This plan is designed to strengthen the ability of our company to attract and retain persons of outstanding competence upon which, in large measure, our continued growth and profitability depend. Eligible management employees of our company will be entitled for certain benefits, including, but not limited to, cash payments, incentive stock award and incentive stock option benefits, additional insurance programs and pension plans. In addition, we intend to hire certain eligible retiring management employees of our company as consultant for a period of time following retirement to avail our company of the consultant's knowledge, expertise and experience.

Employment Agreements and Indemnification Agreements

We have entered into employment agreements with each of our executive officers. Under these agreements, each of our executive officers is employed for a specified time period. We may terminate employment for cause, at any time, without advance notice or remuneration, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. Without the foregoing causes, we may also terminate an executive officer's employment in accordance with the applicable law of the jurisdiction where the executive officer is based, and in such case of termination by us, we will provide severance payments to the executive officer as expressly required by such applicable law. The executive officer may resign at any time with a 30-day advance written notice.

Each executive officer has agreed to hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence and not to use, except as required in the performance of his or her duties in connection with the employment or pursuant to applicable law, any of our confidential information or trade secrets, any confidential information or trade secrets of our clients or prospective clients, or the confidential or proprietary information of any third party received by us and for which we have confidential obligations. The executive officers have also agreed to disclose in confidence to us all inventions, designs and trade secrets which they conceive, develop or reduce to practice during the executive officer's employment with us and to assign all right, title and interest in them to us, and assist us in obtaining and enforcing patents, copyrights and other legal rights for these inventions, designs and trade secrets.

In addition, each executive officer has agreed to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for two years following the last date of employment. Specifically, each executive officer has agreed not to (i) approach our suppliers, clients, customers or contacts or other persons or entities introduced to the executive officer in his or her capacity as a representative of us for the purpose of doing business with such persons or entities that will harm our business relationships with these persons or entities; (ii) assume employment with or provide services to any of our competitors, or engage, whether as principal, partner, licensor or otherwise, any of our competitors, without our express consent; or (iii) seek directly or indirectly, to solicit the services of any of our employees who is employed by us on or after the date of the executive officer's termination, or in the year preceding such termination, without our express consent.

We have also entered into indemnification agreements with some of our directors and executive officers, agreeing to indemnify them against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of our company.

Share Incentive Plans

Our Share Incentive Plan

Our currently effective share incentive plan, or our Share Incentive Plan, was adopted in November 2014. The number of shares reserved for future issuances under our Share Incentive Plan will be increased by a number equal to 1% of the total number of outstanding shares as of the last day of the immediately preceding fiscal year, on the first day of each fiscal year during the term of our Share Incentive Plan commencing with the fiscal year ended December 31, 2018. The maximum aggregate number of our shares which may be issued pursuant to all awards under our Share Incentive Plan is 649,016,444 shares as of the date of this annual report, consisting of 106,850,910 shares that have been issued to and reserved with Fortune Rising Holdings Limited, and 542,165,534 shares that are reserved under our Share Incentive Plan. Fortune Rising Holdings Limited holds these ordinary shares for the purpose of transferring such shares to the plan participants according to our awards under our Share Incentive Plan.

The following paragraphs describe the principal terms of our Share Incentive Plan.

Types of Awards. The Plan permits the awards of options, restricted shares, restricted share units or any other type of awards that the committee or the board decides.

Plan Administration. Our board of directors, our compensation committee or a sub-committee designated by our board will administer our Share Incentive Plan. The committee or the full board of directors, as applicable, will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each award grant. Fortune Rising Holdings Limited is the holder on record of the original award pool of 106,850,910 shares and will grant awards to plan participants and execute the award agreements and other related agreements with plan participants based on the instructions of the committee or the full board of directors who administers our Share Incentive Plan.

Award Agreement. Awards granted under our Share Incentive Plan are evidenced by an award agreement that sets forth terms, conditions and limitations for each award, which may include the term of the award, the provisions applicable in the event of the grantee's employment or service terminates, and our authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

Eligibility. We may grant awards to our employees, directors and consultants. However, we may grant options that are intended to qualify as incentive share options only to our employees.

Acceleration of Awards upon Change in Control. If a change in control of our company occurs, the plan administrator may, in its sole discretion, provide for (i) all awards outstanding to terminate at a specific time in the future and give each participant the right to exercise the vested portion of such awards during a specific period of time, or (ii) the purchase of any award for an amount of cash equal to the amount that could have been attained upon the exercise of such award, or (iii) the replacement of such award with other rights or property selected by the plan administrator in its sole discretion, or (iv) payment of award in cash based on the value of ordinary shares on the date of the change-in-control transaction plus reasonable interest.

Vesting Schedule. In general, the plan administrator determines the vesting schedule, which is specified in the relevant award agreement.

Exercise of Options. The plan administrator determines the exercise price for each award, which is stated in the award agreement. The vested portion of option will expire if not exercised prior to the time as the plan administrator determines at the time of its grant. However, the maximum exercisable term is the tenth anniversary after the date of a grant.

Transfer Restrictions. Awards may not be transferred in any manner by the recipient other than by will or the laws of descent and distribution, except as otherwise provided by the plan administrator.

Termination of Our Share Incentive Plan. Unless terminated earlier, our Share Incentive Plan will terminate automatically on December 20, 2023. Our board of directors has the authority to amend or terminate the plan subject to shareholder approval to the extent necessary and desirable to comply with applicable law. Shareholder approval is required for any amendment to our Share Incentive Plan that (i) increases the number of shares available under our Share Incentive Plan, or (ii) permits the plan administrator to extend the term of our Share Incentive Plan or the exercise period for an option beyond ten years from the date of grant.

As of December 31, 2022, the awards that had been granted to our directors, officers, employees and consultants and remained outstanding included (i) restricted share units to receive an aggregate of 71,641,054 ordinary shares, excluding restricted share units that were forfeited, cancelled, or vested after the relevant grant date, and (ii) options to purchase an aggregate of 19,314,136 ordinary shares, excluding options that were forfeited, cancelled, or exercised after the relevant grant date.

In May 2015, with approval of board of directors, Mr. Liu was granted an option to acquire a total of 26,000,000 Class A ordinary shares of our company, at an exercise price of US\$16.70 per share or US\$33.40 per ADS, subject to a 10-year vesting schedule with 10% of the award vested on each anniversary of the grant date. The number of restricted shares, restricted share units and options that had been granted to each of our other directors and executive officers and remained outstanding represents less than 1% of our total outstanding ordinary shares on an as-converted basis as of February 28, 2023. The awards to our other directors and executive officers have two-year, four-year, five-year or six-year vesting schedule, with an equal installment vesting at the end of each calendar year following the grant or on the anniversary of the grant date. Starting from 2016, certain awards have multiple tranches with tiered vesting commencement dates from 2016 to 2020, and each of the tranches is subject to a six-year vesting schedule.

Share Incentive Plans of our Consolidated Subsidiaries

In addition, certain of our consolidated subsidiaries approved and adopted their own share incentive plans.

JD Logistics adopted its own share incentive plans in 2018 and 2021, which permit the granting of stock options, restricted share units and other types of awards of JD Logistics to its employees, directors and consultants. JD Logistics granted 224,511,105 and 30,030,446 share options for the years ended December 31, 2020 and 2021, respectively, including the share options granted to Mr. Liu. No share option was granted in 2022. JD Logistics also granted restricted share units to its employees, directors and consultants starting from July 2021 and granted 9,663,953 and 41,570,538 restricted share units in 2021 and 2022, respectively. In October 2020, options to acquire 99,186,705 ordinary shares of JD Logistics with an exercise price of US\$0.01 per share were granted to Mr. Liu according to the JD Logistics's share incentive plan. The grant is subject to a 6-year vesting schedule with 1/6 of the awards vesting on each anniversary of the grant date. Total share-based compensation expenses were RMB640 million, RMB1,201 million and RMB961 million (US\$139 million) under JD Logistics' share incentive plans for the years ended December 31, 2020, 2021 and 2022, respectively.

JD Health adopted its own share incentive plans in 2020, which permits the granting of stock options, restricted share units and other types of awards of JD Health to its employees, directors and consultants. JD Health granted 94,770,812 share options in 2020, including the share options granted to Mr. Liu. No share option was granted in 2021 or 2022. JD Health also granted restricted share units to its employees, directors and consultants starting from January 2021, and granted 80,582,712 and 4,638,422 restricted share units in 2021 and 2022, respectively. In October 2020, options to acquire 53,042,516 ordinary shares of JD Health with an exercise price of US\$0.0000005 per share were granted to Mr. Liu according to the JD Health's share incentive plan. The grant is subject to a 6-year vesting schedule with 1/6 of the awards vesting on each anniversary of the grant date. Total share-based compensation expenses were RMB331 million, RMB2,561 million and RMB2,068 million (US\$300 million) under JD Health's share incentive plans for the years ended December 31, 2020, 2021 and 2022, respectively.

JD Property adopted its own share incentive plan in 2021, which permits the granting of stock options, restricted share units and other types of awards of JD Property to its employees, directors and consultants. JD Property granted 193,059,698 restricted share units to Mr. Liu for the year ended December 31, 2021. The restricted share units granted to Mr. Liu were fully vested on November 25, 2021. JD Property granted 108,399,512 share options to its employees, directors and consultants for the year ended December 31, 2022. In October 2022, options to acquire 81,446,610 ordinary shares of JD Property with an exercise US\$0.0000005 per share were granted to Mr. Liu according to the JD Property's share incentive plan, and the share options were fully vested on October 1, 2022. Total share-based compensation expenses were RMB467 million and RMB354 million (US\$51 million) under JD Property's share incentive plan for the years ended December 31, 2021 and 2022, respectively.

JD Industrials adopted its own share incentive plan in 2021, which permits the granting of stock options, restricted share units and other types of awards of JD Industrials to its employees, directors and consultants. JD Industrials granted 90,629,636 restricted share units to Mr. Liu for the year ended December 31, 2021. The restricted share units granted to Mr. Liu were fully vested on December 30, 2021. JD Industrials granted 2,660,000 share options to its employees, directors and consultants for the year ended December 31, 2022. Total share-based compensation expenses were RMB684 million and RMB7 million (US\$1 million) under JD Industrials's share incentive plan for the years ended December 31, 2021 and 2022, respectively.

C. Board Practices

Board of Directors

Our board of directors consists of seven directors. A director is not required to hold any shares in our company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with our company must declare the nature of his interest at a meeting of the directors. Subject to the Nasdaq Rules and disqualification by the chairman of the relevant board meeting, a director may vote in respect of any contract or transaction or proposed contract or transaction notwithstanding that he may be interested therein, and if he does so his vote will be counted and he may be counted in the quorum at the relevant board meeting at which such contract or transaction or proposed contract or transaction is considered. The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures or other securities whenever money is borrowed or as security for any debt, liability or obligation of the company or of any third party. None of our non-executive directors has a service contract with us that provides for benefits upon termination of service.

Committees of the Board of Directors

We have established four committees under the board of directors: an audit committee, a compensation committee, a nomination committee, and an environmental, social and governance (ESG) committee. We have adopted a charter for each of the four committees.

Audit Committee

Our audit committee consists of Louis T. Hsieh, Ming Huang and Dingbo Xu. Mr. Hsieh is the chairperson of our audit committee. We have determined that Mr. Hsieh, Mr. Huang and Mr. Xu satisfy the "independence" requirements of Nasdaq and Rule 10A-3 under the Securities Exchange Act of 1934. The audit committee oversees our accounting and financial reporting processes and the audits of the financial statements of our company. The audit committee is responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management’s response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors; and
- monitoring compliance with our code of business conduct and ethics, including reviewing the adequacy and effectiveness of our procedures to ensure proper compliance.

Compensation Committee

Our compensation committee consists of Ming Huang and Carol Yun Yau Li. Mr. Huang is the chairperson of our compensation committee. We have determined that Mr. Huang and Ms. Li satisfy the “independence” requirements of Nasdaq. The compensation committee assists the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. Our chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for our chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of our non-employee directors;
- reviewing periodically and approving any incentive compensation or equity plans, programs or similar arrangements; and
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person’s independence from management.

Nomination Committee

Our nomination committee consists of Dingbo Xu, Louis T. Hsieh and Caroline Scheufele. Mr. Xu is the chairperson of our nomination committee. Mr. Xu, Mr. Hsieh and Ms. Scheufele satisfy the “independence” requirements of Nasdaq. The nomination committee assists the board of directors in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nomination committee is responsible for, among other things:

- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity; and
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board.

Environmental, Social and Governance (ESG) Committee

Our ESG committee consists of Richard Qiangdong Liu, Dingbo Xu and Carol Yun Yau Li. Mr. Liu is the chairperson of our ESG committee. The ESG committee assists the board of the directors in overseeing the ESG relevant to our Company. The ESG committee is responsible for, among other things:

- reviewing the formulation of our ESG vision, strategies, and plans, the progress of our ESG-related practice and internal control system, the objectives and implementation of our ESG-related work, as well as our annual ESG report; and
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as our compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

Terms of Directors and Executive Officers

Our officers are elected by the board of directors. Our directors are appointed either by an ordinary resolution of our shareholders, or by a resolution of our board of directors (including the affirmative vote of Mr. Richard Qiangdong Liu for so long as he is a director). Our non-independent directors are not subject to a term of office and hold office until such time as they are removed from office by ordinary resolution of the shareholders. Our independent directors are subject to a contractual one-year term, which may be renewed for one additional year, unless either party provides a prior written notice to the other party before the initial term expires indicating the intention not to renew. A director will cease to be a director if, among other things, the director (i) becomes bankrupt or makes any arrangement or composition with his creditors; (ii) dies or is found by our company to be or becomes of unsound mind; (iii) resigns his office by notice in writing to our company; (iv) without special leave of absence from our board of directors, is absent from meetings of our board of directors for three consecutive meetings and the board resolves that his office be vacated; or (v) is removed from office pursuant to any other provision of our memorandum and articles of association.

Board Diversity Matrix

Board Diversity Matrix	
Country of Principal Executive Offices:	People's Republic of China
Foreign Private Issuer	Yes
Disclosure Prohibited Under Home Country Law	No
Total Number of Directors	7

	Female	Male	Non Binary	Did Not Disclose Gender
Part I: Gender Identity				
Directors	2	5	N/A	N/A
Part II: Demographic Background				
Underrepresented Individual in Home Country Jurisdiction			—	
LGBTQ+			—	
Did Not Disclose Demographic Background			1	

D. Employees

As of December 31, 2020, 2021 and 2022, we had a total of 314,906, 385,357 and 450,679 employees, respectively. The following is a breakdown of our employees as of December 31, 2022 by function:

Function	Number
Procurement	21,603
Warehouses	59,801
Delivery	302,370
Customer Service	26,033
Research and Development	15,534
Sales and Marketing	15,125
General and Administrative	10,213
TOTAL	450,679

* The number of employees shown above excludes part-time staff and interns.

With so many employees, we place great emphasis on our corporate culture to ensure that we maintain consistently high standards everywhere we operate.

We invest resources in the recruitment of employees in support of our fast-growing business operations. In 2022, we recruited new employees in connection with the expansion of our business, and we will continue to invest resources in training, managing and motivating our workforce. In 2022, we have invested a considerable amount of resources in employee career development and training. We have clear talent criteria and have applied them to the whole process of talent management. In the talent management activities throughout the year, we not only pay attention to the improvement of employees' ability and quality, but also pay special attention to incentive development, in particularly emphasized the mindset of "contributor-oriented", so that to enable all kinds of talents to have a "sense of goal" and "sense of fulfillment". We lay special emphasis on the building of talent pipeline and the building of organizational cultural cohesion. We have established a comprehensive employee training and development system covering leadership, general competencies, and professional competencies. Our comprehensive training program covers corporate culture, employee rights and responsibilities, team building, professional behavior, job performance, management skills, leadership, and administrative decision-making. As of December 31, 2022, over 1,100 management trainees had undergone our dedicated management training program.

We also sponsored selected senior and mid-level managers to participate in part-time EMBA programs. In addition, we launched "Go to college in JD" program in association with well-known universities in November 2013. All employees are eligible to join the program voluntarily and get scholarship from us once they obtain their bachelor's or master's diploma, or have opportunity to apply an interest-free loan for their tuition fees from us. To boost our strategy of exploring oversea markets, we also have been recruiting international management trainees who are MBA graduates from top universities worldwide.

As required by regulations in China, we participate in various government statutory employee benefit plans, including social insurance funds, namely a pension contribution plan, a medical insurance plan, an unemployment insurance plan, a work-related injury insurance plan and a maternity insurance plan, and a housing provident fund. We are required under PRC law to contribute to employee benefit plans at specified percentages of the salaries, bonuses and certain allowances of our employees up to a maximum amount specified by the local government from time to time.

We enter into standard labor contracts with our employees. We also enter into standard confidentiality and non-compete agreements with our senior management. The non-compete restricted period typically expires within two years after the termination of employment, and we agree to compensate the employee with a certain percentage of his or her pre-departure salary during the restricted period.

We believe that we maintain a good working relationship with our employees, and we have not experienced any major labor disputes.

E. Share Ownership

The following table sets forth information with respect to the beneficial ownership of our ordinary shares as of February 28, 2023 by:

- each of our directors and executive officers; and
- each person known to us to own beneficially more than 5% of our total outstanding shares.

The calculations in the table below are based on 3,147,816,729 ordinary shares outstanding as of February 28, 2023, comprising of (i) 2,761,442,006 Class A ordinary shares, excluding the 31,856,338 Class A ordinary shares issued to our depository bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our Share Incentive Plan, and (ii) 386,374,723 Class B ordinary shares.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership and voting power percentage of that person, we have included shares and associated votes that the person has the right to acquire within 60 days, including through the exercise of any option, warrant or other right or the conversion of any other security. These shares and associated votes, however, are not included in the computation of the percentage ownership of any other person. Ordinary shares held by a shareholder are determined in accordance with our register of members.

	Class A Ordinary Shares	Class B Ordinary Shares	Total Ordinary Shares	% of Total Ordinary Shares	% of Aggregate Voting Power
Directors and Executive Officers:					
Richard Qiangdong Liu	32,174,550 ⁽¹⁾	368,007,423 ⁽¹⁾	400,181,973 ⁽¹⁾	12.7 ⁽¹⁾	73.9 ⁽²⁾
Lei Xu	*	—	*	*	*
Ming Huang ⁽³⁾	*	—	*	*	*
Louis T. Hsieh ⁽⁴⁾	*	—	*	*	*
Dingbo Xu ⁽⁵⁾	*	—	*	*	*
Caroline Scheufele ⁽⁶⁾	*	—	*	*	*
Carol Yun Yau Li ⁽⁷⁾	*	—	*	*	*
Sandy Ran Xu	*	—	*	*	*
Pang Zhang	*	—	*	*	*
All Directors and Executive Officers as a Group	33,097,486	368,007,423	401,104,909	12.7	73.9 ⁽²⁾
Principal Shareholders:					
Max Smart Limited ⁽⁸⁾	22,974,550	368,007,423	390,981,973	12.4	70.4
Walmart ⁽⁹⁾	289,053,746	—	289,053,746	9.2	2.8
Fortune Rising Holdings Limited ⁽¹⁰⁾	—	18,367,300	18,367,300	0.6	3.5

* Less than 1% of our total outstanding ordinary shares.

** Except for Mr. Ming Huang, Mr. Louis T. Hsieh, Mr. Dingbo Xu, Ms. Caroline Scheufele and Ms. Carol Yun Yau Li, the business address of our directors and executive officers is JD national headquarters at No. 18 Kechuang 11 Street, Yizhuang Economic and Technological Development Zone, Daxing District, Beijing 101111, P.R. China.

- (1) Represents (i) 368,007,423 Class B ordinary shares directly held by Max Smart Limited, (ii) 11,487,275 ADSs, representing 22,974,550 Class A ordinary shares, held by Max Smart Limited, and (iii) 9,200,000 Class A ordinary shares that Mr. Liu had the right to acquire upon exercise of options that shall have become vested within 60 days after February 28, 2023. As of February 28, 2023, Mr. Liu has not exercised his right to acquire such Class A ordinary shares. Max Smart Limited is a British Virgin Islands company beneficially owned by Mr. Richard Qiangdong Liu through a trust and of which Mr. Richard Qiangdong Liu is the sole director, as described in footnote (8) below. The ordinary shares beneficially owned by Mr. Liu do not include 18,367,300 Class B ordinary shares held by Fortune Rising Holdings Limited, a British Virgin Islands company, as described in footnote (10) below. Mr. Liu will donate 62,376,643 Class B ordinary shares of the Company to a third-party foundation for charitable purposes. Assuming the donation had been completed as of February 28, 2023, Mr. Liu would have beneficially owned a total of 337,805,330 ordinary shares, representing 10.7% of our total outstanding ordinary shares, and the voting power of the shares beneficially owned would represented 69.9% of the total outstanding voting power.
- (2) The aggregate voting power includes the voting power with respect to the 18,367,300 Class B ordinary shares held by Fortune Rising Holdings Limited. Mr. Richard Qiangdong Liu is the sole shareholder and the sole director of Fortune Rising Holdings Limited and he may be deemed to beneficially own the voting power with respect to all of the ordinary shares held by Fortune Rising Holdings Limited in accordance with the rules and regulations of the SEC, notwithstanding the facts described in footnote (10) below.
- (3) The business address of Mr. Huang is China Europe International Business School, 699 Hongfeng Road, Pudong District, Shanghai 201206, China.
- (4) The business address of Mr. Hsieh is Tower 2,37-B, I Austin Road West, Kowloon, Hong Kong.
- (5) The business address of Professor Xu is China Europe International Business School, 699 Hongfeng Road, Pudong, Shanghai 201206, China.
- (6) The business address of Ms. Scheufele is Chopard & Cie SA, Rue de Veyrot 8, 1217 Meyrin, Switzerland.

- (7) The business address of Ms. Li is Tower B 36/F, 8 Jianguomenwai Avenue, Chaoyang District, Beijing, China.
- (8) Represents (i) 368,007,423 Class B ordinary shares directly held by Max Smart Limited and (ii) 11,487,275 ADSs, representing 22,974,550 Class A ordinary shares, held by Max Smart Limited. Max Smart Limited is a British Virgin Islands company beneficially owned by Mr. Richard Qiangdong Liu through a trust and of which Mr. Richard Qiangdong Liu is the sole director. The registered address of Max Smart Limited is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.
- (9) Based on the information provided by Walmart, represents (i) 144,952,250 Class A ordinary shares and (ii) 72,050,748 ADSs, representing 144,101,496 Class A ordinary shares, owned jointly by (i) Walmart, a corporation organized under the laws of the State of Delaware, (ii) Newheight Holdings Ltd., or Newheight, a company organized under the laws of the Cayman Islands, and (iii) Qomolangma Holdings Ltd., or Qomolangma, a company organized under the laws of the Cayman Islands. Walmart wholly owns each of Qomolangma and Newheight indirectly through a number of other wholly-owned subsidiaries. Newheight is a wholly-owned subsidiary of Qomolangma. The address of the principal business office of Walmart is 702 S.W. Eighth Street, Bentonville, Arkansas 72716. The address of the principal business office of both Newheight and Qomolangma is 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands.
- (10) Represents 18,367,300 Class B ordinary shares held by Fortune Rising Holdings Limited. Fortune Rising Holdings Limited holds these Class B ordinary shares for the purpose of transferring such shares to the plan participants according to our awards under our Share Incentive Plan, and administers the awards and acts according to our instruction. Fortune Rising Holdings Limited exercises the voting power with respect to these shares according to our instruction. Fortune Rising Holdings Limited is a company incorporated in the British Virgin Islands. Mr. Richard Qiangdong Liu is the sole shareholder and the sole director of Fortune Rising Holdings Limited. The registered address of Fortune Rising Holdings Limited is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.

To our knowledge, as of February 28, 2023, a total of 913,678,527 Class A ordinary shares were held by four record holders in the United States, representing approximately 28.7% of our total issued shares on an as-converted basis (including the 31,856,338 Class A ordinary shares issued to our depositary bank for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our Share Incentive Plan and the Class A ordinary shares held in our Hong Kong register of members). One of these holders is Deutsche Bank Trust Company Americas, the depositary of our ADS program, which held 32.7% of our Class A ordinary shares on record, representing approximately 28.7% of our total issued shares on record as of February 28, 2023 (including the 31,856,338 Class A ordinary shares issued to it for bulk issuance of ADSs reserved for future issuances upon the exercise or vesting of awards granted under our Share Incentive Plan and the Class A ordinary shares held in our Hong Kong register of members). The number of beneficial owners of our ADSs in the United States is likely to be much larger than the number of record holders of our ordinary shares in the United States.

Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of Class A ordinary shares are entitled to one vote per share, while holders of Class B ordinary shares are entitled to twenty votes per share. Holders of Class A and Class B ordinary shares vote together as one class on all matters subject to a shareholders' vote. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof, while Class A ordinary shares are not convertible into Class B ordinary shares under any circumstance. See "Item 10.B. Additional Information—Memorandum and Articles of Association" for a more detailed description of our Class A ordinary shares and Class B ordinary shares.

On March 25, 2022, Tencent, through Huang River Investment Limited, completed a distribution of approximately 460 million Class A ordinary shares of our company owned by Tencent to its shareholders. Based on the information provided by Tencent in its report on Schedule 13D/A filed with SEC on March 30, 2022, Tencent's shareholding in us was approximately 2.3%, and the shareholders of Tencent who receive our shares in the distribution have become our shareholders. We and Tencent will continue to maintain our mutually beneficial business relationship, including our ongoing strategic partnership agreement. See "Item 4.A. Information on the Company—History and Development of the Company—Our Strategic Cooperations—Strategic Cooperation with Tencent."

Except for the above, we are not aware of any arrangement that may, at a subsequent date, result in a change of control of our company.

F. Disclosure of A Registrant's Action to Recover Erroneously Awarded Compensation

Not applicable.

Item 7. Major Shareholders and Related Party Transactions

A. Major Shareholders

Please refer to "Item 6.E. Directors, Senior Management and Employees—Share Ownership."

B. Related Party Transactions

Contractual Arrangements with the Consolidated Variable Interest Entities and Their Shareholders

PRC laws and regulations currently limit foreign ownership of companies that engage in businesses such as value-added telecommunications service business in China. Due to these restrictions, we operate our relevant business through contractual arrangements with the consolidated variable interest entities. For a description of these contractual arrangements, see “Item 4.C. Information on the Company—Organizational Structure.”

Agreements and Business Cooperation with Tencent

On March 25, 2022, Tencent completed a distribution of approximately 460 million Class A ordinary shares of our company owned by Tencent to its shareholders, and its shareholding in us changed to approximately 2.3% at the time, and the shareholders of Tencent who receive our shares in the distribution have become our shareholders. We and Tencent continue to maintain our mutually beneficial business relationship, including our ongoing strategic partnership agreement.

Strategic Cooperation Agreement. On March 10, 2014, we entered into a strategic cooperation agreement and formed a strategic partnership with Tencent. As part of the strategic partnership, Tencent agreed to offer us prominent access points in its mobile apps Weixin and Mobile QQ and provide internet traffic and other support from other key platforms to us. The two parties agreed to cooperate in a number of areas including mobile-related products, social networking services, membership systems and payment solutions. The strategic cooperation agreement had a term of five years and applies within the territory of the Greater China. Under the strategic cooperation agreement, we are Tencent’s preferred partner for all physical goods e-commerce businesses, and Tencent agrees not to engage in any retail or managed marketplace business model in physical goods e-commerce businesses in the Greater China and a few selected international markets for a period of eight years, other than through its controlled affiliate Shanghai Icsn.

On May 10, 2019, we renewed the strategic cooperation agreement with Tencent for a period of three years starting from May 27, 2019. Tencent continued to offer us prominent level 1 and level 2 access points on its Weixin platform to provide traffic support, and the two companies also intend to continue to cooperate in a number of areas including communications, advertising and membership services, among others. Such traffic support, advertising spending and other cooperation amounted to over US\$800 million, which was paid or spent over the next three years. We agreed to issue to Tencent a certain number of our Class A ordinary shares for a total consideration of approximately US\$250 million at prevailing market prices at certain pre-determined dates during the three-year period, of which 8,127,302, 2,938,584 and 1,914,998 of our Class A ordinary shares were issued in May 2019, May 2020 and June 2021, respectively.

On June 29, 2022, we renewed the strategic cooperation agreement with Tencent for another period of three years. Tencent continues to offer us prominent Level 1 and Level 2 access points on its Weixin platform to provide traffic support, and we also continue to cooperate in a number of areas including communications, technology services, marketing and advertising, and membership services, among others. The value of such cooperation is to be paid or spent in cash and in the form of our shares combined over the next three years. As a part of the total consideration, we agreed to issue to Tencent a certain number of our Class A ordinary shares for a consideration of up to US\$220 million by reference to prevailing market prices at certain pre-determined dates during the three-year period, of which 2,164,326 of our Class A ordinary shares were issued in July 2022.

Business Cooperation with Tencent. In 2020, we generated RMB355 million commission services revenues from cooperation on advertising business with Tencent, RMB375 million revenues from services provided to and products sold to Tencent, and purchased a total amount of RMB3,226 million advertising resources and payment processing services from Tencent. In 2021, we generated RMB248 million commission services revenues from cooperation on advertising business with Tencent, RMB553 million revenues from services provided to and products sold to Tencent, and purchased a total amount of RMB5,010 million advertising resources and payment processing services from Tencent. Tencent ceased to be a related party of us since March 2022 when it completed the distribution of our Class A ordinary shares to its shareholders and reduced its shareholding in us. In the period from January to March 2022, we generated RMB44 million (US\$6 million) commission services revenues from cooperation on advertising business with Tencent, RMB77 million (US\$11 million) revenues from services provided to and products sold to Tencent, and purchased a total amount of RMB1,314 million (US\$191 million) advertising resources and payment processing services from Tencent.

Agreements and Transactions Relating to JD Technology

On March 1, 2017, we entered into a framework agreement, or the Framework Agreement, and an intellectual property license and software technology services agreement, or the JD Technology IPLA, with JD Technology, and certain entities controlled by Mr. Richard Qiangdong Liu, our chairman, in connection with the reorganization of JD Technology. As of June 30, 2017, the reorganization of JD Technology had been completed. As a result, we disposed of all of our 68.6% equity interest in JD Technology and deconsolidated the financial results of JD Technology from ours since then. Pursuant to the agreements, we received approximately RMB14.3 billion in cash upon transaction closing with an economic gain of RMB14.2 billion and 40% of the future pre-tax profit of JD Technology when JD Technology has a positive pre-tax income on a cumulative basis. We did not receive any profits from JD Technology under the profit-sharing arrangement, as JD Technology did not have a positive pre-tax income on a cumulative basis during the effective period of the profit-sharing arrangement. In addition, pursuant to the Framework Agreement, we are able to convert our profit sharing right with respect to JD Technology into 40% of JD Technology's equity interest, subject to applicable regulatory approvals. The above percentage of profit sharing and maximum equity interest issuance to us, which we refer to as the Maximum Interest, is subject to potential proportional dilution as a result of any future equity financings or ESOP increases of JD Technology. In connection with JD Technology's additional round of financing in 2018, the Maximum Interest was diluted to approximately 36%.

In June 2020, we entered into agreements with JD Technology, pursuant to which we have, through a consolidated PRC domestic company, acquired an aggregate of 36.8% equity interest in JD Technology by converting our profit sharing right to the Maximum Interest and investing additional RMB1.78 billion in cash in JD Technology. The Framework Agreement, including the profit-sharing arrangement between JD Technology and us, was terminated, and JD Technology has become our equity method investee. In connection with the acquisition of equity interests in JD Technology, we have entered into agreements with JD Technology which set forth the rights of us as a shareholder. Pursuant to these agreements, we continue to enjoy substantially all the rights that we had under the Framework Agreement; provided that certain rights such as the right to liquidity event payment had been terminated upon our conversion of the profit sharing right into equity interest in JD Technology.

On June 20, 2020, the shareholders of JD Technology passed a unanimous resolution to restructure JD Technology as a company limited by shares and adopt the dual class voting structure. The shares held by Mr. Richard Qiangdong Liu and Suqian Linghang Fangyuan, an entity controlled by Mr. Liu, were entitled to ten votes per share, while Mr. Liu and Suqian Linghang Fangyuan must abstain from voting on any related party transaction with JD Technology. As a result of this dual class voting structure, as of December 31, 2022, we held approximately 22.1% voting power, and Mr. Richard Qiangdong Liu and Suqian Linghang Fangyuan together held 52.4% of the total voting power of JD Technology.

On March 31, 2021, we entered into definitive agreements with JD Technology relating to the reorganization of JD Cloud & AI. Pursuant to the definitive agreements, we transferred JD Cloud & AI and certain assets together valued at approximately RMB15.7 billion to JD Technology, in exchange for newly issued ordinary shares of JD Technology. To support the smooth business transition of JD Cloud & AI, we also transferred some equipment and reserved some restricted share units of us for the employees of JD Cloud & AI, for which JD Technology paid cash consideration. Upon completion of the transactions on March 31, 2021, JD Cloud & AI was deconsolidated from our consolidated financial statements, and our equity interest in JD Technology increased from 36.8% to 41.7%.

Please see "Item 4.A. Information on the Company—History and Development of the Company" for further information.

Set forth below is a summary of the key provisions of the currently effective material agreements between us and JD Technology.

Shareholders Agreement. The shareholders agreement of JD Technology provides for certain special rights, including preemptive right and right to consent for certain matters and contains provisions governing the board of directors and other corporate governance matters.

Non-Compete Agreement. We and JD Technology have each agreed to certain limitations on our respective ability to enter into or participate in the same line of business as the other party. JD Technology may not engage in the e-commerce business conducted by us or our subsidiaries without our prior written consent, unless we and JD Technology are no longer under the common control of Mr. Richard Qiangdong Liu. Without the prior written consent of JD Technology, we are restricted from engaging in the financial products, financial derivatives, and other financial-related businesses operated by JD Technology and its subsidiaries, including consumer finance, supply chain finance, third party payment, factoring, insurance brokerage and agency, crowd funding (including product and equity crowd funding), wealth management, securities brokerage, banking, financial leasing, asset management, and credit reporting, unless we and JD Technology are no longer under the common control of Mr. Liu. We, however, may make passive investments in competing businesses which we do not control.

Business Transactions with JD Technology and its Subsidiaries

JD Technology is a related party controlled by our chairman of the board of directors, Mr. Richard Qiangdong Liu, through his equity stake and voting arrangements in JD Technology. In 2020, 2021 and 2022, we provided services and sold goods to JD Technology in a total amount of RMB598 million, RMB882 million and RMB2,506 million (US\$363 million), respectively. In 2020, 2021 and 2022, we received payment processing and other services provided by JD Technology in the amount of RMB6,945 million, RMB8,762 million and RMB11,494 million (US\$1,666 million), respectively. In 2020, 2021 and 2022, interest income in the amount of RMB31 million, RMB253 million and RMB301 million (US\$44 million) was recognized in relation to the financial support provided to JD Technology by us, respectively. Based on a series of agreements signed on January 1, 2016, JD Technology will perform the credit risk assessment services and earn fees for providing such services, and JD Technology will purchase the consumer financing receivables past due over certain agreed period of time from us at carrying values without recourse and also agree to bear other cost directly related to the consumer financing to absorb the risks. In connection with the agreements, the total amount of over-due receivables related to the consumer financing transferred from us to JD Technology were RMB493 million, RMB77 million and RMB237 million (US\$34 million) for the years ended December 31, 2020, 2021 and 2022, respectively.

We also transferred certain financial assets to JD Technology without recourse at fair value. The amount of accounts receivables transferred without recourse in 2020, 2021 and 2022 were RMB33,406 million, RMB43,299 million and RMB50,282 million (US\$7,290 million), respectively, and were derecognized.

As of December 31, 2022, we had a total amount of RMB2,741 million (US\$397 million) due from JD Technology.

Transactions with Our Equity Investees and Other Related Parties

Business Transaction and Non-compete Obligation with Dada. In April 2016, we contributed certain resources and US\$200 million in cash in exchange for newly issued equity interest in Dada. On the completion date of the transaction, the traffic support, marketing and promotion services to be provided to Dada which had a fair value of approximately US\$67 million were recorded as deferred revenues and would be recognized as net service revenues, and the non-compete obligation with Dada which had a fair value of approximately US\$83 million were recorded as other liabilities and would be recognized as other income over a period of seven years on a straight line basis starting from May 2016. In 2020, 2021 and the period from January to February, 2022, other income in the amount of RMB82 million, RMB77 million and RMB13 million (US\$2 million) had been recognized, respectively. In 2020, 2021 and the period from January to February, 2022, we provided services and sold goods to Dada in a total amount of RMB179 million, RMB523 million and RMB135 million (US\$20 million), respectively, and in the same periods, we also received services from Dada in a total amount of RMB2,200 million, RMB1,087 million and RMB212 million (US\$31 million), respectively. As of December 31, 2022, we owned approximately 53% issued and outstanding shares of Dada.

On March 22, 2021, we, through a subsidiary, entered into a share subscription agreement with Dada, and further entered into an amendment to share subscription agreement on February 25, 2022, under which Dada issued to us 109,215,017 ordinary shares, for a total consideration of (i) an aggregate purchase price of US\$546 million in cash, and (ii) our signing and delivery of a business cooperation agreement to Dada, pursuant to which we will provide certain strategic resources to Dada, at a closing that occurred on February 28, 2022. Immediately following the closing, we held approximately 52% of Dada's issued and outstanding shares and began to consolidate the financial results of Dada into ours. Dada ceased to be a related party of us since February 2022.

Business Transactions with the Property Funds. JD Property, our infrastructure asset management and integrated service platform, owns, develops and manages our logistics facilities and other real estate properties to support JD Logistics and third parties. Since 2019, we entered into definitive agreements with the Property Funds, pursuant to which we sold certain of our completed and uncompleted logistics facilities.

For the logistics facilities under the Property Funds that met the closing conditions, we recorded a disposal gain of RMB1.6 billion, RMB0.8 billion and RMB1.4 billion (US\$0.2 billion) in 2020, 2021 and 2022, respectively. We will derecognize the remaining logistics facilities upon satisfaction of the hand-over condition. In addition, subsequent to the disposition, we have leased back the completed facilities from the Property Funds for operational purposes, and JD Property has started serving as the asset manager managing the Property Funds' assets. We will also lease back some of the facilities that sale to the Property Funds for operational purposes when such facility has been completed. See also "Item 5.A. Operating and Financial Review and Prospects—Operating Results—Selected Statements of Operations Items—Gain on sale of development properties." We received lease and property management services from the Property Funds in a total amount of RMB838 million, RMB1,180 million and RMB1,249 million (US\$181 million) in 2020, 2021 and 2022, respectively. Interest income in the amount of RMB49 million, RMB39 million and RMB43 million (US\$6 million) were recognized in 2020, 2021 and 2022, respectively, in connection with our financial support provided to the Property Funds. As of December 31, 2022, we had an amount of RMB2,814 million (US\$408 million) due from the Property Funds.

Business Transactions with ATRenew and its subsidiaries, or ATRenew Group. ATRenew Group is an equity investee of us, and its ADSs commenced trading on the NYSE in June 2021. In June 2019, we completed an investment of approximately RMB3.38 billion in ATRenew, an online second-hand consumer electronics trading platform. In connection with this investment, we merged our Paipai Secondhand business with and into ATRenew with certain exclusive traffic resources for the next five years, and additionally invested a certain amount of cash in exchange for additional preferred shares of ATRenew. In September and December 2020, we completed further investment in existing and newly issued preferred shares of ATRenew for a cash consideration of RMB401 million. Upon the completion of the transaction, the traffic support, marketing and promotion services to be provided to ATRenew Group were recorded as deferred revenues and would be recognized as net service revenues over the cooperation period of five years on a straight line basis starting from June 2019. In addition, we made an additional investment of RMB129 million in ATRenew in April 2021 and RMB321 million to acquire its ADSs in connection with its initial public offering in June 2021. The ADSs of ATRenew commenced trading on the New York Stock Exchange in June 2021. As of December 31, 2022, we owned approximately 33% issued and outstanding shares of ATRenew. As of December 31, 2022, we had a total amount of RMB610 million (US\$88 million) deferred revenues in relation to traffic support, marketing and promotion services to be provided to ATRenew Group. In 2020, 2021 and 2022, we provided services and sold goods to ATRenew Group in a total amount of RMB664 million, RMB894 million and RMB806 million (US\$117 million), respectively. In 2020, 2021 and 2022, we also received services from ATRenew Group in a total amount of RMB32 million, RMB31 million and RMB4 million (US\$1 million), respectively. As of December 31, 2022, we had an amount of RMB22 million (US\$3 million) due from ATRenew Group.

Our transactions with equity investees other than those discussed above were insignificant, individually or in the aggregate, in each of the past three fiscal years.

Our revenues from related parties, excluding those from the major related parties as described above, represented approximately 0.15%, 0.24% and 0.26% of total net revenues of our company for the years ended December 31, 2020, 2021 and 2022, respectively. Transactions with related parties included in operating expenses, excluding those with the major related parties as described above, represented 0.28%, 0.17% and 0.13% of total operating expenses of our company for the years ended December 31, 2020, 2021 and 2022, respectively.

In addition, Mr. Richard Qiangdong Liu, our chairman since inception and the chief executive officer since inception to April 2022, has purchased his own aircraft for both business and personal use. The use of the aircraft in connection with the performance of his duty as employee is free of charge to us, and we have agreed to assume the cost of maintenance, crew and operations of the aircraft relating to the use of the aircraft. Such maintenance and incidental costs were insignificant for all periods presented.

Employment Agreements and Indemnification Agreements

See “Item 6.B. Directors, Senior Management and Employees—Compensation.”

Share Incentives

See “Item 6.B. Directors, Senior Management and Employees—Compensation.”

C. Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

A. Consolidated Statements and Other Financial Information

We have appended consolidated financial statements filed as part of this annual report.

Legal Proceedings

From time to time, we may be subject to legal, regulatory and/or administrative proceedings relating to third-party and principal intellectual property infringement claims, contract disputes involving suppliers and third-party merchants, consumer protection claims, claims relating to data and privacy protection, employment related disputes, unfair competition and other matters in the ordinary course of our business.

As we routinely enter into business contracts with our suppliers, third-party merchants and consumers on our platform, we have been and may continue to be involved in legal proceedings arising from contract or other disputes, including being named as a co-defendant in lawsuits filed against our suppliers by third parties. For example, in July and August 2019, Shanghai Gopher Asset Management Co., Ltd., or Gopher, and Noah (Shanghai) Financial Leasing Co., Ltd., or Noah, filed two separate lawsuits in Shanghai, requesting the court to enforce the fulfillment of payment obligations by Jingdong Century, one of our subsidiaries, to Gopher and Noah, respectively, under certain accounts receivable assignment confirmation letters allegedly signed by Jingdong Century. These two lawsuits relate to similar subject matters, and the plaintiffs allege that (i) Jingdong Century was a party to certain purchase agreements with its two suppliers, Guangdong Chengxing Holding Group Co., Ltd., or Guangdong Chengxing, and Guangdong Zhongcheng Industry Holding Co., Ltd., or Guangdong Zhongcheng, and has payment obligations to these two suppliers under these agreements; and (ii) Jingdong Century confirmed and agreed to certain accounts receivable assignment confirmation letters (by affixing its seal to the letter) delivered by the plaintiffs and the two suppliers when the two suppliers assigned their rights under the purchase agreements to the plaintiffs. Jingdong Century did not confirm the accounts receivable assignment confirmation letters as alleged by the plaintiffs. In addition, Jingdong Century's corporate seal that was allegedly affixed to the purchase agreements and accounts receivable assignment confirmation letters as claimed in these two cases is inconsistent with the corporate seal of Jingdong Century filed with the competent PRC government authority. Recently, the two plaintiffs have amended their claims seeking an aggregate of RMB3.5 billion damages on the basis of tort liability. We believe these lawsuits are without merit and we will continue to defend ourselves vigorously. There is uncertainty, however, regarding the timing or ultimate resolution of these lawsuits and the other legal proceedings in which we are involved. See "Item 3.D. Key Information—Risk Factors—Risks Related to Our Business—We may be subject to legal, regulatory and/or administrative proceedings."

Dividend Policy

Our board of directors has complete discretion on whether to distribute dividends subject to our current memorandum and articles of association and certain restrictions under Cayman Islands law. In addition, our shareholders may by ordinary resolution declare dividends, but no dividend may exceed the amount recommended by our directors. Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either profit or share premium account, provided that in no circumstances may a dividend be paid if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business. Even if our board of directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the board of directors may deem relevant.

On May 4, 2022, our board of directors approved a special cash dividend of US\$0.63 per ordinary share, or US\$1.26 per ADS, to holders of ordinary shares and holders of ADSs, respectively. The aggregate amount of the special dividend was approximately US\$2.0 billion. In March 2023, our board of directors approved a cash dividend of US\$0.31 per ordinary share, or US\$0.62 per ADS, to holders of ordinary shares and holders of ADSs. The aggregate amount of the cash dividend was approximately US\$1.0 billion. In addition, we plan to adopt an annual dividend policy, under which we may choose to declare and distribute a cash dividend each year, at an amount determined in relation to our financial performance in the previous fiscal year, among other factors. The determination to make dividend distributions in any particular year will be made at the discretion of our board of directors based upon factors such as our results of operations, cash flow, financial condition, capital requirements and other considerations that the board deems relevant.

We are a holding company registered by way of continuation under the laws of the Cayman Islands. We may rely on dividends from our subsidiaries in China for our cash requirements, including any payment of dividends to our shareholders. PRC regulations may restrict the ability of our PRC subsidiaries to pay dividends to us. See "Item 3.D. Key Information—Risk Factors—Risks Related to Our Corporate Structure—We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business."

If we pay any dividends on our ordinary shares, we will pay those dividends which are payable in respect of the ordinary shares underlying our ADSs to the depository, as the registered holder of such ordinary shares, and the depository will then pay such amounts to our ADS holders in proportion to the ordinary shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. Cash dividends on our ordinary shares, if any, will be paid in U.S. dollars.

B. Significant Changes

Except as disclosed elsewhere in this annual report, we have not experienced any significant changes since the date of our audited consolidated financial statements included in this annual report.

Item 9. The Offer and Listing

A. Offering and Listing Details

Our ADSs, each representing two of our Class A ordinary shares, have been listed on Nasdaq since May 22, 2014. Our ADSs trade under the symbol "JD."

Our Class A ordinary shares have been listed on the Hong Kong Stock Exchange since June 18, 2020 under the stock code “9618.”

B. Plan of Distribution

Not applicable.

C. Markets

Our ADSs have been listed on Nasdaq since May 22, 2014 under the symbol “JD.”

Our Class A ordinary shares have been listed on the Hong Kong Stock Exchange since June 18, 2020 under the stock code “9618.”

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

Item 10. Additional Information

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

We are a Cayman Islands exempted company with limited liability and our affairs are governed by our memorandum and articles of association, as amended and restated from time to time, and the Companies Act (As Revised) of the Cayman Islands, which is referred to as the Companies Act below, and the common law of the Cayman Islands.

The following are summaries of material provisions of our current memorandum and articles of association, which were adopted by a special resolution passed at the annual general meeting of our company held on June 23, 2021, insofar as they relate to the material terms of our ordinary shares.

Registered Office and Objects

Our registered office in the Cayman Islands is located at the offices of Maples Corporate Services Limited at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or at such other location within the Cayman Islands as our board of directors may from time to time decide. The objects for which our company is established are unrestricted and we have full power and authority to carry out any object not prohibited by the Companies Act, as amended from time to time, or any other law of the Cayman Islands.

Board of Directors

See “Item 6.C. Directors, Senior Management and Employees—Board Practices.”

Ordinary Shares

General. All of our issued and outstanding ordinary shares are fully paid and non-assessable.

Our ordinary shares are issued in registered form, and are issued when registered in our register of members. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their ordinary shares. Our company will issue only non-negotiable shares, and will not issue bearer or negotiable shares.

Ordinary Shares. Our ordinary shares are divided into Class A ordinary shares and Class B ordinary shares. Holders of our Class A ordinary shares and Class B ordinary shares will have the same rights except for voting and conversion rights. Our ordinary shares are issued in registered form. Our shareholders who are non-residents of the Cayman Islands may freely hold and vote their shares.

Conversion. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Class A ordinary shares are not convertible into Class B ordinary shares under any circumstances. Upon (i) any direct or indirect sale, transfer, assignment or disposition of Class B ordinary shares or the voting power attached to Class B ordinary shares by a holder thereof through voting proxy or otherwise to any person or entity that is not an Affiliate (as defined in our current memorandum and articles of association) of such holder, or (ii) the direct or indirect sale, transfer, assignment or disposition of a majority of the issued and outstanding voting securities or the voting power attached to such voting securities or the sale, transfer, assignment or disposition of all or substantially all of the assets of a holder of Class B ordinary shares that is an entity to any person or entity that is not an Affiliate of such holder, such Class B ordinary shares will be automatically and immediately converted into an equal number of Class A ordinary shares. All Class B ordinary shares will be automatically and immediately converted into an equal number of Class A ordinary shares when Mr. Richard Qiangdong Liu ceases to be a director and the chief executive officer of our company, or in some other specified situations as set out in our memorandum and articles of association.

Dividends. The holders of our ordinary shares are entitled to such dividends as may be declared by our board of directors. In addition, our shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by our directors. Under Cayman Islands law, dividends may be declared and paid only out of funds legally available therefor, namely out of either profit or our share premium account, and provided further that a dividend may not be paid if this would result in our company being unable to pay its debts as they fall due in the ordinary course of business. Dividends received by each Class B ordinary share and Class A ordinary share in any dividend distribution shall be the same.

Voting Rights. Our Class A ordinary shares and Class B ordinary shares vote together as a single class on all matters submitted to a vote of our shareholders, except as may otherwise be required by law or provided for in our current memorandum and articles of association. In respect of matters requiring shareholders' vote, on a poll, each Class A ordinary share is entitled to one vote, and each Class B ordinary share is entitled to twenty votes. Voting at any shareholders' meeting is by show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded. A poll may be demanded by the chairman of such meeting or any shareholder holding not less than 10% of the votes of the issued and outstanding voting shares in our company present in person or by proxy.

A quorum required for a meeting of shareholders consists of one or more shareholders present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative, and holding shares which represent, in aggregate, (i) not less than 10% of the votes attaching to all issued and outstanding shares of our Company, for as long as the shares remain listed on the Hong Kong Stock Exchange, or (ii) otherwise not less than one-third of the votes attaching to all issued and outstanding shares of our company and entitled to vote, present in person or by proxy or, if a corporation or other non-natural person, by its duly authorized representative, shall be quorum for all purposes. Shareholders may be present in person or by proxy or, if the shareholder is a legal entity, by its duly authorized representative.

An ordinary resolution to be passed by the shareholders requires the affirmative vote of a simple majority of the votes cast by those shareholders entitled to vote who are present in person or by proxy at a general meeting. Holders of the ordinary shares may, among other things, divide or consolidate their shares by ordinary resolution. A special resolution requires the affirmative vote of no less than two-thirds of the votes cast by those shareholders entitled to vote who are present in person or by proxy at a general meeting. A special resolution will be required for important matters such as a change of name or making changes to our current memorandum and articles of association. Both ordinary resolutions and special resolutions may also be passed by a unanimous written resolution signed by all the shareholders of our company, as permitted by the Companies Act and our current memorandum and articles of association.

Under our current memorandum and articles of association, so long as the total issued and outstanding Class B ordinary shares constitute a majority of our aggregate voting rights of our company and shareholders of our company immediately prior to the completion of our initial public offering (exclusive of Max Smart Limited, Fortune Rising Holdings Limited, Mr. Richard Qiangdong Liu and their Affiliates) hold a majority of our total issued and outstanding Class A ordinary shares, any amendments to our current memorandum and articles of association and certain related party transactions between Mr. Richard Qiangdong Liu or any of his immediate family members or Affiliates, on one hand, and our company or any of our company's subsidiaries or consolidated affiliated entities on the other hand, require approval by both (i) holders of a majority of the total issued and outstanding Class A ordinary shares (exclusive of Max Smart Limited, Fortune Rising Holdings Limited, Mr. Richard Qiangdong Liu and their Affiliates) and (ii) holders of a majority of our aggregate voting rights in addition to a special resolution (in the case of amendments to our memorandum and articles of association) or an ordinary resolution (in any other case).

Liquidation. On a winding up of our company, if the assets available for distribution among our shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus will be distributed among our shareholders in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to our company for unpaid calls or otherwise. If our assets available for distribution are insufficient to repay all of the paid-up capital, the assets will be distributed so that the losses are borne by our shareholders in proportion to the par value of the shares held by them.

Calls on Shares and Forfeiture of Shares. Our board of directors may from time to time make calls upon shareholders for any amounts unpaid on their shares. The shares that have been called upon and remain unpaid are subject to forfeiture.

Redemption, Repurchase and Surrender of Shares. We may issue shares on terms that such shares are subject to redemption, at our option or at the option of the holders thereof, on such terms and in such manner as may be determined, before the issue of such shares, by our board of directors or by a special resolution of our shareholders. Our company may also repurchase any of our shares provided that the manner and terms of such purchase have been approved by our board of directors or by ordinary resolution of our shareholders, or are otherwise authorized by our current memorandum and articles of association. Under the Companies Act, the redemption or repurchase of any share may be paid out of our company's profits or out of the proceeds of a fresh issue of shares made for the purpose of such redemption or repurchase, or out of capital (including share premium account and capital redemption reserve) if our company can, immediately following such payment, pay its debts as they fall due in the ordinary course of business. In addition, under the Companies Act no such share may be redeemed or repurchased (a) unless it is fully paid up, (b) if such redemption or repurchase would result in there being no shares issued and outstanding, or (c) if the company has commenced liquidation. In addition, our company may accept the surrender of any fully paid share for no consideration.

Variations of Rights of Shares. The rights attached to any class of shares (unless otherwise provided by the terms of issue of the shares of that class or series), may only be materially adversely varied with the consent in writing of the holders of a majority of the issued shares of that class or series or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

Anti-Takeover Provisions. Some provisions of our current memorandum and articles of association may discourage, delay or prevent a change of control of our company or management that shareholders may consider favorable, including provisions that:

- authorize our board of directors to issue preference shares in one or more series and to designate the price, rights, preferences, privileges and restrictions of such preference shares without any further vote or action by our shareholders; and
- limit the ability of shareholders to requisition and convene general meetings of shareholders.

However, under Cayman Islands law, our directors may only exercise the rights and powers granted to them under our current memorandum and articles of association for a proper purpose and for what they believe in good faith to be in the best interests of our company.

General Meetings of Shareholders and Shareholder Proposals. Our shareholders' general meetings may be held in such place within or outside the Cayman Islands as our board of directors considers appropriate. Our current memorandum and articles of association provide that we shall in each year hold a general meeting as our annual general meeting, for as long as our Class A ordinary shares remain listed on the Hong Kong Stock Exchange.

Shareholders' annual general meetings and any other general meetings of our shareholders may be convened by a majority of our board of directors or our chairman. At least 14 days' notice, for as long as our Class A ordinary shares remain listed on the Hong Kong Stock Exchange, or otherwise at least 7 days' notice, shall be given to those persons whose names appear as members in our register of members on the date the notice is given (or on any other date determined by our directors to be the record date for such meeting) and who are entitled to vote at the meeting.

Cayman Islands law provides shareholders with only limited rights to requisition a general meeting, and does not provide shareholders with any right to put any proposal before a general meeting. However, these rights may be provided in a company's articles of association. Our current memorandum and articles of association allow one or more of our shareholders holding shares representing in aggregate (i) no less than 10%, on a one vote per share basis, for as long as our Class A ordinary shares remain listed on the Hong Kong Stock Exchange or (ii) otherwise not less than one-third, of the votes attaching to all issued and outstanding shares which, as at that date of the deposit, carry the right to vote at general meetings of our company, to requisition an extraordinary general meeting of our shareholders, in which case our directors are obliged to call such meeting and to put the resolutions so requisitioned to a vote at such meeting; however, our current memorandum and articles of association do not provide our shareholders with any right to put any proposals before annual general meetings or extraordinary general meetings not called by such shareholders.

Limitations on the Right to Own Shares. There are no limitations on the right to own our shares.

Transfer of Shares. Any of our shareholders may transfer all or any of his or her ordinary shares by an instrument of transfer in the usual or common form or any other form approved by our board of directors.

However, our board of directors may, in its absolute discretion, decline to register any transfer of any ordinary share which is not fully paid up or on which our company has a lien. Our board of directors may also decline to register any transfer of any ordinary share unless:

- the instrument of transfer is lodged with us, accompanied by the certificate for the ordinary shares to which it relates and such other evidence as our board of directors may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;
- the instrument of transfer is properly stamped, if required;
- the ordinary shares transferred are free of any lien in favor of us;
- any fee related to the transfer has been paid to us; or
- in the case of a transfer to joint holders, the transfer is not to more than four joint holders.

If our directors refuse to register a transfer they are required, within three months after the date on which the instrument of transfer was lodged, to send to each of the transferor and the transferee notice of such refusal.

Directors' Power to Issue Shares. Our current memorandum and articles of association authorize our board of directors to issue additional ordinary shares from time to time as our board of directors shall determine, to the extent of available authorized but unissued shares.

Our current memorandum and articles of association also authorize our board of directors to establish from time to time one or more series of preference shares and to determine, with respect to any series of preference shares, the terms and rights of that series, including:

- the designation of the series;
- the number of shares of the series;
- the dividend rights, dividend rates, conversion rights, voting rights; and
- the rights and terms of redemption and liquidation preferences.

Our board of directors may issue preference shares without action by our shareholders to the extent of available authorized but unissued shares. Issuance of these shares may dilute the voting power of holders of ordinary shares.

Exempted Company. We are an exempted company with limited liability under the Companies Act. The Companies Act in the Cayman Islands distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies;
- an exempted company's register of members is not required to be open to inspection;
- an exempted company does not have to hold an annual general meeting;

- an exempted company may issue no par value shares;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

“Limited liability” means that the liability of each shareholder is limited to the amount unpaid by the shareholder on that shareholder’s shares of the company (except in exceptional circumstances, such as involving fraud, the establishment of an agency relationship or an illegal or improper purpose or other circumstances in which a court may be prepared to pierce or lift the corporate veil). We are subject to reporting and other informational requirements of the Exchange Act, as applicable to foreign private issuers. Except as otherwise disclosed in this annual report, we currently intend to comply with the Nasdaq rules in lieu of following home country practice.

Register of Members. Under the Companies Act, we must keep a register of members and there should be entered therein:

- the names and addresses of our members, together with a statement of the shares held by each member, and such statement shall confirm (i) the amount paid or agreed to be considered as paid, on the shares of each member, (ii) the number and category of shares held by each member, and (iii) whether each relevant category of shares held by a member carries voting rights under the articles of association of the company, and if so, whether such voting rights are conditional;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, the register of members of our company is prima facie evidence of the matters set out therein (i.e. the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members is deemed as a matter of Cayman Islands law to have legal title to the shares as set against its name in the register of members.

If the name of any person is incorrectly entered in or omitted from our register of members, or if there is any default or unnecessary delay in entering on the register the fact of any person having ceased to be a member of our company, the person or member aggrieved (or any member of our company or our company itself) may apply to the Grand Court of the Cayman Islands for an order that the register be rectified, and the Court may either refuse such application or it may, if satisfied of the justice of the case, make an order for the rectification of the register.

C. Material Contracts

Other than in the ordinary course of business and other than those described under this item, “Item 4. Information on the Company” or “Item 7.B. Major Shareholders and Related Party Transactions—Related Party Transactions” or elsewhere in this annual report, we have not entered into any material contract during the two years immediately preceding the date of this annual report.

Investor Rights Agreement with Walmart

In connection with our issuance of 144,952,250 Class A ordinary shares to Newheight, a wholly-owned subsidiary of Walmart, in return for Walmart’s transferring to us Yihaodian marketplace platform assets, including the Yihaodian brand, mobile apps and websites, and entering into business cooperation arrangements with us in June 2016.

We entered into an investor rights agreement with Newheight dated June 20, 2016. Pursuant to the investor rights agreement:

- *Observer right.* So long as Newheight and certain other wholly-owned subsidiaries of Walmart hold no less than 289,053,746 shares of our Class A ordinary shares (including ADSs representing Class A ordinary shares), Newheight has the right to designate one of its senior executives to attend all meetings of our board of directors in a non-voting observer capacity;

- *Registration rights.* After the expiration of a period of 60 months following June 20, 2016, Walmart has certain demand registration rights, piggyback registration rights and F-3 registration rights under the investor rights agreement with respect to their registrable securities, including ordinary shares issued under the share subscription agreement;
- *Preemptive rights with respect to share issuance.* Within the first 24 months after June 20, 2016 (and regardless of Newheight’s percentage of ownership of our share capital) and, after such period, for so long as Newheight holds at least 10% of our then outstanding share capital on a fully diluted basis, if we propose to issue certain new securities, Newheight or a wholly-owned subsidiary of Walmart designated by Newheight has the right to purchase such number of new securities under the same terms and conditions at its election so as to enable Newheight to hold a pro rata portion of the new securities equal to the percentage of our share capital on a fully diluted basis then held by Newheight.
- *Transfer restrictions.* Walmart agreed to certain lock-up, standstill, rights of first refusal and other transfer restrictions provided in the investor rights agreement.

D. Exchange Controls

See “Item 4.B. Information on the Company—Business Overview—Regulation—Regulations Relating to Foreign Exchange.”

E. Taxation

The following is a general summary of certain Cayman Islands, PRC, Hong Kong S.A.R. and United States federal income tax consequences relevant to an investment in our ADSs and Class A ordinary shares. The discussion is not intended to be, nor should it be construed as, legal or tax advice to any particular prospective purchaser. The discussion is based on laws and relevant interpretations thereof in effect as of the date of this annual report, all of which are subject to change or different interpretations, possibly with retroactive effect. The discussion does not address U.S. state or local tax laws, or tax laws of jurisdictions other than the Cayman Islands, the People’s Republic of China, Hong Kong S.A.R. and the United States. You should consult your own tax advisors with respect to the consequences of acquisition, ownership and disposition of our ADSs and Class A ordinary shares.

Cayman Islands Taxation

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or after execution brought within the jurisdiction of, the Cayman Islands. The Cayman Islands is not party to any double tax treaties which are applicable to any payments made by or to our company. There are no exchange control regulations or currency restrictions in the Cayman Islands.

Payments of dividends and capital in respect of the shares will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the Shares, nor will gains derived from the disposal of the shares be subject to Cayman Islands income or corporation tax.

People’s Republic of China Taxation

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of the PRC with “de facto management body” within the PRC is considered a resident enterprise and will be subject to the enterprise income tax on its global income at the rate of 25%. The implementation rules define the term “de facto management body” as the body that exercises full and substantial control and overall management over the business, productions, personnel, accounts and properties of an enterprise. In 2009, the STA issued a circular, known as Circular 82, which provides certain specific criteria for determining whether the “de facto management body” of a PRC-controlled enterprise that is incorporated offshore is located in China. Although this circular only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners, the criteria set forth in the circular may reflect the STA’s general position on how the “de facto management body” text should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its “de facto management body” in China only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in the PRC; (ii) decisions relating to the enterprise’s financial and human resource matters are made or are subject to approval by organizations or personnel in the PRC; (iii) the enterprise’s primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in the PRC; and (iv) at least 50% of voting board members or senior executives habitually reside in the PRC.

We believe that none of JD.com, Inc. and its subsidiaries outside of China is a PRC resident enterprise for PRC tax purposes. JD.com, Inc. is not controlled by a PRC enterprise or PRC enterprise group and we do not believe that JD.com, Inc. meets all of the conditions above. JD.com, Inc. is a company incorporated outside the PRC. As a holding company, its key assets are its ownership interests in its subsidiaries, and its key assets are located, and its records (including the resolutions of its board of directors and the resolutions of its shareholders) are maintained, outside the PRC. For the same reasons, we believe our other subsidiaries outside of China are not PRC resident enterprises either. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term “de facto management body.”

If the PRC tax authorities determine that JD.com, Inc. is a PRC resident enterprise for enterprise income tax purposes, we may be required to withhold a 10% withholding tax from dividends we pay to our shareholders that are non-resident enterprises, including the holders of our ADSs. In addition, non-resident enterprise shareholders (including our ADS holders) may be subject to a 10% PRC withholding tax on gains realized on the sale or other disposition of ADSs or ordinary shares, if such income is treated as sourced from within the PRC. In addition, gains derived by our non-PRC individual shareholders from the sale of our shares and ADSs may be subject to a 20% PRC withholding tax. It is unclear whether our non-PRC individual shareholders (including our ADS holders) would be subject to any PRC tax on dividends obtained by such non-PRC individual shareholders in the event we are determined to be a PRC resident enterprise. If any PRC tax were to apply to dividends realized by non-PRC individuals, it would generally apply at a rate of 20% unless a reduced rate is available under an applicable tax treaty. However, it is also unclear whether non-PRC shareholders of JD.com, Inc. would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that JD.com, Inc. is treated as a PRC resident enterprise.

Provided that our Cayman Islands holding company, JD.com, Inc., is not deemed to be a PRC resident enterprise, holders of our ADSs and ordinary shares who are not PRC residents will not be subject to PRC income tax on dividends distributed by us or gains realized from the sale or other disposition of our shares or ADSs. STA Circular 7 further clarifies that, if a non-resident enterprise derives income by acquiring and selling shares in an offshore listed enterprise in the public market, such income will not be subject to PRC tax. In addition, STA Public Notice 37 provided certain key changes to the previous withholding regime, such as (i) the withholding obligation for a non-resident enterprise deriving dividend arises on the date on which the payment is actually made rather than on the date of the resolution that declared the dividends, (ii) non-resident enterprises are not obligated to report tax to relevant authorities if their withholding agents fail to perform the withholding obligation is removed. However, there is uncertainty as to the application of STA Public Notice 37 and STA Circular 7, we and our non-PRC resident investors may be at risk of being required to file a return and being taxed under STA Public Notice 37 and STA Circular 7 and we may be required to expend valuable resources to comply with STA Public Notice 37 and STA Circular 7 or to establish that we should not be taxed under STA Public Notice 37 and STA Circular 7. See “Item 3.D. Key Information—Risk Factors—Risks Related to Doing Business in China—We face uncertainties with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies, and heightened scrutiny over acquisition transactions by the PRC tax authorities may have a negative impact on potential acquisitions we may pursue in the future.”

Hong Kong Taxation

Our subsidiaries incorporated in Hong Kong are subject to a two-tiered income tax rate for taxable income generated from operations in Hong Kong, effective on April 1, 2018. The first HK\$2 million of profits earned by our subsidiaries incorporated in Hong Kong will be taxed at half the current tax rate (i.e., 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate.

Our principal register of members is maintained by our principal share registrar in the Cayman Islands, and our Hong Kong register of members is maintained by the Hong Kong Share Registrar in Hong Kong.

Dealings in our Class A ordinary shares registered on our Hong Kong Share Register are subject to Hong Kong stamp duty. The stamp duty is charged to each of the seller and purchaser at the rate of 0.13% of the consideration for, or (if greater) the value of, our Class A ordinary shares transferred. In other words, a total of 0.26% is currently payable on a typical sale and purchase transaction of our Class A ordinary shares. In addition, a fixed duty of HK\$5.00 is charged on each instrument of transfer (if required).

To facilitate ADS-ordinary share conversion and trading between Nasdaq and the Hong Kong Stock Exchange, we have moved a portion of our issued Class A ordinary shares from our Cayman share register to our Hong Kong share register. It is unclear whether, as a matter of Hong Kong law, the trading or conversion of ADSs constitutes a sale or purchase of the underlying Hong Kong registered ordinary shares that is subject to Hong Kong stamp duty. We advise investors to consult their own tax advisors on this matter. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our ADSs and Class A Ordinary Shares—There is uncertainty as to whether Hong Kong stamp duty will apply to the trading or conversion of our ADSs.”

United States Federal Income Tax Considerations

The following discussion is a summary of United States federal income tax considerations relating to the ownership and disposition of our ADSs or ordinary shares by a U.S. Holder (as defined below) that holds our ADSs or ordinary shares as “capital assets” (generally, property held for investment) under the United States Internal Revenue Code of 1986, as amended (the “Code”). This discussion is based on the tax laws of the United States as in effect on the date of this annual report on Form 20-F and on U.S. Treasury regulations in effect as of the date of this annual report, as well as judicial and administrative interpretations thereof available on or before such date. All of the foregoing authorities are subject to change, which change could apply retroactively and could affect the tax considerations described below. There can be no assurance that the IRS or a court will not take a contrary position with respect to any United States federal income tax consequences described below. This discussion does not address all aspects of United States federal income taxation that may be important to particular investors in light of their individual investment circumstances, including investors subject to special tax rules (for example, banks, certain financial institutions, insurance companies, broker-dealers, traders in securities that elect mark-to-market treatment, partnerships and their partners, tax-exempt entities (including private foundations), investors who are not U.S. Holders, U.S. expatriates, investors liable for the alternative minimum tax, investors who acquired their ADSs or ordinary shares pursuant to the exercise of any employee share option or otherwise as compensation, investors who own (directly, indirectly, or constructively) 10% or more of our stock (by vote or value), investors that will hold their ADSs or ordinary shares as part of a straddle, hedge, conversion, constructive sale, or other integrated transaction for United States federal income tax purposes, investors subject to the Medicare tax on their net investment income or investors that have a functional currency other than the United States dollar), all of whom may be subject to tax rules that differ significantly from those summarized below.

In addition, this discussion does not address any state, local or non-United States tax considerations. Each U.S. Holder is urged to consult its tax advisor regarding the United States federal, state, local, and non-United States income and other tax considerations of an investment in our ADSs or ordinary shares.

General

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of our ADSs or ordinary shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for United States federal income tax purposes) created in, or organized under the law of, the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (iv) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise elected to be treated as a United States person under the Code.

If a partnership (or other entity treated as a partnership for United States federal income tax purposes) owns our ADSs or ordinary shares, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships holding our ADSs or ordinary shares and their partners are urged to consult their tax advisors regarding an investment in our ADSs or ordinary shares.

For U.S. federal income tax purposes, U.S. Holders who hold ADSs will generally be treated as the holder of the underlying ordinary shares represented by those ADSs. The remainder of this discussion assumes that a U.S. Holder of our ADSs will be treated in this manner. Accordingly, deposits or withdrawals of Class A ordinary shares for ADSs will generally not be subject to U.S. federal income tax.

The discussion below under “—Dividends” and “—Sale or Other Disposition of ADSs or Ordinary Shares” is written on the basis that we will not be or become classified as a PFIC for U.S. federal income tax purposes. The U.S. federal income tax rules that apply generally if we are treated as a PFIC for any taxable year are discussed below under “—Passive Foreign Investment Company Considerations.”

Dividends

Any cash distributions (including any amount of any PRC tax withheld) paid on our ADSs or ordinary shares out of our current or accumulated earnings and profits, as determined under United States federal income tax principles, will generally be includible in the gross income of a U.S. Holder as dividend income on the day actually or constructively received by the U.S. Holder, in the case of ordinary shares, or by the depository, in the case of ADSs. Because we do not intend to determine our earnings and profits on the basis of United States federal income tax principles, any distribution we pay will generally be reported as a “dividend” for United States federal income tax purposes. Dividends received on our ADSs or ordinary shares will not be eligible for the dividends received deduction allowed to corporations under the Code.

Individuals and other non-corporate recipients will be subject to tax at the lower capital gain tax rate applicable to “qualified dividend income” on dividends paid on our ADSs, provided that certain conditions are satisfied, including that (i) our ADSs are readily tradable on an established securities market in the United States, or, in the event that we are deemed to be a PRC resident enterprise under the PRC tax law, we are eligible for the benefit of the United States-PRC income tax treaty (the “Treaty”), (ii) we are neither a PFIC nor treated as such with respect to a U.S. Holder (as discussed above) for the taxable year in which the dividend was paid and the preceding taxable year, and (iii) certain holding period requirements are met. Because (i) U.S. Treasury guidance indicates that ADSs representing ordinary shares, such as ours, listed on the Nasdaq Global Select Market are considered to be readily tradable on an established securities market in the United States, and (ii) we believe that we were not a PFIC for United States federal income tax purposes for our taxable year ended December 31, 2022 and we do not expect to be a PFIC in subsequent years, we believe that we are a qualified foreign corporation with respect to dividends paid on the ADSs, but not with respect to dividends paid on our ordinary shares. In the event that we are deemed to be a PRC resident enterprise under PRC tax law, we believe that we would be eligible for the benefits under the Treaty and that we should be treated as a qualified foreign corporation with respect to dividends paid on our ordinary shares or ADSs. U.S. Holders should consult their tax advisors regarding the availability of the reduced tax rate on dividends in their particular circumstances.

For United States foreign tax credit purposes, dividends will generally be treated as income from foreign sources and will generally constitute passive category income. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit not in excess of any applicable treaty rate in respect of any nonrefundable foreign withholding taxes imposed on dividends received on our ADSs or ordinary shares. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction, for United States federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes. The rules governing the foreign tax credit are complex. U.S. Holders are urged to consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Sale or Other Disposition of ADSs or Ordinary Shares

A U.S. Holder will generally recognize capital gain or loss upon the sale or other disposition of ADSs or ordinary shares in an amount equal to the difference between the amount realized upon the sale or other disposition and the holder’s adjusted tax basis in such ADSs or ordinary shares. The gain or loss will generally be capital gain or loss. Any capital gain or loss will be long-term if the ADSs or ordinary shares have been held for more than one year. An individual U.S. Holder or other non-corporate U.S. Holder who has held the ADSs or ordinary shares for more than one year will generally be eligible for reduced tax rates. The deductibility of capital losses is subject to limitations. Any such gain or loss recognized by a U.S. Holder will generally be treated as U.S. source income or loss for foreign tax credit purposes, which will generally limit the availability to claim foreign tax credits. However, in the event we are deemed to be a PRC “resident enterprise” under PRC tax law, we may be eligible for the benefits of the Treaty. In such event, if PRC tax were to be imposed on any gain from the disposition of the ADSs or ordinary shares, a U.S. Holder that is eligible for the benefits of the Treaty may elect to treat such gain as PRC source income. Pursuant to recently issued Treasury Regulations, however, if a U.S. Holder is not eligible for the benefits of the Treaty or does not elect to apply the Treaty, then such holder may not be able to claim a foreign tax credit arising from any PRC tax imposed on the disposition of the ADSs or ordinary shares. U.S. Holders are urged to consult their tax advisors regarding the tax consequences if a foreign tax is imposed on a disposition of our ADSs or ordinary shares, including the availability of the foreign tax credit or deduction under their particular circumstances, their eligibility for benefits under the Treaty and the potential impact of the recently issued Treasury Regulations.

Passive Foreign Investment Company Considerations

A non-United States corporation, such as our company, will be classified as a “passive foreign investment company,” or PFIC, for United States federal income tax purposes for any taxable year, if either (i) 75% or more of its gross income for such year consists of certain types of “passive” income or (ii) 50% or more of the value of its assets (generally determined on the basis of a quarterly average) during such year produce or are held for the production of passive income. For this purpose, cash is categorized as a passive asset and the company’s unbooked intangibles associated with active business activity are taken into account as a non-passive asset.

In addition, we will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the stock. Although the law in this regard is unclear, we treat the consolidated variable interest entities as being owned by us for United States federal income tax purposes because we control their management decisions and we are entitled to substantially all of the economic benefits associated with these entities, and, as a result, we consolidate their results of operations in our U.S. GAAP financial statements and treat them as being owned by us for United States federal income tax purposes. If it were determined, however, that we are not the owner of the consolidated variable interest entities for United States federal income tax purposes, we may be treated as a PFIC for our taxable year ended December 31, 2022 and in future taxable years.

Based on our current income and assets and the value of our ADSs and outstanding ordinary shares, we do not believe that we were a PFIC for our taxable year ended December 31, 2022, and we do not expect to be classified as a PFIC in the current taxable year or the foreseeable future. Because PFIC status is a fact-intensive determination, no assurance can be given that we will not be classified as a PFIC for that year. While we do not anticipate becoming a PFIC, changes in the composition of our income or assets, or fluctuations in the market price of our Class A ordinary shares and/or ADSs, may cause us to become a PFIC for future taxable years. In estimating the value of our goodwill and other unbooked intangibles, we have taken into account our market capitalization, which may fluctuate over time. Among other factors, if our market capitalization subsequently declines, we may be or become classified as a PFIC for the current or future taxable years. Under circumstances where revenues from activities that produce passive income significantly increase relative to our revenues from activities that produce non-passive income or where we determine not to deploy significant amounts of cash for working capital or other purposes, our risk of becoming classified as a PFIC may substantially increase.

If we are classified as a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares, and unless the U.S. Holder makes a “mark-to-market” election (as described below), the U.S. Holder will generally be subject to special tax rules that have a penalizing effect, regardless of whether we remain a PFIC, on (i) any excess distribution that we make to the U.S. Holder (which generally means any distribution paid during a taxable year to a U.S. Holder that is greater than 125% of the average annual distributions paid in the three preceding taxable years or, if shorter, the U.S. Holder’s holding period for the ADSs or ordinary shares), and (ii) any gain realized on the sale or other disposition, including a pledge, of ADSs or ordinary shares. Under the PFIC rules:

- the excess distribution or gain will be allocated ratably over the U.S. Holder’s holding period for the ADSs or ordinary shares;
- amounts allocated to the current taxable year and any taxable years in a U.S. Holder’s holding period prior to the first taxable year in which we are classified as a PFIC (a “pre-PFIC year”) will be taxable as ordinary income; and
- amounts allocated to each prior taxable year, other than the current taxable year or a pre-PFIC year, will be subject to tax at the highest tax rate in effect applicable to such U.S. Holder for that year, and such amounts will be increased by an additional tax equal to interest on the resulting tax deemed deferred with respect to such years.

The tax liability for amounts allocated to years prior to the year of disposition or “excess distribution” cannot be offset by any net operating losses for such years, and gains (but not losses) realized on the sale of the ADSs or ordinary shares cannot be treated as capital, even if such ADSs or ordinary shares are held as capital assets.

If we are a PFIC for any taxable year during which a U.S. Holder holds our ADSs or ordinary shares and any of our subsidiaries is also a PFIC, such U.S. Holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC and would be subject to the rules described above on certain distributions by a lower-tier PFIC and a disposition of shares of a lower-tier PFIC even though such U.S. Holders would not receive the proceeds of those distributions or dispositions. U.S. Holders should consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

As an alternative to the foregoing rules, a U.S. Holder of “marketable stock” (as defined below) in a PFIC may make a mark-to-market election with respect to such stock. The mark-to-market election is available only for “marketable stock,” which is stock that is traded in other than *de minimis* quantities on at least 15 days during each calendar quarter, or “regularly traded” on a qualified exchange or other market, as defined in applicable Treasury regulations. For these purposes, our ADSs are listed on the Nasdaq Global Select Market, which is a qualified exchange for these purposes, and our ordinary shares are listed on the Hong Kong Stock Exchange, which should constitute a qualified exchange or other market. We anticipate that our ADSs and ordinary shares should qualify as being regularly traded, but no assurances may be given in this regard. If a U.S. Holder makes this election, the holder will generally (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs or ordinary shares held at the end of the taxable year over the adjusted tax basis of such ADSs or ordinary shares and (ii) deduct as an ordinary loss the excess, if any, of the adjusted tax basis of the ADSs or ordinary shares over the fair market value of such ADSs or ordinary shares held at the end of the taxable year, but such deduction will only be allowed to the extent of the amount previously included in income as a result of the mark-to-market election. The U.S. Holder’s adjusted tax basis in the ADSs or ordinary shares would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. Holder makes a mark-to-market election in respect of our ADSs or ordinary shares and we cease to be a PFIC, the holder will not be required to take into account the gain or loss described above during any period that we are not classified as a PFIC. If a U.S. Holder makes a mark-to-market election, any gain such U.S. Holder recognizes upon the sale or other disposition of our ADSs or ordinary shares in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election.

Because, as a technical matter, a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. Holder may continue to be subject to the general PFIC rules described above with respect to such U.S. Holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for United States federal income tax purposes.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections which, if available, would result in tax treatment different from the tax treatment for PFICs described above.

If a U.S. Holder owns our ADSs or ordinary shares during any taxable year that we are a PFIC, the holder must file an annual Internal Revenue Service Form 8621.

Each U.S. Holder is urged to consult its tax advisor concerning the United States federal income tax consequences of purchasing, holding, and disposing of ADSs or ordinary shares if we are or become classified as a PFIC, including the possibility of making a mark-to-market election and the unavailability of the qualified electing fund election.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

We are subject to periodic reporting and other informational requirements of the Exchange Act as applicable to foreign private issuers, and are required to file reports and other information with the SEC. Specifically, we are required to file annually an annual report on Form 20-F within four months after the end of each fiscal year, which is December 31. All information filed with the SEC can be obtained over the internet at the SEC's website at www.sec.gov. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the furnishing and content of quarterly reports and proxy statements, and officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

We will furnish Deutsche Bank Trust Company Americas, the depository of our ADSs, with our annual reports, which will include a review of operations and annual audited consolidated financial statements prepared in conformity with U.S. GAAP, and all notices of shareholders' meetings and other reports and communications that are made generally available to our shareholders. The depository will make such notices, reports and communications available to holders of ADSs and, upon our request, will mail to all record holders of ADSs the information contained in any notice of a shareholders' meeting received by the depository from us.

In accordance with Nasdaq Stock Market Rule 5250(d), we will post this annual report on Form 20-F on our website at <http://ir.jd.com>. In addition, we will provide hardcopies of our annual report free of charge to shareholders and ADS holders upon request.

I. Subsidiary Information

Not applicable.

Item 11. Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits. We have not used derivative financial instruments in our investment portfolio. Interest earning instruments carry a degree of interest rate risk. We have not been exposed to, nor do we anticipate being exposed to, material risks due to changes in market interest rates. However, our future interest income may fall short of expectations due to changes in market interest rates.

Foreign Exchange Risk

Substantially all of our revenues and expenses are denominated in RMB.

We do not believe that we currently have any significant direct foreign exchange risk and have not used any derivative financial instruments to hedge exposure to such risk. Although our exposure to foreign exchange risks should be limited in general, the value of your investment in our ADSs will be affected by the exchange rate between U.S. dollar and RMB because the value of our business is effectively denominated in RMB, while our ADSs will be traded in U.S. dollars.

The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the PBOC. The RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our ordinary shares or ADSs or for other business purposes, appreciation of the U.S. dollar against the RMB would have a negative effect on the U.S. dollar amounts available to us.

As of December 31, 2022, we had RMB-denominated cash and cash equivalents, restricted cash, short-term investments and time deposits or wealth management products with maturities more than one year in other non-current assets of RMB149.9 billion, and U.S. dollar-denominated cash, cash equivalents and short-term investments and time deposits or wealth management products with maturities more than one year in other non-current assets of US\$10.7 billion. Assuming we had converted RMB149.9 billion into U.S. dollars at the exchange rate of RMB6.8972 for US\$1.00 as of December 30, 2022, our U.S. dollar cash balance would have been US\$32.4 billion. If the RMB had depreciated by 10% against the U.S. dollar, our U.S. dollar cash balance would have been US\$30.3 billion instead. Assuming we had converted US\$10.7 billion into RMB at the exchange rate of RMB6.8972 for US\$1.00 as of December 30, 2022, our RMB cash balance would have been RMB223.7 billion. If the RMB had depreciated by 10% against the U.S. dollar, our RMB cash balance would have been RMB232.0 billion instead.

Inflation

To date, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for December 2020, 2021 and 2022 were increases of 0.2% and 1.5% and 1.8%, respectively. Although we have not been materially affected by inflation in the past, we may be affected if China experiences higher rates of inflation in the future.

Item 12. Description of Securities Other than Equity Securities

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Our ADSs are traded on Nasdaq. Dealings in our ADSs on Nasdaq are conducted in U.S. Dollars.

ADSs may be held either:

- directly, by having a certificated ADS, or an ADR, registered in the holder's name, or by holding in the direct registration system, pursuant to which the depository may register the ownership of uncertificated ADSs, which ownership shall be evidenced by periodic statements issued by the depository to the ADS holders entitled thereto; or
- indirectly, through the holder's broker or other financial institution.

The depository for our ADSs is Deutsche Bank Trust Company Americas, whose office is located at 60 Wall Street, New York, New York 10005, United States of America.

Fees and Charges Our ADS holders May Have to Pay

An ADS holder will be required to pay the following service fees to the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of the ADSs):

<u>Service</u>	<u>Fees</u>
• to any person to whom ADSs are issued or to any person to whom a distribution is made in respect of ADS distributions pursuant to stock dividends or other free distributions of stock, bonus distributions, stock splits or other distributions (except where converted to cash)	Up to US\$0.05 per ADS issued
• Surrendering ADSs for cancellation and withdrawal of deposited securities	Up to US\$0.05 per ADS surrendered
• Distribution of cash dividends	Up to US\$0.05 per ADS held
• Distribution of cash entitlements (other than cash dividends) and/or cash proceeds, including proceeds from the sale of rights, securities and other entitlements	Up to US\$0.05 per ADS held
• Distribution of ADSs pursuant to exercise of rights	Up to US\$0.05 per ADS held
• Operation and maintenance costs	Up to US\$0.05 per ADS held on the applicable record date(s) established by the depositary bank

An ADS holder will also be responsible to pay certain fees and expenses incurred by the depositary bank and certain taxes and governmental charges (in addition to any applicable fees, expenses, taxes and other governmental charges payable on the deposited securities represented by any of the ADSs) such as:

- Fees for the transfer and registration of ordinary shares charged by the registrar and transfer agent for the ordinary shares in the Cayman Islands (i.e., upon deposit and withdrawal of ordinary shares).
- Expenses incurred for converting foreign currency into U.S. dollars.
- Expenses for cable, telex, fax and electronic transmissions and for delivery of securities.
- Taxes and duties upon the transfer of securities, including any applicable stamp duties, any stock transfer charges or withholding taxes (i.e., when ordinary shares are deposited or withdrawn from deposit).
- Fees and expenses incurred in connection with the delivery of ordinary shares on deposit or the servicing of ordinary shares, deposited securities and/or ADSs.
- Fees and expenses incurred in connection with complying with exchange control regulations and other regulatory requirements applicable to ordinary shares, deposited securities, ADSs and ADRs.

The depositary fees payable upon the issuance and cancellation of ADSs are typically paid to the depositary bank by the brokers (on behalf of their clients) receiving the newly issued ADSs from the depositary bank and by the brokers (on behalf of their clients) delivering the ADSs to the depositary bank for cancellation. The brokers in turn charge these fees to their clients. Depositary fees payable in connection with distributions of cash or securities to ADS holders and the depositary services fee are charged by the depositary bank to the holders of record of ADSs as of the applicable ADS record date.

The depositary fees payable for cash distributions are generally deducted from the cash being distributed or by selling a portion of distributable property to pay the fees. In the case of distributions other than cash (i.e., share dividends, rights), the depositary bank charges the applicable fee to the ADS record date holders concurrent with the distribution. In the case of ADSs registered in the name of the investor (whether certificated or uncertificated in direct registration), the depositary bank sends invoices to the applicable record date ADS holders. In the case of ADSs held in brokerage and custodian accounts (via DTC), the depositary bank generally collects its fees through the systems provided by DTC (whose nominee is the registered holder of the ADSs held in DTC) from the brokers and custodians holding ADSs in their DTC accounts. The brokers and custodians who hold their clients' ADSs in DTC accounts in turn charge their clients' accounts the amount of the fees paid to the depositary banks.

In the event of refusal to pay the depositary fees, the depositary bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depositary fees from any distribution to be made to the ADS holder.

Fees and Other Payments Made by the Depositary to Us

Deutsche Bank Trust Company Americas, as depositary, has agreed to reimburse us for a portion of certain expenses we incur that are related to establishment and maintenance of the ADR program, including investor relations expenses. There are limits on the amount of expenses for which the depositary will reimburse us, but the amount of reimbursement available to us is not related to the amounts of fees the depositary collects from investors. Further, the depositary has agreed to reimburse us certain fees payable to the depositary by holders of ADSs. Neither the depositary nor we can determine the exact amount to be made available to us because (i) the number of ADSs that will be issued and outstanding, (ii) the level of service fees to be charged to holders of ADSs and (iii) our reimbursable expenses related to the program are not known at this time. In 2022, we did not receive any reimbursement from the depositary.

Conversion between Class A Ordinary Shares and ADSs

Dealings and Settlement of Class A Ordinary Shares in Hong Kong

Our Class A ordinary shares trade on the Hong Kong Stock Exchange in board lots of 50 Class A ordinary shares. Dealings in our Class A ordinary shares on the Hong Kong Stock Exchange will be conducted in Hong Kong dollars.

The transaction costs of dealings in our Class A ordinary shares on the Hong Kong Stock Exchange include:

- Hong Kong Stock Exchange trading fee of 0.005% of the consideration of the transaction, charged to each of the buyer and seller;
- Securities and Futures Commission of Hong Kong, or SFC, transaction levy of 0.0027% of the consideration of the transaction, charged to each of the buyer and seller;
- trading tariff of HK\$0.50 on each and every purchase or sale transaction. The decision on whether or not to pass the trading tariff onto investors is at the discretion of brokers;
- transfer deed stamp duty of HK\$5.00 per transfer deed (if applicable), payable by the seller;
- ad valorem stamp duty at a total rate of 0.2% of the value of the transaction, with 0.1% payable by each of the buyer and the seller;
- stock settlement fee, which is currently 0.002% of the gross transaction value, subject to a minimum fee of HK\$2.00 and a maximum fee of HK\$100.00 per side per trade;
- brokerage commission, which is freely negotiable with the broker (other than brokerage commissions for IPO transactions which are currently set at 1% of the subscription or purchase price and will be payable by the person subscribing for or purchasing the securities); and
- the Hong Kong Share Registrar will charge between HK\$2.50 to HK\$20.00, depending on the speed of service (or such higher fee as may from time to time be permitted under the Hong Kong Listing Rules), for each transfer of ordinary shares from one registered owner to another, each share certificate canceled or issued by it and any applicable fee as stated in the share transfer forms used in Hong Kong.

Investors must settle their trades executed on the Hong Kong Stock Exchange through their brokers directly or through custodians. For an investor who has deposited his or her Class A ordinary shares in his or her stock account or in his or her designated Central Clearing and Settlement System participant's stock account maintained with the Central Clearing and Settlement System, or CCASS, settlement will be effected in CCASS in accordance with the General Rules of CCASS and CCASS Operational Procedures in effect from time to time. For an investor who holds the physical certificates, settlement certificates and the duly executed transfer forms must be delivered to his or her broker or custodian before the settlement date.

Conversion between Class A Ordinary Shares Trading in Hong Kong and ADSs

In connection with the listing of our Class A ordinary shares on the Hong Kong Stock Exchange, we have established a branch register of members in Hong Kong, or the Hong Kong share register, which will be maintained by our Hong Kong Share Registrar, Computershare Hong Kong Investor Services Limited. Our principal register of members will continue to be maintained by our principal share registrar, Maples Fund Services (Cayman) Limited, or Maples.

All Class A ordinary shares offered in connection with our listing in Hong Kong are registered on the Hong Kong share register in order to be listed and traded on the Hong Kong Stock Exchange. As described in further detail below, holders of Class A ordinary shares registered on the Hong Kong Share Register will be able to convert these ordinary shares into ADSs, and vice versa.

In connection with our listing in Hong Kong, and to facilitate fungibility and conversion between ADSs and Class A ordinary shares and trading between Nasdaq and the Hong Kong Stock Exchange, we moved a portion of our issued Class A ordinary shares from our register of members maintained in the Cayman Islands to our Hong Kong share register.

Converting Class A Ordinary Shares Trading in Hong Kong into ADSs

An investor who holds Class A ordinary shares registered in Hong Kong and who intends to convert them to ADSs to trade on Nasdaq must deposit or have his or her broker deposit the Class A ordinary shares with the depositary's Hong Kong custodian, Deutsche Bank AG, Hong Kong Branch, Hong Kong, or the custodian, in exchange for ADSs.

A deposit of Class A ordinary shares trading in Hong Kong in exchange for ADSs involves the following procedures:

- If Class A ordinary shares have been deposited with CCASS, the investor must transfer Class A ordinary shares to the depositary's account with the custodian within CCASS by following the CCASS procedures for transfer and submit and deliver a duly completed and signed letter of transmittal to the custodian via his or her broker.
- If Class A ordinary shares are held outside CCASS, the investor must arrange to deposit his or her Class A ordinary shares into CCASS for delivery to the depositary's account with the custodian within CCASS, submit and deliver a duly completed and signed letter of transmittal to the custodian via his or her broker.
- Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, if applicable, and subject in all cases to the terms of the deposit agreement, the depositary will issue the corresponding number of ADSs in the name(s) requested by an investor and will deliver the ADSs to the designated DTC account of the person(s) designated by an investor or his or her broker.

For Class A ordinary shares deposited in CCASS, under normal circumstances, the above steps generally require two business days. For Class A ordinary shares held outside CCASS in physical form, the above steps may take 14 business days, or more, to complete. Temporary delays may arise. For example, the transfer books of the depositary may from time to time be closed to ADS issuances. The investor will be unable to trade the ADSs until the procedures are completed.

Converting ADSs to Class A Ordinary Shares Trading in Hong Kong

An investor who holds ADSs and who intends to convert his/her ADSs into Class A ordinary shares to trade on the Hong Kong Stock Exchange must cancel the ADSs the investor holds and withdraw Class A ordinary shares from our ADS program and cause his or her broker or other financial institution to trade such ordinary shares on the Hong Kong Stock Exchange.

An investor that holds ADSs indirectly through a broker should follow the broker's procedure and instruct the broker to arrange for cancellation of the ADSs, and transfer of the underlying ordinary shares from the depositary's account with the custodian within the CCASS system to the investor's Hong Kong stock account.

For investors holding ADSs directly (not holding through brokers), the following steps must be taken:

- To withdraw Class A ordinary shares from our ADS program, an investor who holds ADSs may turn in such ADSs at the office of the depositary (and the applicable ADR(s) if the ADSs are held in certificated form), and send an instruction to cancel such ADSs to the depositary.
- Upon payment or net of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, if applicable, and subject in all cases to the terms of the deposit agreement, the depositary will instruct the custodian to deliver Class A ordinary shares underlying the canceled ADSs to the CCASS account designated by an investor.
- If an investor prefers to receive Class A ordinary shares outside CCASS, he or she must receive Class A ordinary shares in CCASS first and then arrange for withdrawal from CCASS. Investors can then obtain a transfer form signed by HKSCC Nominees Limited (as the transferor) and register ordinary shares in their own names with the Hong Kong Share Registrar.

For Class A ordinary shares to be received in CCASS, under normal circumstances, the above steps generally require two business days. For ordinary shares to be received outside CCASS in physical form, the above steps may take 14 business days, or more, to complete. The investor will be unable to trade the Class A ordinary shares on the Hong Kong Stock Exchange until the procedures are completed.

Temporary delays may arise. For example, the transfer books of the depositary may from time to time be closed to ADS cancellations. In addition, completion of the above steps and procedures is subject to there being a sufficient number of Class A ordinary shares on the Hong Kong share register to facilitate a withdrawal from the ADS program directly into the CCASS system. We are not under any obligation to maintain or increase the number of Class A ordinary shares on the Hong Kong share register to facilitate such withdrawals.

Depositary Requirements

Before the depositary issues ADSs or permits withdrawal of ordinary shares, the depositary may require:

- production of satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with procedures it may establish, from time to time, consistent with the deposit agreement, including, but not limited to, presentation of transfer documents.

The depositary may refuse to deliver, transfer, or register issuances, transfers and cancellations of ADSs generally when the transfer books of the depositary or our Hong Kong Share Registrar are closed or at any time if the depositary or we determine it advisable to do so.

All costs attributable to the transfer of Class A ordinary shares to effect a withdrawal from or deposit of ordinary shares into our ADS program will be borne by the investor requesting the transfer. In particular, holders of ordinary shares and ADSs should note that the Hong Kong Share Registrar will charge between HK\$2.50 to HK\$20, depending on the speed of service (or such higher fee as may from time to time be permitted under the Hong Kong Listing Rules), for each transfer of ordinary shares from one registered owner to another, each share certificate canceled or issued by it and any applicable fee as stated in the share transfer forms used in Hong Kong. In addition, holders of Class A ordinary shares and ADSs must pay up to US\$5.00 (or less) per 100 ADSs for each issuance of ADSs and each cancellation of ADSs, as the case may be, in connection with the deposit of Class A ordinary shares into, or withdrawal of Class A ordinary shares from, our ADS program.

PART II

Item 13. Defaults, Dividend Arrearages and Delinquencies

None.

Item 14. Modifications to the Rights of Security Holders and Use of Proceeds

None.

Item 15. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, has performed an evaluation of the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report, as required by Rule 13a-15(b) under the Exchange Act.

Based upon that evaluation, our management has concluded that, as of December 31, 2022, our disclosure controls and procedures were effective in ensuring that the information required to be disclosed by us in the reports that we file and furnish under the Exchange Act was recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our chief executive officer and chief financial officer, to allow timely decisions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America and includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of our company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with GAAP, and that receipts and expenditures of our company are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of the unauthorized acquisition, use or disposition of our company's assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As required by Section 404 of the Sarbanes-Oxley Act of 2002 and related rules as promulgated by the Securities and Exchange Commission, our management including our Chief Executive Officer and Chief Financial Officer assessed the effectiveness of internal control over financial reporting as of December 31, 2022 using the criteria set forth in the report "Internal Control—Integrated Framework (2013)" published by the Committee of Sponsoring Organizations of the Treadway Commission. We completed the acquisition of Deppon during the year ended December 31, 2022. As permitted by relevant rules and regulations, we have excluded Deppon from our evaluation of internal control over financial reporting as of December 31, 2022. Overall, Deppon constituted 2.6% and 1.4%, respectively, of total assets and total net revenues of the consolidated financial statement amounts as of and for the year ended December 31, 2022. Based on this evaluation, the management concluded that our internal control over financial reporting was effective as of December 31, 2022.

Our independent registered public accounting firm, Deloitte Touche Tohmatsu Certified Public Accountants LLP, has audited the effectiveness of our company's internal control over financial reporting as of December 31, 2022, as stated in its report, which appears on page F-4 of this annual report on Form 20-F.

Changes in Internal Control over Financial Reporting

Other than the addition of operations of the Excluded Acquisitions to our internal control over financial reporting, there were no changes in our internal controls over financial reporting that occurred during the period covered by this annual report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 16A. Audit Committee Financial Expert

Our board of directors has determined that Mr. Louis T. Hsieh, an independent director (under the standards set forth in Nasdaq Stock Market Rule 5605(a) (2) and Rule 10A-3 under the Exchange Act) and member of our audit committee, is an audit committee financial expert.

Item 16B. Code of Ethics

Our board of directors adopted an amended and restated code of business conduct and ethics that applies to our directors, officers and employees in November 2022. We have posted a copy of our code of business conduct and ethics on our website at <http://ir.jd.com>

Item 16C. Principal Accountant Fees and Services

The following table sets forth the aggregate fees by categories specified below in connection with certain professional services rendered by our principal external auditors⁽¹⁾ for the periods indicated.

	For the year ended December 31,	
	2021	2022
Audit fees ⁽²⁾	US\$ 3,230,000	US\$ 3,770,979
Audit-related fees ⁽³⁾	US\$ 5,675,140	US\$ 6,090,913
Tax fees ⁽⁴⁾	US\$ 268,987	US\$ 250,881
All other fees ⁽⁵⁾	US\$ 174,044	US\$ 293,840

Notes:

- (1) We engaged Deloitte Touche Tohmatsu Certified Public Accountants LLP as external auditor for our annual report on Form 20-F, and Deloitte Touche Tohmatsu in Hong Kong as external auditor for our HK annual report. Deloitte Touche Tohmatsu Certified Public Accountants LLP's PCAOB ID is 1113.
- (2) "Audit fees" means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors for the audit of our annual financial statements and assistance with and review of documents filed with the SEC. In 2021 and 2022, the audit refers to financial audit and audit pursuant to Section 404 of the Sarbanes-Oxley Act of 2002.
- (3) "Audit-related fees" means fees billed in each of the fiscal years listed for the issue of comfort letter, rendering of listing advice and other audit-related services to the company, including its consolidated subsidiaries.
- (4) "Tax Fees" means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors for tax compliance, tax advice and tax planning.
- (5) "All other fees" means the aggregate fees billed in each of the fiscal years listed for professional services rendered by our principal auditors associated with certain financial due diligence projects, permissible services to review and comment on internal control design over financial reporting and other advisory services.

The policy of our audit committee is to pre-approve all audit and non-audit services provided by our independent registered public accounting firms, including audit services, audit-related services, tax services and other services as described above, other than those for de minimis services which are approved by the audit committee prior to the completion of the audit.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

On March 17, 2020, our board of directors authorized a share repurchase program, under which we may repurchase up to US\$2.0 billion of our ADSs or ordinary shares over the next 24 months through March 17, 2022. The share repurchase program was publicly announced on March 17, 2020.

On December 29, 2021, our board of directors approved modifications to the share repurchase program adopted in March 2020, pursuant to which the repurchase authorization has increased from US\$2.0 billion to US\$3.0 billion and has been extended until March 17, 2024.

As of the date of this annual report, we had repurchased a total of approximately 20.3 million ADSs under this share repurchase program. The table below is a summary of the shares repurchased by us. All shares were repurchased in the open market pursuant to the share repurchase program announced on March 17, 2020 and modified on December 29, 2021.

Period	Total Number of ADSs Purchased	Average Price Paid Per ADS	Total Number of ADSs Purchased as Part of the Publicly Announced Plan	Approximate Dollar Value of ADSs that May Yet Be Purchased Under the Plan*
March 17, 2020—March 31, 2020	1,191,370	37.04	1,191,370	2,955,868,397
March 1, 2021—March 31, 2021	7,583,810	82.52	7,583,810	2,330,029,654
May 1, 2021—May 31, 2021	2,607,401	68.51	2,607,401	2,151,387,896
July 1, 2021—July 31, 2021	23,616	69.94	23,616	2,149,736,231
March 1, 2022—March 31, 2022	533,072	57.63	533,072	2,119,017,691
April 1, 2022—April 28, 2022	4,477,131	57.08	4,477,131	1,863,474,190
March 1, 2023—March 31, 2023	3,839,490	39.87	3,839,490	1,710,395,700
Total	20,255,890	63.67	20,255,890	1,710,395,700

Note:

* The dollar value in this column is based on US\$3.0 billion after the adjustment of repurchase authorization.

Item 16F. Change in Registrant's Certifying Accountant

Not applicable.

Item 16G. Corporate Governance

As a Cayman Islands exempted company listed on Nasdaq, we are subject to the Nasdaq corporate governance listing standards. However, Nasdaq rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from the Nasdaq corporate governance listing standards. Currently, there are no significant differences between our corporate governance practices and those followed by U.S. domestic companies under Nasdaq Stock Market Rules. However, if we choose to follow other home country practice in the future, our shareholders may be afforded less protection than they otherwise would under the Nasdaq corporate governance listing standards applicable to U.S. domestic issuers. See “Item 3.D. Key Information—Risk Factors—Risks Related to Our ADSs and Class A Ordinary Shares—We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to U.S. domestic public companies.”

Item 16H. Mine Safety Disclosure

Not applicable.

Item 16I. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

In May 2022, JD.com, Inc. was conclusively listed by the SEC as a Commission-Identified Issuer under the HFCAA following the filing of our annual report on Form 20-F for the fiscal year ended December 31, 2021. Our auditor, a registered public accounting firm that the PCAOB was unable to inspect or investigate completely in 2021 because of a position taken by an authority in the foreign jurisdiction, issued the audit report for us for the fiscal year ended December 31, 2021. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed Chinese mainland and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. For this reason, we do not expect to be identified as a Commission-Identified Issuer under the HFCAA after we file this annual report on Form 20-F.

As of the date of this annual report, to our knowledge, (i) no governmental entities in the Cayman Islands or in China own shares of JD.com, Inc. or any of the consolidated variable interest entities in China, (ii) the governmental entities in China does not have a controlling financial interest in our company or any of the consolidated variable interest entities, (iii) none of the members of the board of directors of our company or our operating entities, including the consolidated variable interest entities, is an official of the Chinese Communist Party, and (iv) none of the currently effective memorandum and articles of association (or equivalent organizing document) of our company or the consolidated variable interest entities contains any charter of the Chinese Communist Party.

PART III

Item 17. Financial Statements

We have elected to provide financial statements pursuant to Item 18.

Item 18. Financial Statements

The consolidated financial statements of JD.com, Inc., its subsidiaries and the consolidated variable interest entities are included at the end of this annual report.

Item 19. Exhibits

<u>Exhibit Number</u>	<u>Description of Document</u>
1.1	Second Amended and Restated Memorandum and Articles of Association of the Registrant (incorporated herein by reference to Exhibit 3.1 to the current report on Form 6-K (File No. 001-36450), furnished with the Securities and Exchange Commission on June 23, 2021)
2.1	Registrant's Specimen American Depositary Receipt (included in Exhibit 2.3)
2.2	Registrant's Specimen Certificate for Class A Ordinary Shares (incorporated herein by reference to Exhibit 4.2 to the registration statement on Form F-1 (File No. 333-193650), as amended, initially filed with the Securities and Exchange Commission on January 30, 2014)
2.3	Deposit Agreement dated May 21, 2014 among the Registrant, the depository and holder of the American Depositary Receipts (incorporated herein by reference to Exhibit 4.3 to the registration statement on Form S-8 (File No. 333-198578), filed with the Securities and Exchange Commission on September 5, 2014)
2.4	Indenture, dated as of April 29, 2016, between the Registrant and The Bank of New York Mellon, as trustee (incorporated herein by reference to Exhibit 4.1 to the registration statement on Form F-3 (File No. 333-235338) filed by the Registrant with the Securities and Exchange Commission on December 3, 2019)
2.5	First Supplemental Indenture, dated April 29, 2016, between the Registrant and The Bank of New York Mellon, as trustee (incorporated herein by reference to Exhibit 4.1 to the current report on Form 6-K (File No. 001-36450) furnished to the Securities and Exchange Commission on April 29, 2016)
2.6	Form of US\$500,000,000 3.125% Notes Due 2021 (included in Exhibit 2.5)
2.7	Form of US\$500,000,000 3.875% Notes Due 2026 (included in Exhibit 2.5)
2.8	Second Supplemental Indenture, dated January 14, 2020, between the Registrant and The Bank of New York Mellon, as trustee (incorporated herein by reference to Exhibit 4.1 to the current report on Form 6-K (File No. 001-36450) furnished to the Securities and Exchange Commission on January 14, 2020)
2.9	Form of US\$700,000,000 3.375% Notes due 2030 (included in Exhibit 2.8)
2.10	Form of US\$300,000,000 4.125% Notes due 2050 (included in Exhibit 2.8)
2.11	Description of American Depositary Shares of the Registrant (incorporated herein by reference to Exhibit 2.11 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 15, 2020)
2.12	Description of Class A Ordinary Shares of the Registrant (incorporated herein by reference to Exhibit 2.12 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 15, 2020)
2.13	Description of the Registrant's US\$500,000,000 3.125% Notes Due 2021 (incorporated herein by reference to (i) the section titled "Description of Debt Securities" in the Registrants' registration statement on Form F-3 (File No. 333-210795) filed with the Securities and Exchange Commission on April 18, 2016 and (ii) the section titled "Description of the Notes" in the prospectus supplement, in the form filed by the Registrant with the Securities and Exchange Commission on April 22, 2016 pursuant to Rule 424(b) under the Securities Act of 1933, as amended)

Exhibit Number	Description of Document
2.14	Description of the Registrant’s US\$500,000,000 3.875% Notes Due 2026 (incorporated herein by reference to (i) the section titled “Description of Debt Securities” in the Registrants’ registration statement on Form F-3 (File No. 333-210795) filed with the Securities and Exchange Commission on April 18, 2016 and (ii) the section titled “Description of the Notes” in the prospectus supplement, in the form filed by the Registrant with the Securities and Exchange Commission on April 22, 2016 pursuant to Rule 424(b) under the Securities Act of 1933, as amended)
2.15	Description of the Registrant’s US\$700,000,000 3.375% Notes due 2030 (incorporated herein by reference to (i) the section titled “Description of Debt Securities” in the Registrants’ registration statement on Form F-3 (File No. 333-235338) filed with the Securities and Exchange Commission on December 3, 2019 and (ii) the section titled “Description of the Notes” in the prospectus supplement, in the form filed by the Registrant with the Securities and Exchange Commission on January 8, 2020 pursuant to Rule 424(b) under the Securities Act of 1933, as amended)
2.16	Description of the Registrant’s US\$300,000,000 4.125% Notes due 2050 (incorporated herein by reference to (i) the section titled “Description of Debt Securities” in the Registrants’ registration statement on Form F-3 (File No. 333-235338) filed with the Securities and Exchange Commission on December 3, 2019 and (ii) the section titled “Description of the Notes” in the prospectus supplement, in the form filed by the Registrant with the Securities and Exchange Commission on January 8, 2020 pursuant to Rule 424(b) under the Securities Act of 1933, as amended)
4.1	Share Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the registration statement on Form F-1 (File No. 333-200450), as amended, initially filed with the Securities and Exchange Commission on November 21, 2014)
4.2	Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated herein by reference to Exhibit 10.2 to the registration statement on Form F-1 (File No. 333-193650), as amended, initially filed with the Securities and Exchange Commission on January 30, 2014)
4.3	Form of Employment Agreement between the Registrant and its executive officers (incorporated herein by reference to Exhibit 10.3 to the registration statement on Form F-1 (File No. 333-193650), as amended, initially filed with the Securities and Exchange Commission on January 30, 2014)
4.4*	English translation of the Loan Agreement between Beijing Jingdong Century Trade Co., Ltd. and the shareholders of Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022
4.5*	English translation of Equity Pledge Agreement between Beijing Jingdong Century Trade Co., Ltd. and the shareholders of Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022
4.6*	English translation of the Power of Attorney by the shareholders of Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022
4.7*	English translation of the Exclusive Technology Consulting and Service Agreement between Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd., dated September 16, 2022
4.8*	English translation of the Exclusive Purchase Option Agreement between Beijing Jingdong Century Trade Co., Ltd., Beijing Jingdong 360 Degree E-Commerce Co., Ltd. and the shareholders of Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022
4.9*	English translation of the Business Operations Agreement between Beijing Jingdong Century Trade Co., Ltd., Beijing Jingdong 360 Degree E-Commerce Co., Ltd. and the shareholders of Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022
4.10*	English translation of the Loan Agreement between Shanghai Shengdayuan Information Technology Co., Ltd. and the shareholders of Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022
4.11*	English translation of the Equity Pledge Agreement between Shanghai Shengdayuan Information Technology Co., Ltd. and the shareholders of Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022
4.12*	English translation of the Power of Attorney by the shareholders of Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022
4.13*	English translation of the Exclusive Technology Consulting and Service Agreement between Shanghai Shengdayuan Information Technology Co., Ltd. and Jiangsu Yuanzhou E-Commerce Co., Ltd., dated September 30, 2022

<u>Exhibit Number</u>	<u>Description of Document</u>
4.14*	<u>English translation of the Exclusive Purchase Option Agreement between Shanghai Shengdayuan Information Technology Co., Ltd., Jiangsu Yuanzhou E-Commerce Co., Ltd. and the shareholders of Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022</u>
4.15*	<u>English translation of the Business Operations Agreement between Shanghai Shengdayuan Information Technology Co., Ltd., Jiangsu Yuanzhou E-Commerce Co., Ltd. and the shareholders of Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022</u>
4.16*	<u>English translation of the Business Cooperation Agreement between Xi'an Jingxundi Supply Chain Technology Co., Ltd. and Xi'an Jingdong Xincheng Information Technology Co., Ltd. dated September 16, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the business cooperation agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.17*	<u>English translation of the Exclusive Purchase Option Agreement between Xi'an Jingxundi Supply Chain Technology Co., Ltd., Xi'an Jingdong Xincheng Information Technology Co., Ltd. and the shareholders of Xi'an Jingdong Xincheng Information Technology Co., Ltd. dated September 16, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the exclusive option agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.18*	<u>English translation of the Loan Agreement between Xi'an Jingxundi Supply Chain Technology Co., Ltd. and the shareholders of Xi'an Jingdong Xincheng Information Technology Co., Ltd. dated September 16, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the loan agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.19*	<u>English translation of the Shareholders' Rights Entrustment Agreement between Xi'an Jingxundi Supply Chain Technology Co., Ltd., Xi'an Jingdong Xincheng Information Technology Co., Ltd. and the shareholders of Xi'an Jingdong Xincheng Information Technology Co., Ltd. dated September 16, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the shareholders' rights entrustment agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.20*	<u>English translation of the Power of Attorney by the shareholders of Xi'an Jingdong Xincheng Information Technology Co., Ltd. dated September 16, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the power of attorney substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.21*	<u>English translation of the Equity Pledge Agreement between Xi'an Jingxundi Supply Chain Technology Co., Ltd., Xi'an Jingdong Xincheng Information Technology Co., Ltd. and the shareholders of Xi'an Jingdong Xincheng Information Technology Co., Ltd. dated September 16, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the equity pledge agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant Exhibit
4.22*	<u>English translation of the Equity Pledge Agreement between Beijing Jingdong Century Trade Co., Ltd., Beijing Jiasheng Investment Management Co., Ltd. and the shareholders of Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the equity pledge agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.23*	<u>English translation of the Power of Attorney by the shareholders of Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022</u> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the power of attorney substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.24*	<u>English translation of the Exclusive Technology Consulting and Service Agreement between Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022</u>

<u>Exhibit Number</u>	<u>Description of Document</u>
	<ul style="list-style-type: none"> Schedule A of this exhibit includes information about the exclusive technology consulting and service agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.25*	<p>English translation of the Business Operations Agreement between Beijing Jingdong Century Trade Co., Ltd., Beijing Jiasheng Investment Management Co., Ltd. and the shareholders of Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022</p> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the business operations agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.26*	<p>English translation of the Exclusive Purchase Option Agreement between Beijing Jingdong Century Trade Co., Ltd., Beijing Jiasheng Investment Management Co., Ltd. and the shareholders of Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022</p> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the exclusive purchase option agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.27*	<p>English translation of the Loan Agreement between Beijing Jingdong Century Trade Co., Ltd. and the shareholders of Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022</p> <ul style="list-style-type: none"> Schedule A of this exhibit includes information about the loan agreements substantially in form as this exhibit that the Registrant entered into with certain other variable interest entities of the Registrant
4.28	<p>Investor Rights Agreement between the Registrant and Newheight Holdings Ltd., dated June 20, 2016 (incorporated herein by reference to Exhibit 4.35 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on May 1, 2017)</p>
4.29	<p>Investor Rights Agreement by and among Vipshop Holdings Limited, Windcreek Limited, Tencent Mobility Limited and other parties listed therein, dated December 29, 2017 (incorporated herein by reference to Exhibit 99.4 to our report on Schedule 13D filed with the Securities and Exchange Commission with respect to Vipshop Holdings Limited on January 8, 2018) Exhibit</p>
4.30	<p>English summary of Strategic Cooperation Agreement regarding Dalian Wanda Commercial Properties Co., Ltd. by and among DalianWanda Group Co., Ltd., Dalian Wanda Commercial Properties Co., Ltd., Tencent Technology (Shenzhen) Co., Ltd. and Beijing Jingdong Century Trading Co., Ltd., dated January 27, 2018 (incorporated herein by reference to Exhibit 4.41 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 27, 2018)</p>
4.31	<p>Shareholders Agreement of Jingdong Express Group Corporation, dated March 7, 2018 (incorporated herein by reference to Exhibit 4.43 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 27, 2018)</p>
4.32	<p>US\$1,000,000,000 Term and Revolving Credit Facilities Agreement dated between the Registrant and other parties thereto, dated December 21, 2017 (incorporated herein by reference to Exhibit 4.44 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 27, 2018)</p>
4.33	<p>Subscription Agreement relating to the offering of limited partnership interests in JD Logistics Properties Core Fund, L.P. (incorporated herein by reference to Exhibit 4.42 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 15, 2019)</p>
4.34†	<p>Share Purchase Agreement, by and between Jingdong E-Commerce (Logistics) Hong Kong Corporation Limited, as sellers, and JD Star Development X (HK) Limited, as purchaser, dated as of February 27, 2019 (incorporated herein by reference to Exhibit 4.43 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 15, 2019)</p>
4.35	<p>Share Subscription Agreement, dated May 10, 2019, by and between the Registrant and Huang River Investment Limited (incorporated herein by reference to Exhibit 9 to Form Schedule 13D/A filed by Tencent Holdings Limited with the Securities and Exchange Commission on May 15, 2019)</p>

<u>Exhibit Number</u>	<u>Description of Document</u>
4.36	<u>Share Subscription Agreement, dated as of June 25, 2020, by and between Jingdong Technology Holding Co., Ltd. and Suqian Juhe Digital Enterprise Management Co., Ltd., a subsidiary of the Registrant (incorporated herein by reference to Exhibit 4.44 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 16, 2021)</u>
4.37	<u>Amended and Restated Agreement, dated as of November 9, 2020, between the Registrant and Jingdong Technology Holding Co., Ltd. regarding certain non-compete arrangements (incorporated herein by reference to Exhibit 4.45 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 16, 2021)</u>
4.38	<u>Investment Agreement, dated as of June 25, 2020, among the Registrant, Jingdong Technology Holding Co., Ltd. and other parties named therein (incorporated herein by reference to Exhibit 4.46 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 16, 2021)</u>
4.39	<u>Share Subscription Agreement, dated as of March 31, 2021, between Jingdong Technology Holding Co., Ltd. and Suqian Juhe Digital Enterprise Management Co., Ltd. (incorporated herein by reference to Exhibit 4.47 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 16, 2021) Exhibit</u>
4.40	<u>Asset Purchase Agreement, dated as of March 31, 2021, between Jingdong Technology Holding Co., Ltd. and Suqian Juhe Digital Enterprise Management Co., Ltd. (incorporated herein by reference to Exhibit 4.48 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 16, 2021)</u>
4.41	<u>Share Subscription Agreement, dated March 22, 2021, between Dada Nexus Limited and JD Sunflower Investment Limited (incorporated herein by reference to Exhibit 4.11 to the annual report on Form 20-F filed by Dada Nexus Limited with the Securities and Exchange Commission on March 31, 2021)</u>
4.42	<u>English Summary of Equity Transfer and Capital Increase Agreement, dated August 12, 2020, among Kuayue Express Group Co., Ltd., Suqian JD Bohai Enterprise Management Co., Ltd. and other parties named thereto. (incorporated herein by reference to Exhibit 4.50 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 16, 2021)</u>
4.43†	<u>Facilities Agreement, US\$2,000,000,000 Term and Revolving Credit Facilities, dated December 29, 2021, between the Registrant and other parties thereto (incorporated herein by reference to Exhibit 4.47 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 28, 2022)</u>
4.44†	<u>Sale and Purchase Agreement, dated September 1, 2021, among JD Property, Mr. Li Shifa and Yupei International Investment Management Co., Ltd. (incorporated herein by reference to Exhibit 4.48 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 28, 2022)</u>
4.45	<u>Amendment to Share Subscription Agreement, dated February 25, 2022, by and between Dada Nexus Limited and JD Sunflower Investment Limited. (incorporated herein by reference to Exhibit 99.3 to our report on Schedule 13D filed with the Securities and Exchange Commission with respect to Dada Nexus Limited on March 4, 2022)</u>
4.46	<u>English translation of Business Cooperation Agreement, dated February 28, 2022, by and between JD.com, Inc. and Dada Nexus Limited. (incorporated herein by reference to Exhibit 99.4 to our report on Schedule 13D filed with the Securities and Exchange Commission with respect to Dada Nexus Limited on March 4, 2022)</u>
4.47	<u>English Summary of Key Terms of the Founding Vendors Agreement, dated March 11, 2022, among a Subsidiary of the Registrant, Cui Weixing and Xue Xia (incorporated herein by reference to Exhibit 4.51 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 28, 2022)</u>
4.48	<u>English Summary of Key Terms of the Management Vendors Agreement, dated March 11, 2022, among a Subsidiary of the Registrant and Certain Individuals (incorporated herein by reference to Exhibit 4.52 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 28, 2022)</u>
4.49*	<u>English Summary of Key Terms of the Minority Vendors Agreement, dated March 11, 2022, among a subsidiary of the Registrant and each of the 153 Minority Shareholders of Ningbo Meishan Baoshui Area Deppon Investment Holding Company Limited</u>

Exhibit Number	Description of Document
4.50	Subscription Agreement between JD Logistics, Inc. and a Subsidiary of the Registrant, dated March 25, 2022 (incorporated herein by reference to Exhibit 4.54 to the annual report on Form 20-F filed by the Registrant with the Securities and Exchange Commission on April 28, 2022)
4.51*	English Translation of Strategic Cooperation Agreement, dated as of June 29, 2022, among Shenzhen Tencent Computer Systems Co., Ltd., JD.com, Inc. and Chongqing Jingdong Haijia E-Commerce Co., Ltd.
8.1*	List of Principal Subsidiaries and Consolidated Variable Interest Entities
11.1*	Code of Business Conduct and Ethics of the Registrant
12.1*	Certification by Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2*	Certification by Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1**	Certification by Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 Exhibit
13.2**	Certification by Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1*	Consent of Deloitte Touche Tohmatsu Certified Public Accountants LLP
15.2*	Consent of Shihui Partners
101.INS*	Inline XBRL Instance Document—this instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

** Furnished herewith

† Portions of this exhibit have been omitted pursuant to Rule 406 under the Securities Act.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing its annual report on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

JD.com, Inc.

By: /s/ Lei Xu

Name: Lei Xu

Title: Chief Executive Officer

Date: April 20, 2023

JD.com, Inc.

INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS

	<u>Page(s)</u>
<u>Reports of Independent Registered Public Accounting Firm</u>	F-2 ~ F-5
<u>Consolidated Balance Sheets as of December 31, 2021 and 2022</u>	F-6 ~ F-7
<u>Consolidated Statements of Operations and Comprehensive Income/(Loss) for the Years Ended December 31, 2020, 2021 and 2022</u>	F-8 ~ F-9
<u>Consolidated Statements of Cash Flows for the Years Ended December 31, 2020, 2021 and 2022</u>	F-10 ~ F-12
<u>Consolidated Statements of Changes in Shareholders' Equity for the Years Ended December 31, 2020, 2021 and 2022</u>	F-13 ~ F-14
<u>Notes to the Consolidated Financial Statements</u>	F-15 ~ F-85

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of JD.com, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of JD.com, Inc. and its subsidiaries (the “Company”) as of December 31, 2022 and 2021, the related consolidated statements of operations and comprehensive income/(loss), changes in shareholders’ equity and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated April 20, 2023 expressed an unqualified opinion on the Company’s internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Inventories, net – estimated net realizable value – Refer to Notes 2.1 and 10 to the financial statements

Critical Audit Matter Description

As of December 31, 2022, the Company's net balance of inventories was RMB77,949 million, which represented approximately 13% of the total assets. As disclosed in Note 2.1 to the consolidated financial statements, the Company records valuation allowances for slow-moving and damaged goods to adjust the cost of such inventories to their estimated net realizable value. The estimate requires management to make significant assumptions considering various factors such as impact of inventory aging, historical and forecasted consumer demand, as well as market conditions that impact pricing.

We identified the estimate of net realizable value of inventories as a critical audit matter because of the significant judgments involved by management to evaluate the impact of the interaction among the various input factors in order to determine the amounts of estimated net realizable value of the inventories. This required a high degree of auditor judgement and an increased extent of effort, when performing audit procedures to evaluate the reasonableness of management's estimation of the net realizable value.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to management's estimated net realizable value of inventories included the following, among others:

- We tested the effectiveness of the controls over the estimated net realizable value of inventories, including the review of historical sales activities and the calculation of inventory valuation allowance;
- We evaluated the reasonableness of the valuation methodologies and assumptions applied by management to determine slow-moving and damaged inventories;
- We tested the accuracy and completeness of the underlying data that served as the basis for the calculation of inventory valuation allowance, and the mathematical accuracy of management's calculation of inventory valuation allowance;
- We performed inquiries with appropriate finance and operations personnel, and reviewed the actual sales subsequent to December 31, 2022 to corroborate management's quantitative and qualitative judgments applied over the indicators of slow-moving and damaged inventories, and to evaluate the reasonableness of management's estimate of the impact of interaction among various factors; and
- We performed retrospective reviews by comparing subsequent actual realized value with historical estimates to evaluate management's ability to perform reasonable estimate of inventory valuation allowance.

Business acquisition – intangible assets, net – Refer to Notes 2, 7 and 13 to the financial statements

Critical Audit Matter Description

For the year ended December 31, 2022, the Company completed the acquisitions of Dada Nexus Limited and Ningbo Meishan Baoshui Area Deppon Investment Holding Company Limited and accounted for these business acquisitions using the acquisition method of accounting. The purchase price of each acquisition was allocated to the assets acquired and liabilities assumed based on their respective fair values at the date of acquisition, including the newly identified and appreciation of intangible assets of RMB4,435 million in total. Determining the fair value of the identifiable intangible assets acquired requires management to make complex judgments and significant assumptions including the selection of valuation methodologies, estimates of future cash flows, and discount rates.

We identified the fair value assessment of the identifiable intangible assets acquired as a critical audit matter because of the complex judgments, and significant assumptions made by management to estimate their fair values. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve the valuation specialists, when performing audit procedures to evaluate the reasonableness of management's fair value estimate of the identifiable intangible assets in part of the purchase price allocation process.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to management's fair value estimate of the identifiable intangible assets acquired included the following, among others:

- We tested the effectiveness of controls over the fair value estimate of the identifiable intangible assets acquired, including management's review of the valuation models, as well as the significant assumptions used in the valuation models, such as future cash flows, and discount rates;
- We evaluated the reasonableness of management's forecast of future cash flows by performing inquiries of management, comparing the forecast financial information to historical actual results, to comparable companies as well as trends and outlook of this industry, and searching for indicators of contradiction or inconsistency;
- With the assistance of valuation specialists, we evaluated (1) the appropriateness of the valuation methodologies, (2) the reasonableness of the significant assumptions, including testing the underlying source information and developing a range of independent estimates for discount rates and comparing to those selected by management, and (3) the mathematical accuracy of the valuation calculation; and
- We performed sensitivity analysis to evaluate changes in the fair value of the intangible assets that would result from changes in significant assumptions.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Shanghai, the People's Republic of China

April 20, 2023

We have served as the Company's auditor since 2019.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of JD.com, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of JD.com, Inc. and its subsidiaries (the “Company”) as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2022 of the Company and our report dated April 20, 2023 expressed an unqualified opinion on those financial statements. As described in Management’s Annual Report on Internal Control over Financial Reporting, management excluded from its assessment of the internal control over financial reporting for Ningbo Meishan Baoshui Area Deppon Investment Holding Company Limited (the “Excluded Acquisition”) acquired during the year ended December 31, 2022, whose financial statements constituted approximately 2.6% and 1.4%, respectively, of total assets and total net revenues of the consolidated financial statement amounts as of and for the year ended December 31, 2022. Accordingly, our audit did not include the internal control over financial reporting of the Excluded Acquisition.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Shanghai, the People’s Republic of China

April 20, 2023

JD.com, Inc.
Consolidated Balance Sheets

	Notes	As of December 31,		
		2021	2022	
		RMB	RMB	US\$
				Note 2(g)
(in millions, except share and per share data)				
ASSETS				
Current assets				
Cash and cash equivalents		70,767	78,861	11,434
Restricted cash	4, 5	5,926	6,254	907
Short-term investments	5	114,564	141,095	20,457
Accounts receivable, net	9	11,900	20,576	2,983
Advance to suppliers		3,959	3,838	556
Inventories, net	10	75,601	77,949	11,302
Prepayments and other current assets		11,455	15,156	2,197
Amount due from related parties	29	5,500	6,142	891
Assets held for sale		—	1,203	174
Total current assets		<u>299,672</u>	<u>351,074</u>	<u>50,901</u>
Non-current assets				
Property, equipment and software, net	11	32,944	55,080	7,986
Construction in progress	2(o)	5,817	11,161	1,618
Intangible assets, net	13	5,837	9,139	1,325
Land use rights, net	12	14,328	33,848	4,907
Operating lease right-of-use assets	18	19,987	22,267	3,228
Goodwill	14	12,433	23,123	3,353
Investment in equity investees	8	63,222	57,641	8,357
Investment securities	5	19,088	11,611	1,683
Deferred tax assets	21	1,111	1,536	223
Other non-current assets		21,804	18,770	2,722
Amount due from related parties	29	264	—	—
Total non-current assets		<u>196,835</u>	<u>244,176</u>	<u>35,402</u>
Total assets		<u>496,507</u>	<u>595,250</u>	<u>86,303</u>

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Balance Sheets

	Notes	As of December 31,		
		2021 RMB	2022 RMB	US\$ Note 2(g)
(in millions, except share and per share data)				
LIABILITIES				
Current liabilities (including amounts of the consolidated VIEs without recourse to the primary beneficiaries of RMB22,458 million and RMB27,450 million as of December 31, 2021 and 2022, respectively. Note 1)				
Short-term debts	32	4,368	12,146	1,761
Accounts payable	15	140,484	160,607	23,286
Advance from customers		29,106	33,713	4,888
Deferred revenues (including amounts in relation to traffic support, marketing and promotion services to be provided to related parties of RMB492 million and RMB431 million as of December 31, 2021 and 2022, respectively)		3,458	3,351	486
Taxes payable		2,568	5,926	859
Amount due to related parties	29	519	488	71
Accrued expenses and other current liabilities	16	34,468	42,570	6,172
Operating lease liabilities	18	6,665	7,688	1,115
Liabilities held for sale		—	72	10
Total current liabilities		221,636	266,561	38,648
Non-current liabilities				
Deferred revenues (including amounts in relation to traffic support, marketing and promotion services to be provided to related parties of RMB629 million and RMB179 million as of December 31, 2021 and 2022, respectively)		1,297	1,107	160
Unsecured senior notes	17	9,386	10,224	1,482
Deferred tax liabilities	21	1,897	6,511	944
Long-term borrowings	32	—	20,009	2,901
Operating lease liabilities	18	13,721	14,978	2,172
Other non-current liabilities		1,786	1,737	251
Total non-current liabilities		28,087	54,566	7,910
Total liabilities		249,723	321,127	46,558
Commitments and contingencies	33			
MEZZANINE EQUITY		1,212	590	86
SHAREHOLDERS' EQUITY:				
JD.com, Inc. shareholders' equity				
Ordinary shares (US\$0.00002 par value; 100,000,000,000 shares authorized; 2,731,123,330 Class A ordinary shares issued and 2,690,342,230 outstanding, 428,185,501 Class B ordinary shares issued and 420,449,419 outstanding as of December 31, 2021; 2,793,298,344 Class A ordinary shares issued and 2,756,458,772 outstanding, 386,374,723 Class B ordinary shares issued and 379,220,475 outstanding as of December 31, 2022.)	23	— *	— *	— *
Additional paid-in capital		182,578	184,041	26,683
Statutory reserves	2(nn)	1,586	3,473	504
Treasury stock		(2,968)	(2,493)	(361)
Retained earnings		33,805	29,304	4,249
Accumulated other comprehensive loss	26	(6,090)	(959)	(139)
Total JD.com, Inc. shareholders' equity		208,911	213,366	30,936
Non-controlling interests	2(d)	36,661	60,167	8,723
Total shareholders' equity		245,572	273,533	39,659
Total liabilities, mezzanine equity and shareholders' equity		496,507	595,250	86,303

* Absolute value is less than RMB1 million.

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Statements of Operations and Comprehensive Income/(Loss)

	Notes	For the year ended December 31,			
		2020 RMB	2021 RMB	2022 RMB	US\$ Note 2(g)
(in millions, except share and per share data)					
Net revenues					
Net product revenues	2(y)	651,879	815,655	865,062	125,422
Net service revenues	2(y)	93,923	135,937	181,174	26,268
Total net revenues		<u>745,802</u>	<u>951,592</u>	<u>1,046,236</u>	<u>151,690</u>
Cost of revenues					
Fulfillment		(48,700)	(59,055)	(63,011)	(9,136)
Marketing		(27,156)	(38,743)	(37,772)	(5,476)
Research and development		(16,149)	(16,332)	(16,893)	(2,449)
General and administrative		(6,409)	(11,562)	(11,053)	(1,603)
Gain on sale of development properties	19	1,649	767	1,379	200
Income from operations		<u>12,343</u>	<u>4,141</u>	<u>19,723</u>	<u>2,860</u>
Other income/(expense)					
Share of results of equity investees	8	4,291	(4,918)	(2,195)	(318)
Interest expense		(1,125)	(1,213)	(2,106)	(305)
Others, net	20	35,310	(590)	(1,555)	(225)
Income/(loss) before tax		<u>50,819</u>	<u>(2,580)</u>	<u>13,867</u>	<u>2,012</u>
Income tax expenses	21	(1,482)	(1,887)	(4,176)	(605)
Net income/(loss)		<u>49,337</u>	<u>(4,467)</u>	<u>9,691</u>	<u>1,407</u>
Net loss attributable to non-controlling interests shareholders		(75)	(923)	(697)	(101)
Net income attributable to mezzanine equity classified as non-controlling interests shareholders		7	16	8	1
Net income/(loss) attributable to ordinary shareholders		<u>49,405</u>	<u>(3,560)</u>	<u>10,380</u>	<u>1,507</u>

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Statements of Operations and Comprehensive Income/(Loss)

	Notes	For the year ended December 31,			
		2020 RMB	2021 RMB	2022 RMB	2022 US\$ Note 2(g)
		(in millions, except share and per share data)			
Net income/(loss)		49,337	(4,467)	9,691	1,407
Other comprehensive income/(loss):	26				
Foreign currency translation adjustments		(7,955)	(2,872)	7,810	1,132
Net change in unrealized gains/(losses) on available-for-sale securities:					
Unrealized gains, net of tax		705	—	—	—
Reclassification adjustment for gains recorded in net income, net of tax		(760)	—	—	—
Net unrealized losses on available-for-sale securities		(55)	—	—	—
Total other comprehensive income/(loss)		(8,010)	(2,872)	7,810	1,132
Total comprehensive income/(loss)		41,327	(7,339)	17,501	2,539
Total comprehensive income/(loss) attributable to non-controlling interests shareholders		(373)	(1,253)	1,982	289
Total comprehensive income attributable to mezzanine equity classified as non-controlling interests shareholders		7	16	8	1
Total comprehensive income/(loss) attributable to ordinary shareholders		41,693	(6,102)	15,511	2,249
Net income/(loss) per share	28				
Basic					
Net income/(loss) per share		16.35	(1.15)	3.32	0.48
Diluted					
Net income/(loss) per share		15.84	(1.15)	3.21	0.47
Weighted average number of shares					
Basic		3,021,808,985	3,107,436,665	3,125,571,110	3,125,571,110
Diluted		3,109,024,030	3,107,436,665	3,180,886,136	3,180,886,136

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Statements of Cash Flows

	For the year ended December 31,			
	2020	2021	2022	
	RMB	RMB	RMB	US\$
	Note 2(g)			
	(in millions)			
Cash flows from operating activities:				
Net income/(loss)	49,337	(4,467)	9,691	1,407
Adjustments to reconcile net income/(loss) to net cash provided by operating activities:				
Depreciation and amortization	6,068	6,232	7,236	1,049
Share-based compensation	4,156	9,134	7,548	1,095
Losses from disposal of property, equipment and software	68	18	407	59
Gain from extinguishment of debt	(11)	—	(6)	(1)
Deferred income tax	(719)	(651)	(549)	(80)
Amortization of discounts and issuance costs of the unsecured senior notes	19	14	12	2
Allowance for doubtful accounts	353	708	926	134
Impairment of investments	208	574	1,969	285
Fair value change of long-term investments	(29,483)	7,252	4,096	594
(Gains)/losses from acquisitions or disposals of business and investment	(279)	(140)	3,558	516
Gain on sale of development properties	(1,649)	(767)	(1,379)	(200)
Share of results of equity investees	(4,291)	4,918	2,195	318
Foreign exchange (gains)/losses	90	(42)	(114)	(17)
Changes in operating assets and liabilities:				
Accounts receivable	(412)	(5,632)	(7,196)	(1,043)
Advance to suppliers	(2,300)	(107)	9	1
Inventories	799	(16,697)	(2,278)	(330)
Prepayments and other current assets	(260)	(2,539)	(1,969)	(288)
Amount due from related parties	583	(278)	1,763	256
Operating lease right-of-use assets	(2,922)	(4,045)	(525)	(76)
Other non-current assets	(871)	(1,701)	2,397	348
Accounts payable	11,095	32,585	17,658	2,560
Advance from customers	4,052	8,702	4,526	656
Deferred revenues	(235)	(243)	(319)	(46)
Taxes payable	849	(468)	3,206	465
Amount due to related parties	282	(66)	847	123
Accrued expenses and other current liabilities	4,784	5,257	3,295	478
Operating lease liabilities	3,233	4,180	705	102
Other non-current liabilities	—	570	110	16
Net cash provided by operating activities	42,544	42,301	57,819	8,383

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Statements of Cash Flows

	For the year ended December 31,			
	2020	2021	2022	
	RMB	RMB	RMB	US\$
	(in millions)			
				Note 2(g)
Cash flows from investing activities:				
Purchase of short-term investments	(60,747)	(167,684)	(180,291)	(26,140)
Maturity of short-term investments	25,148	113,362	165,093	23,936
Purchases of long-term time deposits and wealth management products	(5,000)	(160)	(3,019)	(438)
Maturity of long-term time deposits and wealth management products	—	—	30	4
Purchases of investment securities	(1,122)	(2,656)	—	—
Cash received from disposal of investment securities	9,139	13,165	6,348	920
Prepayments and investments in equity investees	(16,939)	(11,576)	(4,501)	(653)
Cash received from disposal of equity investments	1,092	407	412	60
Cash paid for loan originations	(60,304)	(82,197)	(77,577)	(11,248)
Cash received from loan repayments	60,879	80,561	77,732	11,270
Purchase of property, equipment and software	(3,370)	(5,562)	(5,495)	(797)
Disposal of equipment and other assets	—	1,765	1,418	206
Purchase of intangible assets	(19)	(23)	(10)	(1)
Cash paid for asset acquisitions, net of cash acquired	—	(1,603)	(2,170)	(315)
Purchase of land use rights	(1,518)	(7,825)	(5,236)	(759)
Cash paid for construction in progress	(7,549)	(8,868)	(12,172)	(1,765)
Cash received from sale of development properties	4,787	3,549	1,686	244
Cash received from/(paid for) business combinations, net of cash acquired	671	(321)	(15,684)	(2,274)
Loans provided to JD Technology	(2,342)	(169)	(502)	(73)
Other investing activities	(617)	1,587	(88)	(10)
Net cash used in investing activities	(57,811)	(74,248)	(54,026)	(7,833)

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Statements of Cash Flows

	For the year ended December 31,			
	2020 RMB	2021 RMB	2022 RMB	US\$ Note 2(g)
	(in millions)			
Cash flows from financing activities:				
Proceeds from issuance of ordinary shares	31,342	—	—	—
Repurchase of ordinary shares	(312)	(5,246)	(1,823)	(264)
Proceeds from issuance of ordinary shares pursuant to share-based awards	236	62	1,043	151
Cash paid for dividends	—	—	(13,087)	(1,897)
Proceeds from issuance of convertible redeemable preferred shares of JD Logistics	443	—	—	—
Capital injection from non-controlling interest shareholders	34,579	27,662	8,020	1,163
Return of capital to non-controlling interests	—	(68)	(36)	(5)
Acquisition of additional equity interests in non-wholly owned subsidiaries	—	(775)	(4,581)	(664)
Proceeds from short-term borrowings	14,766	7,133	33,208	4,815
Repayment of short-term borrowings	(16,582)	(5,982)	(31,804)	(4,611)
Proceeds from long-term borrowings	—	—	14,101	2,044
Repayment of long-term borrowings	(123)	(29)	(3,635)	(527)
Proceeds from unsecured senior notes	6,804	—	—	—
Repurchase and repayment of unsecured senior notes	(72)	(3,246)	(31)	(4)
Other financing activities	(9)	(8)	(195)	(30)
Net cash provided by financing activities	71,072	19,503	1,180	171
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(5,082)	(1,498)	3,490	506
Net increase/(decrease) in cash, cash equivalents, and restricted cash	50,723	(13,942)	8,463	1,227
Cash, cash equivalents, and restricted cash at beginning of year, including cash and cash equivalents classified within assets held for sale	39,912	90,635	76,693	11,119
Less: cash, cash equivalents, and restricted cash classified within assets held for sale at beginning of year	—	116	—	—
Cash, cash equivalents, and restricted cash at beginning of year	39,912	90,519	76,693	11,119
Cash, cash equivalents, and restricted cash at end of year, including cash and cash equivalents classified within assets held for sale	90,635	76,693	85,156	12,346
Less: cash, cash equivalents, and restricted cash classified within assets held for sale at end of year	116	—	41	5
Cash, cash equivalents, and restricted cash at end of year	90,519	76,693	85,115	12,341
Supplemental disclosure of cash flow information:				
Cash paid for income taxes	(1,190)	(2,538)	(2,555)	(370)
Cash paid for interest	(1,020)	(1,221)	(2,393)	(347)
Supplemental disclosures of non-cash investing and financing activities:				
Issuance of ordinary shares in connection with strategic cooperation agreement with Tencent	549	463	448	65
Right-of-use assets acquired under operating leases	10,678	10,228	7,700	1,116
Acquisition of equity interest in Jiangsu Five Star by loan conversion	1,025	—	—	—
Acquisition of equity interest in Kuayue Express by issuance of ordinary shares of JD Logistics	116	—	—	—
Acquisition of equity interest in Dada by strategic resources	—	—	1,606	233

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Consolidated Statements of Changes in Shareholders' Equity

	Ordinary shares		Treasury stock		Additional paid-in capital RMB (in millions, except share data)	Statutory reserves RMB	Accumulated other comprehensive income/(loss) RMB	Retained earnings/ accumulated deficit RMB	Non-controlling interests RMB	Total shareholders' equity RMB
	Shares	Amount RMB	Shares	Amount RMB						
Balance as of December 31, 2019	<u>2,973,943,149</u>	<u>—</u>	<u>—</u>	<u>(2,530)</u>	<u>90,677</u>	<u>1,459</u>	<u>4,163</u>	<u>(11,913)</u>	<u>2,804</u>	<u>84,660</u>
Issuance of ordinary shares	155,850,684	*	—	—	31,864	—	—	—	—	31,864
Repurchase of ordinary shares	—	—	(2,382,740)	(312)	—	—	—	—	—	(312)
Accretion of convertible redeemable non-controlling interests	—	—	—	—	—	—	—	(7)	(11)	(7)
Exercise of share-based awards	—	—	5,073,294	335	(115)	—	—	—	(11)	209
Share-based compensation and vesting of share-based awards	—	—	20,642,538	1,289	1,775	—	—	—	1,092	4,156
Net income/(loss)	—	—	—	—	—	—	(7,656)	49,412	(75)	49,337
Foreign currency translation adjustments	—	—	—	—	—	—	—	—	(299)	(7,955)
Net change in unrealized losses on available-for-sale debt securities	—	—	—	—	—	—	(55)	—	—	(55)
Statutory reserves	—	—	—	—	—	74	—	(74)	—	—
Change of the capital from non-controlling interest shareholders	—	—	—	—	23,548	—	—	—	11,327	34,875
Acquisition of subsidiaries	—	—	—	—	529	—	—	—	2,105	2,634
Share of changes in the equity investee's capital accounts	—	—	—	—	(574)	—	—	—	—	(574)
Conversion of profit sharing right in JD Technology	—	—	—	—	5,654	—	—	—	—	5,654
Balance as of December 31, 2020	<u>3,129,793,833</u>	<u>—</u>	<u>(26,294,794)</u>	<u>(1,218)</u>	<u>153,358</u>	<u>1,533</u>	<u>(3,548)</u>	<u>37,418</u>	<u>16,943</u>	<u>204,486</u>
Issuance of ordinary shares	1,914,998	*	—	—	463	—	—	—	—	463
Issuance of Class A ordinary shares reserved for future exercise/vesting of share-based awards	27,600,000	*	(27,600,000)	—	—	—	—	—	—	—
Repurchase of ordinary shares	—	—	(20,429,654)	(5,246)	—	—	—	—	—	(5,246)
Accretion of convertible redeemable non-controlling interests	—	—	—	—	—	—	—	(16)	—	(16)
Exercise of share-based awards	—	—	1,962,856	252	(195)	—	—	—	(7)	50
Share-based compensation and vesting of share-based awards	—	—	23,844,410	3,244	2,124	—	—	—	4,902	10,270
Net loss	—	—	—	—	—	—	—	—	(923)	(4,467)
Foreign currency translation adjustments	—	—	—	—	—	—	(2,542)	(53)	(330)	(2,872)
Statutory reserves	—	—	—	—	—	53	—	—	—	—
Change of the capital from non-controlling interest shareholders	—	—	—	—	15,960	—	—	—	10,872	26,832
Conversion of JD Logistics preferred shares	—	—	—	—	11,799	—	—	—	4,604	16,403
Reorganization of JD Cloud & AI (Note 6, Note 8)	—	—	—	—	(901)	—	—	—	—	(901)
Acquisition of subsidiaries	—	—	—	—	—	—	—	—	—	600
Share of changes in the equity investee's capital accounts	—	—	—	—	(30)	—	—	—	—	(30)
Balance as of December 31, 2021	<u>3,159,308,831</u>	<u>—</u>	<u>(48,517,182)</u>	<u>(2,968)</u>	<u>182,578</u>	<u>1,586</u>	<u>(6,090)</u>	<u>33,805</u>	<u>36,661</u>	<u>245,572</u>

* Absolute value is less than RMB1 million.

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.

Consolidated Statements of Changes in Shareholders' Equity

	Ordinary shares		Treasury stock		Additional paid-in capital	Statutory reserves	Accumulated other comprehensive income/(loss)	Retained earnings/(accumulated deficit)	Non-controlling interests	Total shareholders' equity
	Shares	Amount RMB	Shares	Amount RMB						
Balance as of December 31, 2021	3,159,308,831	—	—	(48,517,182)	(2,968)	182,578	(6,090)	33,805	36,661	245,572
Issuance of ordinary shares	2,164,236	—	—	—	—	1,586	—	—	—	448
Issuance of Class A ordinary shares reserved for future exercise/vesting of share-based awards	18,200,000	—	(18,200,000)	—	*	—	—	—	—	—
Dividends	—	—	—	(10,020,406)	(1,823)	—	—	(12,994)	—	(12,994)
Repurchase of ordinary shares	—	—	—	—	(1,823)	—	—	—	—	(1,823)
Accretion of convertible redeemable non-controlling interests	—	—	—	—	—	—	—	(8)	—	(8)
Exercise of share-based awards	—	—	9,620,476	654	403	—	—	—	—	1,057
Share-based compensation and vesting of share-based awards	—	—	23,123,292	1,644	2,416	—	—	—	3,623	7,683
Net income/(loss)	—	—	—	—	—	—	—	10,388	(697)	9,691
Foreign currency translation adjustments	—	—	—	—	—	—	5,131	—	2,679	7,810
Statutory reserves	—	—	—	—	—	1,887	—	(1,887)	—	—
Change of the capital from non-controlling interest shareholders	—	—	—	—	(1,801)	—	—	—	4,424	2,623
Acquisition of subsidiaries and assets	—	—	—	—	—	—	—	—	13,868	13,868
Disposal of subsidiaries	—	—	—	—	(1)	—	—	—	(391)	(392)
Share of changes in the equity investee's capital accounts	—	—	—	—	(2)	—	—	—	—	(2)
Balance as of December 31, 2022	3,179,673,067	—	—	(43,993,820)	(2,493)	184,041	(959)	29,304	60,167	273,533

* Absolute value is less than RMB1 million.

The accompanying notes are an integral part of these consolidated financial statements.

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization

JD.com, Inc. (the “Company”) is a leading supply chain-based technology and service provider, providing products and services to consumers, third-party merchants, suppliers and other business partners through its subsidiaries, consolidated variable interest entities (“VIEs”) and consolidated VIEs’ subsidiaries (collectively, the “Group”).

The Group operates e-commerce business, including online retail and online marketplace mainly through its retail mobile apps and www.jd.com website (collectively, “JD Platform”). The Group serves consumers through online retail, focusing on product selection, price and convenience, serves third-party merchants through online marketplace, offering programs that enable the merchants to sell their products on JD Platform and to fulfill the orders either by themselves or through the Group’s logistics services. Leveraging its AI capabilities and technologies, the Group provides a variety of marketing services to business partners through its proprietary advertisement technology platform. Leveraging its leading logistics network, the Group provides integrated supply chain solutions and logistics services, primarily including warehousing and distribution services, express and freight services and other value-added services to third parties, including both third-party merchants and suppliers on JD Platform and other business partners, through JD Logistics, Inc. (“JD Logistics”), the Group’s logistics subsidiary. The Group also operates healthcare business through JD Health International Inc. (“JD Health”), establishes platform for developing and managing modern infrastructure through JINGDONG Property, Inc. (“JD Property”, formerly known as JD Property Group Corporation), empowers industrial development by supply chain, technology and services through JINGDONG Industrials, Inc. (“JD Industrials”, formerly known as JD Industrial Technology Inc.) and provides on-demand retail platform services and on-demand delivery services through Dada Nexus Limited (“Dada”).

On June 18, 2020, the Company completed its global offering and the Company’s shares have been listed on the Main Board of The Stock Exchange of Hong Kong Limited (“HKEX”) under the stock code “9618”. The Company issued 152,912,100 Class A ordinary shares, including the exercise of the over-allotment option, at Hong Kong Dollar (“HK\$”) 226 per share. Net proceeds from the global offering after deducting underwriting commissions, share issuance costs and offering expenses approximately amounted to RMB31.3 billion.

On December 8, 2020 and May 28, 2021, JD Health and JD Logistics completed initial public offering (“IPO”) and the shares have been listed on the Main Board of the HKEX under the stock code “6618” and “2618”, respectively.

The Group’s principal operations and geographic markets are in the People’s Republic of China (“PRC”). The accompanying consolidated financial statements include the financial statements of the Company, its subsidiaries, consolidated VIEs and consolidated VIEs’ subsidiaries.

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization (Continued)

As of December 31, 2022, the Company's major subsidiaries, consolidated VIEs and consolidated VIEs' subsidiaries are as follows:

<u>Subsidiaries</u>	<u>Equity interest held</u>	<u>Place and date of incorporation</u>
Beijing Jingdong Century Trade Co., Ltd. ("Jingdong Century")	100%	Beijing, China, April 2007
Jiangsu Jingdong Information Technology Co., Ltd.	100%	Jiangsu, China, June 2009
Shanghai Shengdayuan Information Technology Co., Ltd. ("Shanghai Shengdayuan")	100%	Shanghai, China, April 2011
JD Logistics Holding Limited	64%	Hong Kong, China, August 2011
Jingdong Technology Group Corporation	100%	Cayman Islands, November 2011
JINGDONG Property, Inc.	77%	Cayman Islands, January 2012
JD Logistics, Inc.	64%	Cayman Islands, January 2012
JD.com E-Commerce (Technology) Hong Kong Co., Ltd.	100%	Hong Kong, China, February 2012
Jingdong E-Commerce (Trade) Hong Kong Co., Ltd.	100%	Hong Kong, China, February 2012
JD.com International Limited	100%	Hong Kong, China, February 2012
Beijing Jingdong Shangke Information Technology Co., Ltd. ("Beijing Shangke")	100%	Beijing, China, March 2012
Chongqing Jingdong Haijia E-commerce Co., Ltd. ("Chongqing Haijia")	100%	Chongqing, China, June 2014
JD.com Overseas Innovation Limited	100%	Hong Kong, China, October 2014
JD.com Investment Limited	100%	British Virgin Islands, January 2015
JD Asia Development Limited	77%	British Virgin Islands, February 2015
Suqian Hanbang Investment Management Co., Ltd.	100%	Jiangsu, China, January 2016
Xi'an Jingxundi Supply Chain Technology Co., Ltd. ("Xi'an Jingxundi")	64%	Shaanxi, China, May 2017
JD Assets Holding Limited	100%	Cayman Islands, March 2018
JD Property Holding Limited	100%	Cayman Islands, March 2018
Beijing Wodong Tianjun Information Technology Co., Ltd. ("Beijing Wodong Tianjun")	100%	Beijing, China, May 2018
JD Health International Inc.	68%	Cayman Islands, November 2018
JD Jiankang Limited	100%	British Virgin Islands, April 2019
JD Industrial Technology Limited	100%	British Virgin Islands, October 2019
JINGDONG Industrials, Inc.	81%	Cayman Islands, November 2019
Jingdong Logistics Supply Chain Co., Ltd.	64%	Jiangsu, China, June 2020
Jiangsu Huiji Space Technology Co., Ltd. ("Jiangsu Huiji")	100%	Jiangsu, China, March 2019
JD Sunflower Investment Limited	100%	British Virgin Islands, February 2016
Windcreek Limited	100%	British Virgin Islands, January 2016
Dada Nexus Limited ("Dada")	53%	Cayman Islands, July 2014
<u>Consolidated VIEs</u>		
Beijing Jingdong 360 Degree E-commerce Co., Ltd. ("Jingdong 360")		Beijing, China, April 2007
Jiangsu Yuanzhou E-commerce Co., Ltd. ("Jiangsu Yuanzhou")		Jiangsu, China, September 2010
Jiangsu Jingdong Bangneng Investment Management Co., Ltd. ("Jingdong Bangneng")		Jiangsu, China, August 2015
Xi'an Jingdong Xincheng Information Technology Co., Ltd. ("Xi'an Jingdong Xincheng")		Shaanxi, China, June 2017
Suqian Juhe Digital Enterprise Management Co., Ltd. ("Suqian Juhe")		Jiangsu, China, June 2020
<u>Consolidated VIEs' Subsidiaries</u>		
Beijing Jingbangda Trade Co., Ltd. ("Beijing Jingbangda")		Beijing, China, August 2012
Beijing Jingdong Qianshi Technology Co., Ltd.		Beijing, China, September 2018

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization (Continued)

• **Organization**

The Company was incorporated in the British Virgin Islands (“BVI”) in November 2006 and was re-domiciled in the Cayman Islands in January 2014 as an exempted company registered under the laws of the Cayman Islands.

In April 2007, April 2011, May 2017, March 2019 and June 2019, the Company established Jingdong Century, Shanghai Shengdayuan, Xi’an Jingxundi, Jiangsu Huiji and Beijing Jingdong Jiankang Co., Ltd. (“Jingdong Jiankang”) as wholly foreign-owned enterprises in the PRC, respectively. In April 2007, September 2010, August 2015, June 2017, June 2019 and June 2020, Jingdong 360, Jiangsu Yuanzhou, Jingdong Bangneng, Xi’an Jingdong Xincheng, Suqian Jingdong Tianning Jiankang Technology Co., Ltd. (“Suqian Jingdong Tianning”) and Suqian Juhe were incorporated in the PRC, respectively. The paid-in capital of each of these entities was funded by the Company, and they were established to facilitate the Group’s operation and business expansion plans and comply with the PRC laws and regulations which prohibit or restrict foreign ownership of the companies where the PRC operating licenses are required. By entering into a series of agreements, Jingdong 360, Jiangsu Yuanzhou and Jingdong Bangneng became VIEs of Jingdong Century, Xi’an Jingdong Xincheng became a VIE of Xi’an Jingxundi, Suqian Jingdong Tianning became a VIE of Jingdong Jiankang and Suqian Juhe became a VIE of Jiangsu Huiji. Consequently, Jingdong Century became the primary beneficiary of Jingdong 360, Jiangsu Yuanzhou and Jingdong Bangneng, Xi’an Jingxundi became the primary beneficiary of Xi’an Jingdong Xincheng, Jingdong Jiankang became the primary beneficiary of Suqian Jingdong Tianning and Jiangsu Huiji became the primary beneficiary of Suqian Juhe. In September 2022, the Group renewed certain agreements, among which Jiangsu Yuanzhou and Jingdong Bangneng became VIEs of Shanghai Shengdayuan and Shengdayuan became the primary beneficiary of Jiangsu Yuanzhou and Jingdong Bangneng.

• **Consolidated variable interest entities**

In order to comply with the PRC laws and regulations which prohibit or restrict foreign control of companies involved in provision of internet content and other restricted businesses, the Group operates its websites and other restricted businesses in the Chinese mainland through certain PRC domestic companies, whose equity interests are held by certain individuals (“Nominee Shareholders”). The Group obtained control over these PRC domestic companies by entering into a series of contractual arrangements with these PRC domestic companies and their respective Nominee Shareholders. These contractual agreements are substantially similar in key aspects governing the contractual arrangements with a variable interest entity of the Group, include loan agreements, exclusive purchase option agreements, exclusive technology consulting and services agreements or exclusive business cooperation agreements, as applicable, intellectual property rights license agreement, equity pledge agreements, powers of attorney, business cooperation agreement and business operation agreements. These contractual agreements can be extended at the Group’s relevant PRC subsidiaries’ options prior to the expiration date. Management concluded that these PRC domestic companies are consolidated VIEs of the Group, of which the Group is the ultimate primary beneficiary. As such, the Group consolidated the financial results of these PRC domestic companies and their subsidiaries in the Group’s consolidated financial statements. Refer to Note 2(b) to the consolidated financial statements for the principles of consolidation.

The following is a summary of the contractual agreements (collectively, “Contractual Agreements”) that the Group, through its subsidiaries, entered into with the consolidated VIEs and their Nominee Shareholders:

• **Loan agreements**

Pursuant to the relevant loan agreements, the Group’s relevant PRC subsidiaries have granted interest-free loans to the relevant Nominee Shareholders of the VIEs with the sole purpose of providing funds necessary for the capital injection to the relevant VIEs. The loans for initial and subsequent capital injections are eliminated with the capital of the relevant VIEs during consolidation. The Group’s relevant PRC subsidiaries can require the Nominee Shareholders to settle the loan amount with the equity interests of the relevant VIEs, subject to any applicable PRC laws, rules and regulations. The loan agreements are renewable upon expiration.

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization (Continued)

• *Exclusive purchase option agreements*

The Nominee Shareholders of the VIEs have granted the Group's relevant PRC subsidiaries the exclusive and irrevocable rights to purchase from the Nominee Shareholders, to the extent permitted under the PRC laws and regulations, part or all of the equity interests in these entities for a purchase price equal to the lowest price permitted by the PRC laws and regulations. The Group's relevant PRC subsidiaries may exercise such option at any time. In addition, the VIEs and their Nominee Shareholders have agreed that without prior written consent of the Group's relevant PRC subsidiaries, they will not transfer or otherwise dispose the equity interests or declare any dividend.

• *Exclusive technology consulting and services agreements or exclusive business cooperation agreements*

The Group's relevant PRC subsidiaries and relevant VIEs entered into exclusive technology consulting and services agreements or exclusive business cooperation agreements, as applicable, under which the relevant VIEs engage the Group's relevant PRC subsidiaries as their exclusive provider of technical platform and technical support, business support, maintenance and other services. The VIEs shall pay to the Group's relevant PRC subsidiaries service fees determined based on the volume and market price of the service provided. All the benefits and interests generated from the agreements, including but not limited to intellectual property rights, know-how and trade secrets, will be the Group's relevant PRC subsidiaries' sole and exclusive rights. During the term of the agreements, the relevant VIEs may not enter into any agreement with third parties for the provision of identical or similar services without prior consent of the Group's relevant PRC subsidiaries.

• *Equity pledge agreements*

Pursuant to the relevant equity pledge agreements, the Nominee Shareholders of the VIEs have pledged all of their equity interests in the relevant VIEs to the Group's relevant PRC subsidiaries as collateral for all of their payments due to the Group's relevant PRC subsidiaries and to secure their obligations under the above agreements. The Nominee Shareholders may not transfer or assign the equity interests, the rights and obligations in the equity pledge agreements or create or permit to create any pledges which may have an adverse effect on the rights or benefits of the Group's relevant PRC subsidiaries without the Group's relevant PRC subsidiaries' preapproval. The Group's relevant PRC subsidiaries are entitled to transfer or assign in full or in part the equity interests pledged. In the event of default, the Group's relevant PRC subsidiaries as the pledgee, will be entitled to request immediate repayment of the loans or to dispose of the pledged equity interests through transfer or assignment.

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization (Continued)

• ***Powers of attorney***

Pursuant to the irrevocable powers of attorney, each of the Nominee Shareholders appointed any person designated by the Group's relevant PRC subsidiaries as their attorney-in-fact to exercise all shareholder rights under the PRC laws and the relevant articles of association, including but not limited to, voting on their behalf on all matters requiring shareholder approval, disposing of all or part of the Nominee Shareholders' equity interests, and electing, appointing or removing directors and the general managers of the VIEs. Each power of attorney will remain in force during the period when the Nominee Shareholders continue to be the shareholders of the VIEs. Each of the Nominee Shareholders has waived all the rights which have been authorized to the person designated by the Group's relevant PRC subsidiaries under each power of attorney.

• ***Business operation agreements***

Pursuant to the business operation agreements, the relevant Nominee Shareholders of the VIEs must appoint the candidates nominated by the Group's relevant PRC subsidiaries to be the directors on the VIEs' board of directors in accordance with applicable laws and the articles of association of the VIEs, and must cause the persons recommended by the Group's relevant PRC subsidiaries to be appointed as the VIEs' general manager, chief financial officer and other senior executives.

• ***Risks in relations to the VIE structure***

The Company believes that the contractual arrangements among its subsidiaries, the VIEs and their owners are in compliance with the current PRC laws and legally enforceable. However, uncertainties in the interpretation and enforcement of the PRC laws, regulations and policies could limit the Company's ability to enforce these contractual arrangements. As a result, the Company may be unable to consolidate the VIEs and VIEs' subsidiaries in the consolidated financial statements. The Company's ability to control the VIEs also depends on the authorization by the shareholders of the VIEs to exercise voting rights on all matters requiring shareholders' approval in the VIEs. The Company believes that the agreements on authorization to exercise shareholders' voting power are legally enforceable. In addition, if the legal structure and contractual arrangements with the VIEs are found to be in violation of any future PRC laws and regulations, the Company may be subject to fines or potentially be forced to relinquish Company's interests in those operations. The Company believes the possibility that it will no longer be able to control and consolidate the VIEs as a result of the aforementioned risks is remote.

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization (Continued)

The following table sets forth the assets, liabilities, results of operations and changes in cash, cash equivalents, and restricted cash of the consolidated VIEs (where appropriate, the term “VIEs” also refers to its subsidiaries as a whole) structured by the Contractual Agreements, which have eliminated the intercompany transactions within the consolidated VIEs:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Total assets	80,138	78,162
Total liabilities	77,858	74,553

	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
	(RMB in millions)		
Total net revenues	86,054	117,419	134,516
Net income/(loss)	(422)	(3,069)	1,137

	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
	(RMB in millions)		
Net cash provided by operating activities	9,912	1,593	5,434
Net cash used in investing activities	(11,053)	(10,089)	(4,498)
Net cash provided by/(used in) financing activities	2,659	11,611	(1,306)
Net increase/(decrease) in cash, cash equivalents, and restricted cash	1,518	3,115	(370)
Cash, cash equivalents, and restricted cash at beginning of year	927	2,445	5,560
Cash, cash equivalents, and restricted cash at end of year	<u>2,445</u>	<u>5,560</u>	<u>5,190</u>

As of December 31, 2021 and 2022, the total assets of the Group’s consolidated VIEs excluding the intra-company balances and transactions within the Group were RMB77,734 million and RMB71,527 million, respectively, which were consisting of cash and cash equivalents, restricted cash, short-term investments, accounts receivable, net, inventories, net, investment securities, investment in equity investees, property, equipment and software, net, operating lease right-of-use assets and prepayments and other assets. As of December 31, 2021 and 2022, the total liabilities of the consolidated VIEs after eliminating the intra-company balances and transactions within the Group were RMB32,642 million and RMB39,368 million, respectively, which were consisting of short-term debts, accounts payable, operating lease liabilities, long-term borrowings, accrued expenses and other liabilities.

For the years ended December 31, 2020, 2021 and 2022, the total net revenues of the Group’s consolidated VIEs were RMB36,976 million, RMB59,124 million and RMB72,666 million, respectively, which have been reflected in the Group’s consolidated financial statements with the intra-company transactions within the Group eliminated.

JD.com, Inc.
Notes to the Consolidated Financial Statements

1. Principal activities and organization (Continued)

In accordance with the Contractual Agreements, the Group's relevant PRC subsidiaries have the power to direct activities of the Group's consolidated VIEs, and can have assets transferred out of the Group's consolidated VIEs. Therefore, the Group's relevant PRC subsidiaries consider that there is no asset in the Group's consolidated VIEs that can be used only to settle their obligations except for registered capitals and the PRC statutory reserves of the Group's consolidated VIEs amounting to RMB3,217 million as of December 31, 2022. As the Group's consolidated VIEs are incorporated as limited liability companies under the PRC Company Law, the creditors do not have recourse to the general credit of the Group's relevant PRC subsidiaries for all the liabilities of the Group's consolidated VIEs. As of December 31, 2021 and 2022, the total shareholders' equity of the Group's consolidated VIEs was RMB1,535 million and RMB3,609 million, respectively.

Currently there is no contractual arrangement that could require the Group's relevant PRC subsidiaries or the Group to provide additional financial support to the Group's consolidated VIEs. As the Group conducts certain businesses in the Chinese mainland through the consolidated VIEs, the Group may provide additional financial support on a discretionary basis in the future, which could expose the Group to a loss.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies

a. Basis of presentation

The consolidated financial statements of the Group have been prepared in accordance with the accounting principles generally accepted in the United States of America ("U.S. GAAP"). Significant accounting policies followed by the Group in the preparation of the accompanying consolidated financial statements are summarized below. All amounts, except for share, per share data or otherwise noted, are rounded to the nearest million.

b. Principles of consolidation

The consolidated financial statements include the financial statements of the Company, its subsidiaries and the consolidated VIEs for which the Company is the ultimate primary beneficiary. Subsidiaries are those entities in which the Company, directly or indirectly, controls more than one half of the voting power; or has the power to govern the financial and operating policies, to appoint or remove the majority of the members of the board of directors, or to cast a majority of votes at the meeting of directors.

A consolidated VIE is an entity in which the Company, or its subsidiaries, through the Contractual Arrangements, bear the risks of, and enjoy the rewards normally associated with, ownership of the entity, and therefore the Company or its subsidiaries are the primary beneficiary of the entity.

All transactions and balances among the Company, its subsidiaries and the consolidated VIEs have been eliminated upon consolidation.

c. Reclassifications

Certain reclassifications have been made to the prior years' consolidated financial statements to conform to the current year's presentation. These reclassifications had no impact on net income/(loss), shareholders' equity, or cash flows as previously reported.

d. Non-controlling interests

For the Company's consolidated subsidiaries and VIEs, non-controlling interests are recognized to reflect the portion of their equity that is not attributable, directly or indirectly, to the Company as the controlling shareholder. Non-controlling interests are classified as a separate line item in the equity section of the Group's consolidated balance sheets and have been separately disclosed in the Group's consolidated statements of operations and comprehensive income/(loss) to distinguish the interests from that of the Company.

e. Use of estimates

The preparation of the consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, related disclosures of contingent liabilities at the balance sheet date, and the reported revenues and expenses during the reported period in the consolidated financial statements and accompanying notes. Significant accounting estimates are used for, but not limited to, returns allowance, vendor rebates and customer incentives, determination of the stand-alone selling price ("SSP"), the valuation and recognition of share-based compensation arrangements, taxation, fair value of assets and liabilities acquired in business combinations, fair value of certain equity investees, assessment for impairment of long-lived assets, investment in equity investees, investment securities and goodwill, allowance for doubtful accounts including expected credit losses, inventory reserve for excess and obsolete inventories, lower of cost and net realizable value of inventories, depreciable lives of property, equipment and software, useful lives of intangible assets, the discount rate for lease and consolidation of VIEs. Actual results may differ materially from those estimates.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

e. Use of estimates (Continued)

In March 2020, the World Health Organization declared the outbreak of a disease caused by a novel strain of the coronavirus (“COVID-19”) to be a pandemic. After the initial outbreak of the COVID-19, some instances of COVID-19 infections have emerged from time to time. China continuously optimized and adjusted COVID-19 prevention and control measures with the aim of protecting health, and lifted most of the travel restrictions and quarantine requirements in December 2022. The COVID-19 pandemic has created and may continue to create significant uncertainty in the macroeconomic environment which, in addition to other unforeseen effects of this pandemic, may adversely impact the Group’s results of operations. The extent to which COVID-19 would impact the results of operations is contingent on the future developments of the outbreak, including constant updates concerning the global severity of and actions needed to contain the outbreak, which are highly uncertain and unpredictable. Due to the uncertainty and the economic implications on global economics conditions from the COVID-19 pandemic, certain estimates and assumptions may change in the near term.

f. Foreign currency translation

The Group’s reporting currency is RMB. The functional currency of the Group’s entities incorporated in Cayman Islands, BVI, Hong Kong, Singapore and the United States of America is U.S. dollars (“US\$”). The Group’s PRC subsidiaries and consolidated VIEs determined their functional currency to be RMB. The Group’s entities incorporated in the Republic of Indonesia, Japan, France, Australia and other jurisdictions generally use their respective local currencies as their functional currencies. The determination of the respective functional currency is based on the criteria of ASC Topic 830, *Foreign Currency Matters*.

Transactions denominated in currencies other than functional currency are translated into functional currency at the exchange rates quoted by authoritative banks prevailing at the dates of the transactions. Exchange gains and losses resulting from those foreign currency transactions denominated in a currency other than the functional currency are recorded as a component of others, net in the consolidated statements of operations and comprehensive income/(loss). Total exchange gains/(losses) were a loss of RMB90 million, a gain of RMB42 million and a gain of RMB114 million for the years ended December 31, 2020, 2021 and 2022, respectively.

The consolidated financial statements of the Group are translated from the functional currency into RMB. Assets and liabilities denominated in foreign currencies are translated into RMB using the applicable exchange rates at the balance sheet date. Equity accounts other than earnings generated in current year are translated into RMB at the appropriate historical rates. Revenues, expenses, gains and losses are translated into RMB using the periodic average exchange rates. The resulting foreign currency translation adjustments are recorded in accumulated other comprehensive income/(loss) as a component of shareholders’ equity. Total foreign currency translation adjustments to the Group’s other comprehensive income/(loss) were a loss of RMB7,955 million, a loss of RMB2,872 million and a gain of RMB7,810 million for the years ended December 31, 2020, 2021 and 2022, respectively.

g. Convenience translation

Translations of the consolidated balance sheets, the consolidated statements of operations and comprehensive income/(loss) and the consolidated statements of cash flows from RMB into US\$ as of and for the year ended December 31, 2022 are solely for the convenience of the readers and were calculated at the rate of US\$1.00=RMB6.8972, representing the noon buying rate set forth in the H.10 statistical release of the U.S. Federal Reserve Board on December 30, 2022. No representation is made that the RMB amounts could have been, or could be, converted, realized or settled into US\$ at that rate on December 31, 2022, or at any other rate.

h. Cash and cash equivalents

Cash and cash equivalents consist of cash on hand, money market fund investments, time deposits and highly liquid investments which have original maturities of three months or less.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

i. Restricted cash

Cash that is restricted as to withdrawal or for use or pledged as security is reported separately on the face of the consolidated balance sheets, and is included in the total cash, cash equivalents, and restricted cash in the consolidated statements of cash flows. The Group's restricted cash mainly represents security deposits held in designated bank accounts for issuance of bank acceptance and letter of guarantee.

j. Short-term investments

Short-term investments mainly include wealth management products, which are certain deposits with variable interest rates or principal not-guaranteed with certain financial institutions. Starting from 2021, the Group elects the fair value option to record wealth management products with variable interest rates and deposits indexed to foreign exchange with maturities less than one year at fair value in accordance with ASC 825 *Financial Instruments*. Changes in the fair value are reflected in the consolidated statements of operations and comprehensive income/(loss). The Group also holds deposits that earn fixed interest rate return only if the Group hold the securities to maturity. As the Group has the positive intent and ability to hold the deposits to maturity, they are classified as held-to-maturity and recorded at amortized cost. Prior to 2021, the Group recorded equity classified securities at fair market value with fair value change gains or losses recorded in interest income in the consolidated statements of operations and comprehensive income/(loss) and recorded debt classified securities as available-for-sale debt securities and held-to-maturity securities. Available-for-sale securities were reported at fair value, with unrealized gains and losses recorded in accumulated other comprehensive income. Realized gains or losses were included in interest income in the consolidated statements of operations and comprehensive income/(loss) during the period in which the gain or loss was realized.

In addition, short-term investments are also comprised of time deposits placed with banks with original maturities longer than three months but less than one year.

k. Accounts receivable, net

Accounts receivable mainly represent amounts due from customers and online payment channels and are recorded net of allowance for doubtful accounts.

The Group, in collaboration with Jingdong Technology Holding Co., Ltd. ("JD Technology", formerly known as Jingdong Digits Technology Holding Co., Ltd), provides consumer financing to the qualified customers in the online retail business, such consumer financing receivables are recorded as accounts receivable. Due to the legacy contractual arrangements with JD Technology, the Group remains as the legal owner of the consumer financing receivables, where JD Technology performs the related credit assessment.

JD Technology is obligated to purchase the consumer financing receivables past due over certain agreed period of time from the Group at carrying values to absorb the risks, as such, no allowance for doubtful accounts were provided. The Group, in collaboration with JD Technology, periodically securitizes consumer financing receivables through the transfer of those assets to securitization vehicles, please refer to Note 2(v).

Other than the accounts receivable arising from the consumer financing, the Group evaluates its accounts receivable for expected credit losses on a regular basis. The Group maintains an estimated allowance for credit losses to reduce its accounts receivable to the amount that it believes will be collected. The Group uses the length of time a balance has been outstanding, the payment history, creditworthiness and financial conditions of the customers and industry trend as credit quality indicators to monitor the Group's receivables within the scope of expected credit losses model, along with reasonable and supportable forecasts as a basis to develop the Group's expected loss estimates. The Group adjusts the allowance percentage periodically when there are significant differences between estimated bad debts and actual bad debts. If there is strong evidence indicating that the accounts receivable is likely to be unrecoverable, the Group also makes specific allowance in the period in which a loss is determined to be probable. Accounts receivable balances are written off after all collection efforts have been exhausted.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

l. Inventories, net

Inventories, consisting of products available for sale, are stated at the lower of cost and net realizable value. Cost of inventories is determined using the weighted average cost method. Adjustments are recorded to write down the cost of inventories to the estimated net realizable value due to slow-moving merchandise and damaged goods, which is dependent upon factors such as inventory aging, historical and forecasted consumer demand, and market conditions that impact pricing. The Group takes ownership, risks and rewards of the products purchased, but has arrangements to return unsold goods with certain vendors. Write downs are recorded in cost of revenues in the consolidated statements of operations and comprehensive income/(loss).

The Group also provides fulfillment-related services in connection with the Group's online marketplace. Third-party merchants maintain ownership of their inventories and therefore these products are not included in the Group's inventories.

m. Loan receivables, net

Loan receivables represent the consumer financing, in collaboration with JD Technology, provided to qualified individual customers on the Group's online marketplace. Due to the legacy contractual arrangements with JD Technology, the Group remains as the legal owner of the consumer financing receivables, including such loan receivables, where JD Technology performs the related credit assessment and absorbs the credit risks. The loan terms extended to the customers generally range from 1 month to 24 months. As JD Technology is obligated to purchase the receivables past due over certain agreed period of time from the Group at carrying values to absorb the credit risks, no provision for doubtful accounts was recorded for the years ended December 31, 2020, 2021 and 2022. The loan receivables were measured at amortized cost and reported in the consolidated balance sheets at outstanding principal. As of December 31, 2021 and 2022, the loan receivables with the collection period less than one year amounting to RMB1,817 million and RMB2,131 million, respectively, were classified into prepayments and other current assets in the consolidated balance sheets. As of December 31, 2021 and 2022, the loan receivables with the collection period over one year amounting to RMB733 million and RMB142 million, respectively, were classified into other non-current assets in the consolidated balance sheets. Cash paid for loan originations and cash received from loan repayments are classified as investing activities in the consolidated statements of cash flows. The Group, in collaboration with JD Technology, periodically securitizes loan receivables through the transfer of those assets to securitization vehicles, please refer to Note 2(v).

n. Property, equipment and software, net

Property, equipment and software are stated at cost less accumulated depreciation and impairment. Property, equipment and software are depreciated at rates sufficient to write off their costs less impairment and residual value, if any, over the estimated useful lives on a straight-line basis. The estimated useful lives of major property, equipment and software are as follows:

<u>Category</u>	<u>Estimated useful lives</u>
Electronic equipment	3-5 years
Office equipment	5 years
Vehicles	3-6 years
Logistics, warehouse and other heavy equipment	5-10 years
Leasehold improvement	Over the shorter of the expected life of leasehold improvements or the lease term
Software	3-5 years
Land	Indefinite
Building	40 years
Building improvement	5-10 years

Repairs and maintenance costs are charged to expenses as incurred, whereas the costs of renewals and betterment that extend the useful lives of property, equipment and software are capitalized as additions to the related assets. Retirements, sales and disposals of assets are recorded by removing the costs, accumulated depreciation and impairment with any resulting gain or loss recognized in the consolidated statements of operations and comprehensive income/(loss).

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

o. Construction in progress

Direct costs that are related to the construction of property, equipment and software and incurred in connection with bringing the assets to their intended use are capitalized as construction in progress. Construction in progress is transferred to specific property, equipment and software items and the depreciation of these assets commences when the assets are ready for their intended use. As of December 31, 2021 and 2022, construction in progress in the amount of RMB5,817 million and RMB11,161 million, respectively, were primarily relating to the construction of office buildings and warehouses.

p. Land use rights, net

Land use rights are recorded at cost less accumulated amortization. Amortization is provided on a straight-line basis over the estimated useful lives which are 18 to 50 years and represent the shorter of the estimated usage periods or the terms of the agreements.

q. Intangible assets, net

Intangible assets purchased from third parties are initially recorded at cost and amortized on a straight-line basis over the estimated economic useful lives. The Group performs valuation of the intangible assets arising from business combination to determine the fair value to be assigned to each asset acquired. The Group determines the fair value using the appropriate approach which requires management to make significant estimates and assumptions. The acquired intangible assets are recognized and measured at fair value and are expensed or amortized using the straight-line approach over the estimated economic useful lives of the assets.

The estimated useful lives of major intangible assets are as follows:

<u>Category</u>	<u>Estimated useful lives</u>
Non-compete	5-8 years
Domain names and trademarks	5-20 years
Customer relationship	3-10 years
Technology and others	3-10 years

r. Goodwill

Goodwill represents the excess of the purchase price over the fair value of the identifiable assets and liabilities acquired in a business combination.

Goodwill is not depreciated or amortized but is tested for impairment on an annual basis as of December 31, and in between annual tests when an event occurs or circumstances change that could indicate that the asset might be impaired. In accordance with ASU 2017-04, *Intangibles—Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment* (“ASU 2017-04”) issued by the Financial Accounting Standards Board (“FASB”) guidance on testing of goodwill for impairment, the Group first assesses qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If as a result of its qualitative assessment, that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is mandatory. Otherwise, no further testing is required. The quantitative impairment test consists of a comparison of the fair value of each reporting unit with its carrying amount, including goodwill. If the carrying amount of each reporting unit exceeds its fair value, an impairment loss equal to the difference between the fair value of the reporting unit and its carrying amount will be recorded.

Application of a goodwill impairment test requires significant management judgment, including the identification of reporting units, assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value of each reporting unit. The judgment in estimating the fair value of reporting units includes estimating future cash flows, determining appropriate discount rates, consideration of the impact of COVID-19, and making other assumptions. Changes in these estimates and assumptions could materially affect the determination of fair value for each reporting unit.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

s. Investment in equity investees

Investment in equity investees represents the Group's investments in privately held companies, publicly traded companies and private equity funds. The Group applies the equity method of accounting to account for an equity investment, in common stock or in-substance common stock, according to ASC Topic 323, *Investment—Equity Method and Joint Ventures* ("ASC 323"), over which it has significant influence but does not own a majority equity interest or otherwise control.

An investment in in-substance common stock is an investment in an entity that has risk and reward characteristics that are substantially similar to that entity's common stock. The Group considers subordination, risks and rewards of ownership and obligation to transfer value when determining whether an investment in an entity is substantially similar to an investment in that entity's common stock.

Under the equity method, the Group's share of the post-acquisition profits or losses of the equity investees are recorded in share of results of equity investees in the consolidated statements of operations and comprehensive income/(loss) and its share of post-acquisition movements of accumulated other comprehensive income/(loss) are recorded in accumulated other comprehensive income/(loss) as a component of shareholders' equity. The Group records its share of the results of equity investments in publicly listed companies and certain privately held companies on one quarter in arrears basis. The excess of the carrying amount of the investment over the underlying equity in net assets of the equity investee represents goodwill and intangible assets acquired. When the Group's share of losses in the equity investee equals or exceeds its interest in the equity investee, the Group does not recognize further losses, unless the Group has incurred obligations or made payments or guarantees on behalf of the equity investee, or the Group holds other investments in the equity investee.

The Group continually reviews its investment in equity investees under equity method to determine whether a decline in fair value to below the carrying value is other-than-temporary. The primary factors the Group considers in its determination are the duration and severity of the decline in fair value, the financial condition, operating performance and the prospects of the equity investee, and other company specific information such as recent financing rounds. If the decline in fair value is deemed to be other-than-temporary, the carrying value of the equity investee is written down to fair value.

Private equity funds pursue various investment strategies, including event driven and multi-strategy. Investments in private equity funds generally are not redeemable due to the closed-ended nature of these funds. These private equity funds, over which the Group does not have the ability to exercise significant influence, are accounted for under the existing practical expedient in ASC Topic 820, *Fair Value Measurements and Disclosures* ("ASC 820") to estimate fair value using the net asset value per share (or its equivalent) of the investment ("NAV practical expedient").

The Group's equity investments without readily determinable fair values, which do not qualify for NAV practical expedient and over which the Group does not have the ability to exercise significant influence through the investments in common stock or in substance common stock, are accounted for under the measurement alternative (the "Measurement Alternative") in accordance with ASU 2016-01, *Financial Instruments—Overall (Subtopic 825-10)—Recognition and Measurement of Financial Assets and Financial Liabilities* ("ASU 2016-01"). Under the Measurement Alternative, the carrying value is measured at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for identical or similar investments of the same issuer. All gains and losses on these investments, realized and unrealized, are recognized in others, net in the consolidated statements of operations and comprehensive income/(loss). The Group makes assessment of whether an investment is impaired based on performance and financial position of the investee as well as other evidence of market value at each reporting date. Such assessment includes, but is not limited to, reviewing the investee's cash position, recent financing, as well as the financial and business performance. The Group recognizes an impairment loss equal to the difference between the carrying value and fair value in others, net in the consolidated statements of operations and comprehensive income/(loss) if there is any. When the investments become qualified for use of the equity method, the Group remeasures the previously held interest in the investments at fair value, if any observable price changes in orderly transactions identified for an identical or a similar investment, immediately before it applying the equity method, in accordance with ASU 2020-01, *Investments—Equity Securities (Topic 321), Investments—Equity Method and Joint Ventures (Topic 323)*.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

t. Investment securities

The Group invests in marketable equity securities to meet business objectives. These marketable securities are classified as investments with readily determinable fair values, which are reported at fair value in the consolidated balance sheets, the unrealized gains and losses on equity securities are recorded in others, net in the consolidated statements of operations and comprehensive income/(loss) under ASU 2016-01.

u. Impairment of long-lived assets

Long-lived assets are evaluated for impairment whenever events or changes in circumstances (such as a significant adverse change to market conditions that will impact the future use of the assets) indicate that the carrying value of an asset or an asset group may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets by comparing the carrying value of the asset or the asset group to an estimate of future undiscounted cash flows expected to be generated from the use of the asset or the asset group and its eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying value of the asset or the asset group, the Group recognizes an impairment loss based on the excess of the carrying value of the asset or the asset group over its fair value.

v. Nonrecourse securitization debt and transfer of financial assets

The Group, in collaboration with JD Technology, periodically securitizes accounts receivable and loan receivables arising from consumer financing through the transfer of those assets to securitization vehicles. The securitization vehicles then issue (1) debt securities to third-party investors and JD Technology, or (2) trust beneficiary rights to the Group which are immediately transferred to third-party investors, collateralized by the transferred assets. The asset-backed debt securities issued by the securitization vehicles and the trust beneficiary rights transferred by the Group are nonrecourse to the Group and are payable only out of collections on their respective underlying collateralized assets.

The securitization vehicles are considered variable interest entities pursuant to ASC Topic 810, *Consolidation*. The Group will consolidate the securitization vehicles when economic interests are retained in the form of subordinated interests, and acting as the servicer of securitization vehicles. Accordingly, the Group is precluded from recording the related transfers of assets in securitization transactions as sales. Asset-backed debt securities issued by the consolidated securitization vehicles are accounted for as the financing type transactions.

The Group does not consolidate the securitization vehicles when no economic interests are retained by the Group, and the Group has no continuing involvements, including the servicer of the securitization vehicles. Transfers are accounted for as sale and corresponding transferred accounts receivable are de-recognized in the consolidated balance sheets pursuant to ASC Topic 860, *Transfers and Servicing* (“ASC 860”), only if they meet all of the three criteria: (i) the transferred financial assets have been isolated from the transferor and its creditor, (ii) each transferee has the rights to pledge or exchange the transferred assets, or the transferor has no continuing involvement with the transferred financial assets, and (iii) the transferor does not maintain effective control over the transferred financial assets or third-party beneficial interests related to those transferred assets. Otherwise, the transfers of the assets are accounted for as a financing type transaction if the conditions in ASC 860-10-40-5 are not met. The under common control relationship of the transferor and transferee should be ignored when applying ASC 860, as long as the transferee is not consolidated by the transferor. The gain/loss recorded upon the sale accounting was immaterial for the periods presented.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

w. Unsecured senior notes and long-term borrowings

Unsecured senior notes are recognized initially at fair value, net of debt discounts or premiums and debt issuance costs. Debt discounts or premiums and debt issuance costs are recorded as a reduction of the principal amount and the related accretion is recorded as interest expense in the consolidated statements of operations and comprehensive income/(loss) over the maturities of the notes using the effective interest method.

Long-term borrowings are recognized at carrying amount. Interest expense is accrued over the estimated term of the facilities and recorded in the consolidated statements of operations and comprehensive income/(loss).

x. Fair value

Accounting guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurement for assets and liabilities required or permitted to be recorded at fair value, the Group considers the principal or most advantageous market in which it would transact and it considers assumptions that market participants would use when pricing the asset or liability.

The Group measures certain financial assets, including investments under the equity method on other-than-temporary basis, investments under the Measurement Alternative, intangible assets, goodwill and fixed assets at fair value when an impairment charge is recognized.

Accounting guidance establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Accounting guidance establishes three levels of inputs that may be used to measure fair value:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Include other inputs that are directly or indirectly observable in the marketplace.

Level 3—Unobservable inputs which are supported by little or no market activity.

Accounting guidance also describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

y. Revenues

Consistent with the criteria of ASC Topic 606, *Revenue from Contracts with Customers* (“ASC 606”), the Group recognizes revenues when the Group satisfies a performance obligation by transferring a promised good or service (that is, an asset) to a customer. An asset is transferred when the customer obtains control of that asset.

In accordance with ASC 606, the Group evaluates whether it is appropriate to record the gross amount of product sales and related costs or the net amount earned as commissions. When the Group is a principal, that the Group obtains control of the specified goods or services before they are transferred to the customers, the revenues should be recognized in the gross amount of consideration to which it expects to be entitled in exchange for the specified goods or services transferred. When the Group is an agent and its obligation is to facilitate third parties in fulfilling their performance obligation for specified goods or services, the revenues should be recognized in the net amount for the amount of commission which the Group earns in exchange for arranging for the specified goods or services to be provided by other parties. Revenues are recorded net of value added taxes.

The Group recognizes revenues net of discounts and return allowances when the products are delivered and title is passed to customers. Significant judgement is required to estimate return allowances. For online retail business with return conditions, the Group reasonably estimates the possibility of return based on the historical experience, changes in judgments on these assumptions and estimates could materially impact the amount of net revenues recognized. As of December 31, 2021 and 2022, liabilities for return allowances were RMB618 million and RMB743 million, respectively, which were included in “Accrued expenses and other current liabilities”. The rights to recover products from customers associated with the Group’s liabilities for return allowances are the Group’s assets, which were RMB660 million and RMB785 million as of December 31, 2021 and 2022, respectively, and were included in “Prepayments and other current assets”.

The Group also sells prepaid cards which can be redeemed to purchase products sold on the JD Platform. In accordance with ASC 606, the cash collected from the sales of prepaid cards is initially recorded in advance from customers in the consolidated balance sheets and subsequently recognized as revenues upon the sales of the respective products through redemption of prepaid cards are completed. The Group recognizes revenue from estimated unredeemed prepaid cards over the expected customer redemption periods, rather than waiting until prepaid cards expire or when the likelihood of redemption becomes remote in accordance with ASC 606.

Revenue arrangements with multiple deliverables are divided into separate units of accounting based on the SSP of each separate unit. In instances where SSP is not directly observable, such as the Group does not have vendor-specific objective evidence or third-party evidence of the selling prices of the deliverables, considerations are allocated using estimated selling prices. Determining the SSP of each separate unit may require significant judgments, and significant assumptions and estimates have been made in estimating the relative selling price of each single-element.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

y. Revenues (Continued)

Net Product Revenues

The Group recognizes the product revenues from the online retail business on a gross basis as the Group is acting as a principal in these transactions and is responsible for fulfilling the promise to provide the specified goods. Revenues from the sales of electronics and home appliance products were RMB400,927 million, RMB492,592 million and RMB515,945 million, and revenues from the sales of general merchandise products were RMB250,952 million, RMB323,063 million and RMB349,117 million, for the years ended December 31, 2020, 2021 and 2022, respectively. The Group's net product revenues were mainly generated by the JD Retail segment.

Net Service Revenues

The Group charges commission fees to third-party merchants for participating in the Group's online marketplace, where the Group generally is acting as an agent and its performance obligation is to arrange for the provision of the specified goods or services by those third-party merchants. Upon successful sales, the Group charges the third-party merchants a negotiated amount or a fixed rate commission fee based on the sales amount. Commission fee revenues are recognized on a net basis at the point of delivery of products, net of return allowances.

The Group provides marketing services to third-party merchants, suppliers and other business partners on its various website channels and third-party marketing affiliate's websites, including but not limited to pay for performance marketing services on which the customers are charged based on effective clicks on their product information, and display advertising services that allow customers to place advertisements on various websites. The Group recognizes revenues from pay for performance marketing services based on effective clicks, and recognizes revenues from display advertising services ratably over the period during which the advertising services are provided or on the number of times that the advertisement has been displayed based on cost per thousand impressions. The Group did not enter into material advertising-for-advertising barter transactions for the periods presented.

The Group opens its fulfillment infrastructure by offering integrated supply chain solutions and logistics services to third parties through JD Logistics, primarily including warehousing and distribution services, express and freight delivery services and other value-added services. Revenues generated from these services are primarily recognized over time as the Group performs the services in the contracts because of the continuous transfer of control to the customers.

JD Plus memberships provide the Group's core customers with a better shopping experience, access to an evolving suite of benefits that represent a single stand-ready obligation. Subscriptions are paid for at the time of or in advance of delivering the services. Revenues from such arrangements are recognized over the subscription period.

The Group offers comprehensive customer services, primarily include 7*24 hours customer services to respond to customers' post-sales requests, return and exchange services to facilitate customers' return, exchange and repair of defective goods. These services are free of charge. The Group also provides return/exchange logistics services to the customers, of which the revenues recognized were not material for the periods presented.

The Group also provides on-demand retail platform services and on-demand delivery services through Dada. For on-demand retail platform services, the Group acts as an agent and charges the retailer a fixed rate commission fee based on the sales amount and commission fee revenues on a net basis at the point of delivery of merchandise upon successful sales. For on-demand delivery services, the Group acts as an agent and recognizes revenue on a net basis at the point of delivery of merchandise. In addition, the Group fulfills the delivery needs of retailers and other business customers on Dada's platforms, the Group has determined that it acts as the principal in these transactions and recognizes revenues on a gross basis at a fixed rate or a pre-determined amount for each completed delivery.

Revenues from online marketplace and marketing services were RMB53,473 million, RMB72,118 million and RMB81,970 million for the years ended December 31, 2020, 2021 and 2022, respectively, which were mainly generated by the JD Retail segment. Revenues from logistics and other services were RMB40,450 million, RMB63,819 million and RMB99,204 million, for the years ended December 31, 2020, 2021 and 2022, respectively, which were mainly generated by the JD Logistics segment.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

z. Contract balances

Timing of revenue recognition may differ from the timing of invoicing to customers. Accounts receivable represent amounts invoiced and revenues recognized prior to invoicing when the Group has satisfied the Group's performance obligation and has the unconditional rights to payment. The balances of accounts receivable, net of allowance for doubtful accounts were RMB11,900 million and RMB20,576 million as of December 31, 2021 and 2022, respectively.

Unearned revenues consist of payments received or awards to customers related to unsatisfied performance obligation at the end of the period, included in current and non-current deferred revenues and advance from customers in the Group's consolidated balance sheets. As of December 31, 2021, the Group's total unearned revenues were RMB29,184 million, of which RMB22,103 million was recognized as revenues for the year ended December 31, 2022. The Group's total unearned revenues were RMB33,325 million as of December 31, 2022.

The Group applied a practical expedient to expense costs as incurred for costs to obtain a contract with a customer when the amortization period would have been one year or less. These costs include certain partner sales incentive programs. The Group has no material incremental costs of obtaining contracts with customers that the Group expects the benefit of those costs to be longer than one year which need to be recognized as assets.

aa. Customer incentives and loyalty programs

The Group provides two types of discounted coupons, referred to as D Coupons and J Coupons, for free to its customers to incentivize purchase.

- D Coupons are given to a customer upon current purchase or can be given for free to promote future purchases. This coupon requires the customer to make future purchase of a minimum value in order to enjoy the value provided by the coupon. The rights to purchase discounted products in the future are not considered as a separate performance obligation under ASC 606, as the discount does not represent a material rights to the customer. The Group assesses the significance of the discount by considering its percentage of the total future minimum purchase value, historical usage pattern by the customers and relative outstanding volume and monetary value of D Coupons compared to the other discounts offered by the Group. D Coupons are accounted for as a reduction of revenues on the future purchase.
- J Coupons are given to a customer upon their qualified purchase or can be given for free to promote future purchases and are to be used on a future purchase, with no limitation as to the minimum value of the future purchase. Accordingly, the Group has determined that J Coupons awarded are considered as a separate performance obligation within the scope of ASC 606, as J Coupons represent a material rights to the customer. Therefore, the delivered products and J Coupons awarded are treated as two distinct performance obligations identified in the contract. The total sales consideration is allocated based on management's best estimate of the relative SSP of each performance obligation. The amount allocated to J Coupons is deferred and recognized when J Coupons are redeemed or at the coupon's expiration, whichever occurs first. J Coupons have an expiration of one year after issuance. For the years ended December 31, 2020, 2021 and 2022, the amounts of expired J Coupons were not material.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

aa. Customer incentives and loyalty programs (Continued)

Registered customers may also earn J Beans, which were launched based on certain activities performed on the Group's website by the customers such as purchasing merchandise or reviewing their buying experiences. J Beans can be used as cash to buy any products sold by the Group, which will directly reduce the amount paid by the customer, or redeemed for D Coupons that can be used in certain shops on JD Platform. The Group considers J Beans awarded from sales of products and reviewing buying experiences to be part of its revenue generating activities. Thus J Beans are considered to be a separate performance obligation identified in the contract. Therefore, the sales consideration is allocated to the products and J Beans based on the relative SSP of the products and J Beans awarded. Consideration allocated to J Beans is initially recorded as deferred revenues, and recognized as revenues when J Beans are used or expired. J Beans will expire at the subsequent year end after issuance. For the years ended December 31, 2020, 2021 and 2022, the amounts of expired J Beans were not material.

bb. Cost of revenues

Cost of revenues consists primarily of purchase price of products, inbound shipping charges, write-downs of inventories, traffic acquisition costs related to online marketing services, and cost related to logistics services provided to third parties.

cc. Rebates and subsidies

The Group periodically receives considerations from certain vendors, representing rebates for products sold and subsidies for the sales of the vendors' products over a period of time. The rebates are not sufficiently separable from the Group's purchase of the vendors' products and they do not represent a reimbursement of costs incurred by the Group to sell vendors' products. The Group accounts for the rebates received from its vendors as a reduction to the prices it pays for the products purchased and therefore the Group records such amounts as a reduction of cost of revenues when recognized in the consolidated statements of operations and comprehensive income/(loss). Rebates are earned upon reaching minimum purchase thresholds for a specified period. When volume rebates can be reasonably estimated based on the Group's past experiences and current forecasts, a portion of the rebates is recognized as the Group makes progress towards the purchase threshold. Subsidies are calculated based on the volume of products sold through the Group and are recorded as a reduction of cost of revenues when the sales have been completed and the amount is determinable.

dd. Fulfillment

Fulfillment expenses consist primarily of (i) expenses incurred in operating the Group's fulfillment centers, customer service centers and physical stores, including personnel cost and expenses attributable to buying, receiving, inspecting and warehousing inventories, picking, packaging, and preparing customer orders for shipment, processing payment and related transaction costs, (ii) expenses charged by third-party couriers for dispatching and delivering the Group's products, (iii) lease expenses of warehouses, delivery and pickup stations, and physical stores, and (iv) depreciation and amortization of logistics and electronic equipment. The cost related to logistics services provided to third parties is classified in cost of revenues in the consolidated statements of operations and comprehensive income/(loss). Shipping cost included in fulfillment expenses amounted to RMB23,088 million, RMB27,786 million and RMB28,958 million for the years ended December 31, 2020, 2021 and 2022, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

ee. Marketing

Marketing expenses consist primarily of advertising costs, public relations expenditures, and payroll and related expenses for employees involved in marketing and business development activities. The Group pays commissions to participants in the associates program when their customer referrals result in successful product sales and records such costs in marketing in the consolidated statements of operations and comprehensive income/(loss).

Advertising costs, which consist primarily of online advertising, offline television, movie and outdoor advertising, and incentive programs to attract or retain consumers for the Group's online marketplace, are expensed as incurred, and totaled RMB23,088 million, RMB32,704 million and RMB29,898 million for the years ended December 31, 2020, 2021 and 2022, respectively.

ff. Research and development

Research and development expenses consist primarily of payroll and related expenses for research and development employees involved in designing, developing and maintaining technology platform, and application of artificial intelligence, big data and cloud technologies and services, and technology infrastructure costs. Technology infrastructure costs include servers and other equipment depreciation, bandwidth and data center costs, rent, utilities and other expenses necessary to support the Group's internal and external business. Research and development expenses are expensed as incurred. Software development costs are recorded in "Research and development" as incurred as the costs qualifying for capitalization have been insignificant.

gg. General and administrative

General and administrative expenses consist primarily of employee related expenses for general corporate functions, including accounting, finance, tax, legal and human relations; costs associated with these functions including facilities and equipment depreciation expenses, rental and other general corporate related expenses.

hh. Share-based compensation

The Group grants restricted share units ("RSUs") and share options of the Company and its subsidiaries to eligible employees and non-employees. The Group accounts for share-based awards issued to employees and non-employees in accordance with ASC Topic 718 *Compensation—Stock Compensation*.

Employees' share-based awards, non-employees' share-based awards and the founder's share-based awards are measured at the grant date fair value of the awards and recognized as expenses a) immediately at grant date if no vesting conditions are required; or b) using graded vesting method, net of estimated forfeitures, over the requisite service period, which is the vesting period.

All transactions in which goods or services are received in exchange for equity instruments are accounted for based on the fair value of the consideration received or the fair value of the equity instrument issued, whichever is more reliably measurable.

The Group uses binomial option-pricing model or other appropriate methods to estimate the fair value of share options. The determination of estimated fair value of share-based payment awards on the grant date is affected by the fair value of the Company's ordinary shares as well as assumptions regarding a number of complex and subjective variables. These variables include the expected value volatility of the Company over the expected term of the awards, actual and projected employee share option exercise behaviors, a risk-free interest rate, exercise multiple and expected dividend yield, if any.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

hh. Share-based compensation (Continued)

Determination of estimated fair value of the Company's subsidiaries before they were publicly listed requires complex and subjective judgments due to their limited financial and operating history, unique business risks and limited public information on companies in China similar to the Company's subsidiaries. The Company estimates the Company's subsidiaries' enterprise value for purposes of recording share-based compensation, and the information considered by the Company mainly include but are not limited to the pricing of recent rounds of financing, future cash flow forecasts, discount rates, and liquidity factors.

The Group recognizes the estimated compensation cost of RSUs based on the fair value of its ordinary shares on the date of the grant. The Group recognizes the compensation cost, net of estimated forfeitures, over a vesting term for service-based RSUs.

The Group also recognizes the compensation cost of performance-based share awards, net of estimated forfeitures, if it is probable that the performance condition will be achieved at the end of each reporting period.

Forfeitures are estimated at the time of grant and revised in the subsequent periods if actual forfeitures differ from those estimates.

A change in the terms or conditions of a share-based award, or cancellation of a share-based award accompanied by the concurrent grant of a replacement award is accounted for as a modification (that is, an exchange of the original award for a new award), unless the award's fair value, vesting conditions, and classification as an equity instrument are the same as immediately before and after the change. The Group recognized incremental compensation cost for an amount equal to the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. Therefore, in relation to the modified award, the Group recognized share-based compensation over the vesting periods of the modified award.

ii. Income tax

Current income taxes are provided on the basis of net income for financial reporting purposes, adjusted for income and expense items which are not assessable or deductible for income tax purposes, in accordance with the regulations of the relevant tax jurisdictions. The Group follows the liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on the temporary differences between the financial statements carrying amounts and tax bases of existing assets and liabilities by applying enacted statutory tax rates that will be in effect in the period in which the temporary differences are expected to reverse. The Group records a valuation allowance to reduce the amount of deferred tax assets if based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax assets will not be realized. The effect on deferred taxes of a change in tax rates is recognized in the consolidated statements of operations and comprehensive income/(loss) in the period of change. Deferred tax assets and liabilities are classified as non-current in the consolidated balance sheets.

The Group recognizes in its consolidated financial statements the benefit of a tax position if the tax position is "more likely than not" to prevail based on the facts and technical merits of the position. Tax positions that meet the "more likely than not" recognition threshold are measured at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. The Group estimates its liability for unrecognized tax benefits which are periodically assessed and may be affected by changing interpretations of laws, rulings by tax authorities, changes and/or developments with respect to tax audits, and expiration of the statute of limitations. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in some cases, appeal or litigation process. The actual benefits ultimately realized may differ from the Group's estimates. As each audit is concluded, adjustments, if any, are recorded in the Group's consolidated financial statements in the period in which the audit is concluded. Additionally, in future periods, changes in facts, circumstances and new information may require the Group to adjust the recognition and measurement estimates with regard to individual tax positions. Changes in recognition and measurement estimates are recognized in the period in which the changes occur. As of December 31, 2021 and 2022, the Group did not have any significant unrecognized uncertain tax positions.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

jj. Leases

In accordance with ASC Topic 842, *Leases* (“ASC 842”), The Group, using the modified retrospective transition approach through a cumulative-effect adjustment in the period of adoption rather than retrospectively adjusting prior periods and the package of practical expedients, categorizes leases with contractual terms longer than twelve months as either operating or finance lease. However, the Group has no finance leases for any of the periods presented.

Right-of-use (“ROU”) assets represent the Group’s rights to use underlying assets for the lease term and lease liabilities represent the Group’s obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term, reduced by lease incentives received, plus any initial direct costs, using the discount rate for the lease at the commencement date. As the implicit rate in lease is not readily determinable for the Group’s operating leases, the Group generally use the incremental borrowing rate based on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The Group’s lease terms may include options to extend or terminate the lease when it is reasonably certain that the Group will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term. The Group accounts for lease and non-lease components separately.

The Group also enters into sale and leaseback transactions. The Group acts as the seller-lessee, transfers its assets to a third-party entity (the buyer-lessor) and then leases the transferred assets back from the buyer-lessor at an arm-length rental price. Upon consideration of ASC Topic 842-40-25-1 and ASC 606, the transfer of the underlying assets is considered as sales, and according to ASC 842, the leaseback transaction is classified as an operating lease. Therefore, the sale and the leaseback of the underlying assets are separately accounted for by the Group. Upon completion of the transaction, the legal titles of these assets are transferred to the third-party entity (the buyer-lessor), and the Group derecognizes these transferred assets and recognizes gains or losses from disposal of these assets in accordance with ASC Topic 360, *Property, Plant and Equipment*. The leaseback transactions are accounted for under ASC 842, and the ROU assets and lease liabilities are recognized at commencement date accordingly.

The Group leases warehouses, offices, and store space to third-parties. The arrangements are in the nature of operating lease which is neither a sales-type nor direct-financing lease. As such, the underlying assets remain on the Group’s balance sheet at their carrying value and continue to depreciate the assets based on the estimated useful life. Rental revenue should be recognized on a straight-line basis (or another systematic basis if that basis is more representative of the pattern in which income is earned from the underlying assets over the term of the respective lease). The Group records an unbilled rent receivable, which is the amount by which straight-line rental revenue exceeds rents currently billed in accordance with the lease.

kk. Comprehensive income/(loss)

Comprehensive income/(loss) is defined as the changes in equity of the Group during a period from transactions and other events and circumstances excluding transactions resulting from investments from shareholders and distributions to shareholders. Comprehensive income/(loss) for the periods presented primarily includes net income/(loss), change in unrealized gains/(losses) on available-for-sale debt securities and foreign currency translation adjustments.

ll. Net income/(loss) per share

Basic net income/(loss) per share is computed by dividing net income/(loss) attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period. For the calculation of diluted net income/(loss) per share, the weighted average number of ordinary shares is adjusted by the effect of dilutive potential ordinary shares, including unvested RSUs and ordinary shares issuable upon the exercise of outstanding share options using the treasury stock method. Additionally, the Company takes into account the effect of dilutive shares of entities in which the Company holds equity interests. The dilutive impacts from equity interests mainly include equity investments accounted for using the equity method and the consolidated subsidiaries. The effect mentioned above is not included in the calculation of the diluted income/(loss) per share when inclusion of such effect would be anti-dilutive.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

mm. Segment reporting

Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker (“CODM”), or decision making group, in deciding how to allocate resources and in assessing performance. The Group’s CODM is the Chief Executive Officer.

Before 2021, the Group’s principal operations were organized into two major business segments, JD Retail and New Businesses, which were defined based on the products and services provided. JD Retail mainly consisted of online retail, online marketplace and marketing services in China. New Businesses included logistics services provided to third parties, overseas business, technology initiatives, as well as asset management services to logistics property investors and sale of development properties by JD Property.

Beginning with the first quarter of 2021, the Group implemented certain segment reporting changes to better reflect its recently optimized organizational structure and business developments. The major changes in segment information mainly include: (1) Reported the results of JD Logistics as a new standalone segment. JD Logistics listed on the Main Board of HKEX on May 28, 2021. (2) Moved the results of Jingxi and the internal business of JD Property from JD Retail to New Businesses. The changes relate to the realignment of JD Retail in connection with the establishment of the new Jingxi business group and the closing of JD Property Series A Preference Shares financing. As a result, the Group reported three segments, JD Retail, JD Logistics and New Businesses in 2021. JD Retail mainly consisted of online retail, online marketplace and marketing services in China. JD Logistics included both internal and external logistics businesses. New Businesses mainly included JD Property, Jingxi, overseas businesses and technology initiatives.

The Group consolidated Dada since February 28, 2022 and reported the results of Dada as a new standalone segment. The Group also consolidated China Logistics Property Holdings Co., Ltd. (“CNLP”) through JD Property since March 1, 2022 and reported the results of CNLP in the New Businesses segment. In addition, the Group has consolidated Ningbo Meishan Baoshui Area Deppon Investment Holding Company Limited (“Deppon Holdco”) except the Excluded Business as defined in Note 7 since July 26, 2022 and reported the results of Deppon Holdco except the Excluded Business as defined in Note 7 in the JD Logistics segment. As a result, the Group now reports four segments, JD Retail, JD Logistics, Dada and New Businesses. JD Retail mainly consists of online retail, online marketplace and marketing services in China. JD Logistics includes both internal and external logistics businesses. Dada is a local on-demand delivery and retail platform in China. New Businesses mainly include JD Property, Jingxi, overseas businesses and technology initiatives.

These changes align with the manner in which the Group’s CODM uses financial information to evaluate the performance of, and to allocate resources to, each of the segments. The prior periods’ segment operating results have been retrospectively recast to conform to current period presentation.

nn. Statutory reserves

The Company’s subsidiaries and consolidated VIEs established in the Chinese mainland are required to make appropriations to certain non-distributable reserve funds.

In accordance with the laws applicable to the Foreign Investment Enterprises established in the PRC, the Group’s subsidiaries registered as wholly-owned foreign enterprise have to make appropriations from their after-tax profits (as determined under generally accepted accounting principles in the PRC (“PRC GAAP”)) to reserve funds including general reserve fund, enterprise expansion fund and staff bonus and welfare fund. The appropriation to the general reserve fund must be at least 10% of the after-tax profits calculated in accordance with the PRC GAAP. Appropriation is not required if the general reserve fund has reached 50% of the registered capital of the company. Appropriations to the enterprise expansion fund and staff bonus and welfare fund are made at the respective company’s discretion.

In addition, in accordance with the PRC Company Laws, the Group’s consolidated VIEs, registered as Chinese domestic companies, must make appropriations from their after-tax profits as determined under the PRC GAAP to non-distributable reserve funds including statutory surplus fund and discretionary surplus fund. The appropriation to the statutory surplus fund must be 10% of the after-tax profits as determined under the PRC GAAP. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of the company. Appropriation to the discretionary surplus fund is made at the discretion of the respective company.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

nn. Statutory reserves (Continued)

The use of the general reserve fund, enterprise expansion fund, statutory surplus fund and discretionary surplus fund are restricted to the offsetting of losses or increasing of the registered capital of the respective company. The staff bonus and welfare fund is a liability in nature and is restricted to fund payments of special bonus to employees and for the collective welfare of employees. None of these reserves are allowed to be transferred to the company in terms of cash dividends, loans or advances, nor can they be distributed except under liquidation.

For the years ended December 31, 2020, 2021 and 2022, profit appropriation to statutory surplus fund for the Group's entities incorporated in the Chinese mainland was approximately RMB74 million, RMB53 million and RMB1,887 million, respectively. No appropriation to other reserve funds was made for any of the periods presented.

oo. Recent accounting pronouncements

Recently adopted accounting pronouncements

In August 2020, the FASB issued ASU 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity, which simplifies the accounting for convertible instruments by reducing the number of accounting models available for convertible debt instruments. This guidance also eliminates the treasury stock method to calculate diluted earnings per share for convertible instruments and requires the use of the if-converted method. For public companies, the guidance is effective for fiscal years beginning after December 15, 2021, and interim periods within those fiscal years. Early adoption is permitted. The Group adopted this standard beginning January 1, 2022 and the impact was not material to the consolidated financial statements.

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832): Disclosure by Business Entities about Government Assistance (ASU 2021-10), which improves the transparency of government assistance received by most business entities by requiring the disclosure of: (1) the types of government assistance received; (2) the accounting for such assistance; and (3) the effect of the assistance on a business entity's financial statements. This guidance is effective in the year ended December 31, 2022, with early adoption permitted. The Group adopted this standard in the year ended December 31, 2022 and the impact was not material to the consolidated financial statements.

JD.com, Inc.
Notes to the Consolidated Financial Statements

2. Summary of significant accounting policies (Continued)

oo. Recent accounting pronouncements (Continued)

Recently issued accounting pronouncements not yet adopted

In October 2021, the FASB issued ASU 2021-08, which amends ASC 805 to “require acquiring entities to apply Topic 606 to recognize and measure contract assets and contract liabilities in a business combination.” Under current GAAP, an acquirer generally recognizes such items at fair value on the acquisition date. According to the FASB, this update is intended “to improve the accounting for acquired revenue contracts with customers in a business combination by addressing diversity in practice and inconsistency related to the following: a. Recognition of an acquired contract liability; b. Payment terms and their effect on subsequent revenue recognized by the acquirer.” For public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The amendments in this update should be applied prospectively to business combinations occurring on or after the effective date of the amendments. The adoption of this standard is not expected to have a material impact on the Group’s consolidated financial statements.

In June 2022, the FASB issued ASU 2022-03, which (1) clarifies the guidance in ASC 820 on the fair value measurement of an equity security that is subject to a contractual sale restriction and (2) requires specific disclosures related to such an equity security. ASU 2022-03 clarifies that a “contractual sale restriction prohibiting the sale of an equity security is a characteristic of the reporting entity holding the equity security” and is not included in the equity security’s unit of account. Accordingly, an entity should not consider the contractual sale restriction when measuring the equity security’s fair value (i.e., the entity should not apply a discount related to the contractual sale restriction, as stated in ASC 820-10-35-36B as amended by the ASU). In addition, the ASU prohibits an entity from recognizing a contractual sale restriction as a separate unit of account. For public business entities, the guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within those fiscal years, with early adoption permitted. The adoption of this standard is not expected to have a material impact on the Group’s consolidated financial statements.

In September 2022, the FASB issued ASU 2022-04 to enhance transparency about an entity’s use of supplier finance programs. ASU 2022-04 requires the buyer in a supplier finance program to disclose qualitative and quantitative information about the program, and at a minimum, the following at least annually: (1) the key terms of the program; including payment terms and assets pledged as security or other forms of guarantees; (2) the amount of obligations outstanding at the end of the reporting period that the buyer has confirmed as valid; a description of where those obligations are presented in the balance sheet; rollforward information for the annual period showing the amount at the beginning of the period, the amount added during the period, the amount settled during the period, and the amount outstanding at the end of the period. The amendments in are effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, except for the amendment on rollforward information, which is effective for fiscal years beginning after December 15, 2023. Early adoption is permitted. The Group is currently evaluating the impact of the amendments on its consolidated financial statements.

JD.com, Inc.
Notes to the Consolidated Financial Statements

3. Concentration and risks

Concentration of customers and suppliers

There are no customers or suppliers from whom revenues or purchases individually represent greater than 10% of the total revenues or the total purchases of the Group for the years ended December 31, 2020, 2021 and 2022.

Concentration of credit risk

Assets that potentially subject the Group to significant concentrations of credit risk primarily consist of cash and cash equivalents, restricted cash, accounts receivable, short-term investments and certain wealth management products in other non-current assets. The maximum exposure of such assets to credit risk is their carrying amounts as of the balance sheet dates. As of December 31, 2021 and 2022, majority of the Group's cash and cash equivalents, restricted cash and short-term investments were held at major financial institutions located in the Chinese mainland and Hong Kong which the management believes are of high credit quality. Bank failure is uncommon in China and the Group believes that those Chinese banks that hold the Group's cash and cash equivalents, restricted cash, short-term investments and certain wealth management products in other non-current assets are financially sound based on publicly available information. Accounts receivable are typically unsecured and are mainly derived from revenues earned from customers in the PRC. The risk with respect to accounts receivable is mitigated by credit evaluations the Group performs on its customers and its ongoing monitoring processes of outstanding balances. Besides, JD Technology performs the related credit assessment of the consumer financing receivables recorded in the Group's consolidated balance sheets. JD Technology purchases the consumer financing receivables past due over certain agreed period of time from the Group at carrying values without recourse and also agrees to bear other cost directly related to the consumer financing business to absorb the risks.

Currency convertibility risk

The PRC government imposes controls on the convertibility of RMB into foreign currencies. The Group's cash and cash equivalents, restricted cash, short-term investments and time deposits with maturities more than one year in other non-current assets denominated in RMB that are subject to such government controls amounted to RMB99,174 million and RMB146,152 million as of December 31, 2021 and 2022, respectively. The value of RMB is subject to changes in the central government policies and to international economic and political developments affecting supply and demand in the PRC foreign exchange trading system market. In the PRC, certain foreign exchange transactions are required by law to be transacted only by authorized financial institutions at exchange rates set by the People's Bank of China (the "PBOC"). Remittances in currencies other than RMB by the Group in the Chinese mainland must be processed through the PBOC or other Chinese foreign exchange regulatory bodies which require certain supporting documentation in order to process the remittance.

Foreign currency exchange rate risk

The RMB has fluctuated against the US\$, at times significantly and unpredictably during the reporting periods. The appreciation and depreciation of the RMB against the US\$ was approximately 2% and 8% for the years ended December 31, 2021 and 2022, respectively. It is difficult to predict how market forces or the PRC or U.S. government policy may impact the exchange rate between the RMB and the US\$ in the future.

4. Restricted cash

To meet the requirements of specific business operations, primarily including secured deposits held in designated bank accounts for issuance of bank acceptance and letter of guarantee, the Group held restricted cash of RMB5,926 million and RMB6,254 million as of December 31, 2021 and 2022, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

5. Fair value measurement

As of December 31, 2021 and 2022, information about inputs into the fair value measurement of the Group's assets and liabilities that are measured at fair value on a recurring basis in periods subsequent to their initial recognition is as follows:

Description	Fair Value as of December 31, 2021	Fair value measurement at reporting date using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
(RMB in millions)				
Assets:				
Restricted cash	5,926	—	5,926	—
Short-term investments				
Wealth management products	77,010	—	77,010	—
Investment securities				
Listed equity securities	19,088	19,088	—	—
Total assets	102,024	19,088	82,936	—

Description	Fair Value as of December 31, 2022	Fair value measurement at reporting date using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
(RMB in millions)				
Assets:				
Restricted cash	6,254	—	6,254	—
Short-term investments				
Wealth management products	71,496	—	71,496	—
Investment securities				
Listed equity securities	11,611	11,611	—	—
Other non-current assets				
Wealth management products	2,649	—	2,649	—
Total assets	92,010	11,611	80,399	—

When available, the Group uses quoted market prices to determine the fair value of an asset or liability. If quoted market prices are not available, the Group will measure fair value using valuation techniques that use, when possible, current market-based or independently sourced market parameters, such as interest rates and currency rates. Following is a description of the valuation techniques that the Group uses to measure the fair value of assets that the Group reports in its consolidated balance sheets at fair value on a recurring basis.

Short-term investments

Wealth management products with maturities of within one year. The Group elected the fair value option to record wealth management products with variable interest rates and deposits indexed to foreign exchange with maturities less than one year and accounted them at fair value since 2021. The Group values its wealth management products using alternative pricing sources and models utilizing market observable inputs, and accordingly the Group classifies the valuation techniques that use these inputs as Level 2. For the years ended December 31, 2021 and 2022, gain of RMB1,514 million and RMB1,921 million resulting from changes in fair value of the products under fair value option was recorded in others, net, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

5. Fair value measurement (Continued)

Investment securities

Listed equity securities. The Group values its listed equity securities using quoted prices for the underlying securities in active markets, and accordingly, the Group classifies the valuation techniques that use these inputs as Level 1.

For the years ended December 31, 2020, 2021 and 2022, the unrealized gains/(losses) of the investment securities were a gain of RMB18,722 million, a loss of RMB9,344 million and a loss of RMB4,304 million, respectively, which are recognized in others, net in the consolidated statements of operations and comprehensive income/(loss).

The material investment securities are set out as below:

In 2017, the Group invested in China United Network Communications Limited (“China Unicom”) with a total consideration of RMB5,000 million. In 2022, the Group sold approximately 15.2% of its investments in China Unicom. For the years ended December 31, 2020, 2021 and 2022, the unrealized gain/(loss) related to the investment in China Unicom was a loss of RMB1,047 million, a loss of RMB388 million and a gain of RMB341 million, respectively.

In 2017, 2018 and 2019, the Group invested in Vipshop Holdings Ltd. (“Vipshop”) with a total consideration of RMB3,917 million. For the years ended December 31, 2020 and 2021, the unrealized gain/(loss) related to the investment in Vipshop was a gain of RMB4,272 million and a loss of RMB6,560 million, respectively. In 2022, the Group sold its investment in Vipshop. The realized loss over the entire period of holding this investment is RMB839 million.

In 2018, the Group invested in ESR Cayman Limited (“ESR”) with a total consideration of RMB1,952 million. The Group accounted for the investment in ESR at fair value upon its completion of IPO on the HKEX in 2019. In 2020 and 2022, the Group sold approximately 8.0% and 6.3% of its remaining investment in ESR, respectively. For the years ended December 31, 2020, 2021 and 2022, the unrealized gain/(loss) related to the investment in ESR was a gain of RMB1,632 million, a loss of RMB396 million and a loss of RMB1,722 million, respectively.

Other non-current assets

Wealth management products with maturities of more than one year. The Group elected the fair value option to record wealth management products with variable interest rates with maturities more than one year and accounted them at fair value. The Group values its wealth management products using alternative pricing sources and models utilizing market observable inputs, and accordingly the Group classifies the valuation techniques that use these inputs as Level 2. For the year ended December 31, 2022, a loss of RMB137 million resulting from changes in fair value of the products under fair value option was recorded in others, net.

JD.com, Inc.
Notes to the Consolidated Financial Statements

5. Fair value measurement (Continued)

Other financial instruments

The followings are other material financial instruments not measured at fair value in the consolidated balance sheets, but for which the fair value is estimated for disclosure purposes.

Time deposits. Time deposits with original maturities of three months or less have been classified as cash equivalents in the consolidated balance sheets. Time deposits with original maturities of longer than three months and maturities of less than one year have been classified as short-term investments in the consolidated balance sheets. The fair value of the Group's time deposits is determined based on the prevailing interest rates in the market, which have been categorized as Level 2 in the fair value hierarchy. As of December 31, 2021 and 2022, the fair value of time deposits classified as cash equivalents and short-term investments amounted to RMB39,282 million and RMB86,780 million, respectively. As of December 31, 2021 and 2022, time deposits with maturities of more than one year with the fair value of RMB5,427 million and RMB100 million, respectively, have been classified as other non-current assets in the consolidated balance sheets. The carrying value of time deposits approximates to fair value.

Held-to-maturity debt securities. Wealth management products that the Group has positive intent and ability to hold to maturity are accounted for as held-to-maturity debt securities, classified as short-term investments in the consolidated balance sheets. The fair value of the Group's held-to-maturity debt securities is determined based on the prevailing interest rates in the market, which have been categorized as Level 2 in the fair value hierarchy. As of December 31, 2021 and 2022, the fair value of held-to-maturity debt securities amounted to RMB3,008 million and RMB4,725 million, respectively. The carrying value of held-to-maturity debt securities approximates to fair value.

Unsecured senior notes. The Group determines the fair value of its unsecured senior notes using quoted prices in less active markets, and accordingly the Group categorizes the unsecured senior notes as Level 2 in the fair value hierarchy. As of December 31, 2021 and 2022, the fair value of unsecured senior notes amounted to RMB10,020 million and RMB9,045 million, respectively.

Short-term receivables and payables. Accounts receivable and prepayments and other current assets are financial assets with carrying values that approximate to fair value due to their short-term nature. Accounts payable, advance from customers (exclude contract liabilities) and accrued expenses and other current liabilities, are financial liabilities with carrying values that approximate to fair value due to their short-term nature. The Group classifies the valuation techniques that use these inputs as Level 2 in the fair value hierarchy.

Short-term debts and long-term borrowings. Interest rates under the borrowing agreements with the lending parties were determined based on the prevailing interest rates in the market. The carrying value of short-term debts and long-term borrowings approximates to fair value. The Group classifies the valuation techniques that use these inputs as Level 2 in the fair value hierarchy.

Assets and liabilities measured at fair value on a nonrecurring basis

Investment in equity investees. Investments in privately held companies and publicly traded companies included in investment in equity investees in the consolidated balance sheets are reviewed periodically for impairment using fair value measurement. The primary factors that the Group considers include the duration and severity that the fair value of the investment is below its carrying value; post-balance sheet date fair value of the investment; the financial condition, operating performance, strategic collaboration with and the prospects of the investee; the economic or technological environment in which the investee operates; and other entity specific information such as recent financing rounds completed by the investee companies. When the qualitative assessment indicates impairment, the investments in privately held companies without readily determinable fair value were measured using significant unobservable inputs (Level 3) as of December 31, 2021 and 2022, and the impairment charges of RMB202 million, RMB119 million and RMB504 million were recorded in others, net in the consolidated statements of operations and comprehensive income/(loss) for the years ended December 31, 2020, 2021 and 2022, respectively. As of December 31, 2021 and 2022, the accumulated impairment of the Group's investments in privately held companies under the Measurement Alternative was RMB2,779 million and RMB2,610 million, respectively. The valuation methodology used to estimate the fair value of investments in publicly traded companies (Level 1) and privately held companies accounted for under the equity method (Level 3) and associated impairment charges are discussed in Note 8.

JD.com, Inc.
Notes to the Consolidated Financial Statements

6. JD Technology reorganization

In the first half of 2017, the Group entered into a series of definitive agreements relating to the reorganization of JD Technology. Pursuant to the definitive agreements, the Group disposed all its equity stake of 68.6% in JD Technology so that it held neither legal ownership nor effective control of JD Technology, received RMB14.3 billion in cash and is entitled to a royalty and software technical services fee of 40% of the future pre-tax profit of JD Technology when JD Technology has a positive pre-tax income on a cumulative basis. In addition, the Group would be able to convert its profit sharing right with respect to JD Technology into 40% of JD Technology's equity interest, subject to applicable regulatory approvals. Upon the completion of the reorganization on June 30, 2017, JD Technology was deconsolidated from the Group. After JD Technology's additional round of financing in 2018, the Group's percentage of JD Technology's pre-tax profit sharing has been diluted to approximately 36%, and if permitted by the regulation, the Group is entitled to convert its profit-sharing right into approximately 36% of JD Technology's equity interest.

In June 2020, the Group entered into agreements with JD Technology, pursuant to which the Group has, through a consolidated PRC domestic company, acquired an aggregate of 36.8% equity interest in JD Technology by converting the profit sharing right and investing additional RMB1.78 billion in cash in JD Technology. In addition, in June 2020, the shareholders of JD Technology passed a unanimous resolution to restructure JD Technology as a company limited by shares and adopt the dual class voting structure. As a result of this dual class voting shareholding structure, the Group held approximately 18.7% voting power of JD Technology. The transaction has been completed in June 2020. Accordingly, subsequent to the completion of the transaction, investment in JD Technology has been accounted for using equity method, as the Group has significant influence but does not own a majority equity interest or otherwise control. The Group and JD Technology are both controlled by Mr. Richard Qiangdong Liu before and after the transaction, so the acquisition of JD Technology's equity interest was achieved through an under the common control transaction.

Pursuant to the supplemental agreement entered between JD Technology and its shareholders in June 2020, upon certain redemption events of JD Technology, the Group and Suqian Dongtai Jinrong Investment Management Center, Suqian Mingjin Chuangyuan Enterprise Management Consulting Partnership, Mr. Richard Qiangdong Liu have the obligation to make up the shortfall (if any) of the redemption price to the other shareholders of JD Technology when all other means are exhausted, and the shortfall is capped by the proceeds from the sales of the guarantor's shares of JD Technology. As the Group and JD Technology both are entities under common control of Mr. Richard Qiangdong Liu, the Group is therefore exempted from recording a guarantee liability in its consolidated financial statements. Based on the Group's assessment, the chance to settle the guarantee obligation by the Group is not probable as of December 31, 2022.

On March 31, 2021, the Group entered into definitive agreements with JD Technology relating to the reorganization of the Group's cloud computing and artificial intelligence business ("JD Cloud & AI"). Pursuant to the definitive agreements, the Group transferred JD Cloud & AI and additional RMB4 billion in cash, as consideration in exchange for newly issued ordinary shares of JD Technology. To support the smooth business transition of JD Cloud & AI, the Group also transferred some equipment and reserved some restricted share units of the Group for the employees of JD Cloud & AI, for which JD Technology paid cash consideration. Upon completion of the transactions on March 31, 2021, JD Cloud & AI was deconsolidated from the Group's consolidated financial statements, and the Group's equity interest in JD Technology increased from 36.8% to 41.7%. The Group and JD Technology are both controlled by Mr. Richard Qiangdong Liu before and after the transaction, so the acquisition of JD Technology's equity interest was achieved through an under the common control transaction.

JD.com, Inc.
Notes to the Consolidated Financial Statements

7. Business acquisition

Acquisition of Dada

In February 2022, the Group acquired additional number of ordinary shares of Dada, China's leading local on-demand delivery and retail platform, for a total consideration of US\$800 million with a combination of cash and certain strategic resources to Dada. The Group held, taking into account its existing shareholding, approximately 52% of Dada's issued and outstanding shares and consolidated the financial results of Dada into the Group's consolidated financial statements since February 28, 2022.

The Group recognized a remeasurement gain of RMB72 million associated with the previously held equity interests of Dada in "Share of results of equity investees". The fair value of the previously held equity interests was determined by the market price of shares of Dada at the acquisition date. Details of the equity interests of Dada accounted for equity method prior to the acquisition is disclosed in Note 8.

The purchase price as of the date of acquisition is comprised of:

	<u>Amounts</u> <u>(RMB in millions)</u>
Cash	3,452
Business cooperation agreement as consideration of the acquisition	1,606
Fair value of previously held equity interests	5,702
Total	<u>10,760</u>

The transaction was considered a business acquisition and therefore was recorded using the acquisition method of accounting. The allocation of the purchase price based on the fair values of the acquired assets and liabilities assumed as of the date of acquisition is summarized as follows:

	<u>Amounts</u> <u>(RMB in millions)</u>
Net assets acquired	7,549
Newly identified and appreciation of intangible assets	
- Trademarks and domain names	805
- Technology	525
- Relationship with riders	640
- Consumer base	120
Premium not reflected in goodwill	3,623
Goodwill	4,542
Deferred tax liabilities	(522)
Non-controlling interests	(6,522)
Total	<u>10,760</u>

The premium not reflected in goodwill was recognized as a loss of RMB3,623 million in "others, net" resulting from the change of Dada's share price prior to the closing of the acquisition.

Net assets acquired primarily consisted of cash and cash equivalents and restricted cash of RMB4,623 million as of the date of acquisition. Acquired amortizable intangible assets had a weighted-average amortization period of 7.0 years. Fair value of the non-controlling interests was determined by the market price of shares of Dada at the acquisition date.

Goodwill arising from the acquisition of Dada was attributable to the benefit of expected synergies, the assembled workforce, revenue growth and future market development as of the date of acquisition and assigned to Dada reporting unit of RMB3,144 million and JD Retail reporting unit of RMB1,398 million on the basis of the expected synergies from the acquisition of Dada. Goodwill arising from the acquisition is not expected to be deductible for tax purposes.

JD.com, Inc.
Notes to the Consolidated Financial Statements

7. Business acquisition (Continued)

Acquisition of Dada (Continued)

Had the acquisition date of Dada been January 1, 2021, the revenue and net loss of the Group would have been RMB956.8 billion and RMB6.3 billion in 2021, respectively, and the revenue and net income of the Group would have been RMB1,047.2 billion and RMB9.5 billion in 2022, respectively. The pro-forma information is for illustrative purposes only and is not necessarily an indication of revenue and results of operations of the Group that actually would have been achieved had the acquisition been completed on January 1, 2021, nor is it intended to be a projection of future results. The pro-forma amounts have been calculated after adjusting the results of Dada to reflect the additional amortization that would have been charged assuming the fair value adjustments to intangible assets had been applied from January 1, 2021.

Acquisition of CNLP

In September 2021, the Group, through JD Property, entered into a sale and purchase agreement to acquire additional shares of CNLP, which is principally engaged in the leasing of storage facilities and the related management services and was listed on the Main Board of the HKEX, representing approximately 26.38% of the issued share capital of CNLP. In accordance with relevant listing rules, JD Property was required to make an offer for all the issued shares of CNLP and an offer for all the outstanding convertible bonds of CNLP. As of March 1, 2022, JD Property obtained all the outstanding convertible bonds and certain number of CNLP's issued and outstanding shares with a cash consideration of HK\$13,066 million. The Group obtained control of CNLP since it assigned all the board members of CNLP on March 1, 2022 and held approximately 80% of shareholding interests. Prior to the acquisition, the Group held 10.6% of the issued share capital of CNLP and measured its investment in CNLP at fair value. The fair value of the previously held equity interests was determined by the market price of shares of CNLP at the acquisition date.

The purchase price as of the date of acquisition is comprised of:

	<u>Amounts</u> <u>(RMB in millions)</u>
Cash	10,538
Fair value of previously held equity interests	1,293
Total	11,831

The transaction was considered a business acquisition and therefore was recorded using the acquisition method of accounting. The allocation of the purchase price based on the fair values of the acquired assets and liabilities assumed as of the date of acquisition is summarized as follows:

	<u>Amounts</u> <u>(RMB in millions)</u>
Net assets acquired	4,309
Appreciation of property, equipment and software, construction in progress and land use rights	10,908
Goodwill	1,586
Deferred tax liabilities	(2,679)
Non-controlling interests	(2,293)
Total	11,831

Net assets acquired primarily consisted of property, equipment and software, construction in progress and land use rights of RMB12,026 million and borrowings of RMB8,886 million as of the date of acquisition. Fair value of the non-controlling interests was determined based on the market price of shares of CNLP at the acquisition date.

Goodwill arising from the acquisition of CNLP was attributable to the benefit of expected synergies, the assembled workforce, revenue growth and future market development as of the date of acquisition and recorded in New Businesses segment. Goodwill arising on the acquisition is not expected to be deductible for tax purposes.

JD.com, Inc.
Notes to the Consolidated Financial Statements

7. Business acquisition (Continued)

Acquisition of CNLP (Continued)

From March to July 2022, the Group acquired the remaining equity interest in CNLP with a total consideration of HK\$3,072 million (RMB2,637 million), which is treated as an equity transaction. CNLP was privatized on July 15, 2022. Upon completion of the transaction, CNLP became a wholly-owned subsidiary of the Company.

Results of operations attributable to the acquisition of CNLP and pro forma results of operations for the acquisition of CNLP have not been presented because they are not material to the consolidated statements of operations and comprehensive income/(loss) for the years ended December 31, 2021 and 2022.

Acquisition of Deppon Holdco

On March 11, 2022, the Group, through a subsidiary of JD Logistics, entered into a series of agreements with the shareholders of Deppon Holdco, in relation to the acquisition of approximately 99.99% equity interest of Deppon Holdco, which in turn holds approximately 66.5% of the issued share capital of Deppon Logistics Co., Ltd (“Deppon”), for a total consideration of approximately RMB8,976 million. Deppon is a company established under the laws of the PRC, the shares of which are listed on the Shanghai Stock Exchange (stock code: 603056). Deppon is an integrated, customer-centered logistics company providing a wide range of solutions including Less-Than-Truckload (LTL) transportation, Full Truck Load (FTL) transportation, delivery services, and warehousing management. The acquisition was completed on July 26, 2022. Upon completion of the transaction, Deppon Holdco became a consolidated subsidiary of the Group.

Deppon Holdco owns certain entities, assets and liabilities that the Group and the founding vendors have agreed to exclude from the consolidated financial statements of Deppon Holdco (the “Excluded Business”), which the founding vendors shall be solely responsible for the costs, expenses and liabilities relating to the Excluded Business and its subsequent disposal. Accordingly, for those subsidiaries under the Excluded Business, the Group considers that it has no power, no exposures, nor rights to variable returns from involvement of their business operations. Further, the Group also does not have any ability to affect the amount of the Group’s returns from the aforesaid subsidiaries. Therefore, the Group considers that the control of these subsidiaries will not be obtained through the acquisition, thus the financial information of these subsidiaries under the Excluded Business will not be consolidated into the consolidated financial statements of the Group after the acquisition.

The purchase price as of the date of acquisition is comprised of:

	<u>Amounts</u> <u>(RMB in millions)</u>
Cash	8,976

The transaction was considered a business acquisition and therefore was recorded using the acquisition method of accounting. The allocation of the purchase price based on the fair values of the acquired assets and liabilities assumed as of the date of acquisition is summarized as follows:

	<u>Amounts</u> <u>(RMB in millions)</u>
Net assets acquired	6,570
Newly identified and appreciation of intangible assets	
- Trademarks and domain names	1,661
- Technology	676
- Customer relationships	8
Appreciation of construction in progress and land use rights	15
Goodwill	5,350
Deferred tax liabilities	(590)
Non-controlling interests	(4,714)
Total	<u>8,976</u>

Net assets acquired primarily consisted of property, equipment and software, construction in progress and land use rights of RMB5,306 million, short-term investments of RMB1,270 million and borrowings of RMB3,776 million as of the date of acquisition. Acquired amortizable intangible assets had a weighted-average amortization period of 15.3 years. Fair value of the non-controlling interests was determined based on the market price of shares of Deppon at the acquisition date.

JD.com, Inc.
Notes to the Consolidated Financial Statements

7. Business acquisition (Continued)

Acquisition of Deppon Holdco (Continued)

The fair value of the trade receivables acquired was RMB2,101 million at the date of acquisition. The best estimate at acquisition date of the contractual cash flows not expected to be collected was not material.

Goodwill arising from the acquisition of Deppon Holdco was attributable to the benefit of expected synergies, the assembled workforce, revenue growth and future market development as of the date of acquisition and recorded in JD Logistics segment. Goodwill arising on the acquisition is not expected to be deductible for tax purposes.

In March, 2022, the Group and Mr. Weixing Cui, one of the founding vendors of Deppon, entered into an option agreement in relation to the 43,009,184 shares of Deppon (the “Option Shares”) pledged to the Group, whereas Mr. Weixing Cui shall have the right to cause the Group to purchase all (but not less than all) of the Option Shares at put option price. The exercise of the put option is subject to certain conditions as set out in the option agreement, which is not solely within the control of JD Logistics. The Option Shares were recorded as redeemable non-controlling interests under mezzanine equity in amount of RMB589 million at the acquisition date.

Had the acquisition date of Deppon been January 1, 2021, the revenue and net loss of the Group would have been RMB982.8 billion and RMB4.5 billion in 2021, respectively, and the revenue and net income of the Group would have been RMB1,063.2 billion and RMB9.7 billion in 2022, respectively. The pro-forma information is for illustrative purposes only and is not necessarily an indication of revenue and results of operations of the Group that actually would have been achieved had the acquisition been completed on January 1, 2021, nor is it intended to be a projection of future results. The pro-forma amounts have been calculated after adjusting the results of Deppon to reflect the additional amortization that would have been charged assuming the fair value adjustments to intangible assets had been applied from January 1, 2021.

The consideration of the acquisition shall be settled in installments. As of December 31, 2022, deferred consideration payables of RMB575 million was recorded in “Accrued expenses and other current liabilities” and RMB445 million was recorded in “Other non-current liabilities”.

The related transaction costs of these business combinations are not material to the consolidated financial statements.

JD.com, Inc.
Notes to the Consolidated Financial Statements

8. Investment in equity investees

Measurement Alternative and NAV practical expedient

The carrying amount of the Group's equity investments measured at fair value using the Measurement Alternative was RMB19,643 million and RMB20,707 million as of December 31, 2021 and 2022, respectively, and the carrying amount of the Group's investments under NAV practical expedient was RMB7,325 million and RMB7,982 million as of December 31, 2021 and 2022, respectively. For the years ended December 31, 2020, 2021 and 2022, the Group invested RMB10,201 million, RMB4,787 million and RMB1,683 million in multiple private companies and private equity funds accounted for under the Measurement Alternative and NAV practical expedient, respectively, which may have operational synergy with the Group's core business. During the years ended December 31, 2020, 2021 and 2022, fair value changes recognized for equity investments which were measured using the Measurement Alternative, excluding the gain from fair value change recognized on ATRenew Inc. ("ATRenew", formerly known as AiHuiShou International Co., Ltd.) for the year ended December 31, 2021, and NAV practical expedient were not significant, respectively.

Equity method

As of December 31, 2022, the Group's investments accounted for under the equity method totaled RMB28,952 million (as of December 31, 2021: RMB36,254 million), which mainly included the investment in Yonghui Superstores Co., Ltd. ("Yonghui") amounting to RMB4,056 million, investment in JD Technology amounting to RMB11,354 million and investment in ATRenew amounting to RMB1,449 million. The Group applies the equity method of accounting to account for its equity investments, in common stock or in-substance common stock, over which it has significant influence but does not own a majority equity interest or otherwise control.

Investment in Yonghui

Yonghui is a leading hypermarket and supermarket operator in China and is listed on the Shanghai Stock Exchange. As of December 31, 2022, total consideration for the investment in Yonghui was RMB6,462 million in cash. The Group held approximately 13.4% of Yonghui's issued and outstanding shares and accounted for the investment in Yonghui using the equity method as the Group obtained significant influence by the rights to nominate one board member out of nine. The Group received dividend of RMB147 million, RMB25 million and RMB24 million from Yonghui for the years ended December 31, 2020, 2021 and 2022, respectively, which have been recorded as a reduction to the carrying amount of investment in Yonghui.

Investment in Yonghui is accounted for using the equity method with the investment cost allocated as follows:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Carrying value of investment in Yonghui's ordinary shares	4,592	4,056
Proportionate share of Yonghui's net tangible and intangible assets	2,225	1,768
Positive basis difference	<u>2,367</u>	<u>2,288</u>
Positive basis difference has been assigned to:		
Goodwill (*)	1,111	1,111
Amortizable intangible assets (**)	1,674	1,569
Deferred tax liabilities	(418)	(392)
	<u>2,367</u>	<u>2,288</u>

(*) In the third quarter of 2021, the Group conducted impairment assessments on its investment in Yonghui considering the duration and severity of the decline of Yonghui's stock price after the investment, and concluded the decline in fair value of the investment was other-than-temporary. Accordingly, the Group recorded impairment charges of RMB1,492 million, to write down the carrying value of its investment in Yonghui to its fair value, based on quoted closing prices of Yonghui as of September 30, 2021.

(**) As of December 31, 2022, the weighted average remaining life of the amortizable intangible assets not included in Yonghui's consolidated financial statements was 13 years.

As of December 31, 2021 and 2022, the market value of the Group's investment in Yonghui was RMB4,921 million and RMB4,435 million based on its quoted closing price, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

8. Investment in equity investees (Continued)

Equity method (Continued)

Investment in Dada

Prior to 2020, the Group acquired ordinary shares and preferred shares of Dada for total consideration of RMB5,723 million with a combination of RMB3,513 million in cash, the Group's series of future services arrangements commenced from 2016, including supply chain support for a period of 10 years, traffic and other additional support for a period of 7 years, non-compete obligation for a period of 7 years from 2016 and the Group's O2O business, JD Daojia. On June 5, 2020, Dada completed its initial public offering on the Nasdaq Stock Market ("Dada IPO"). Concurrently with Dada IPO, the Group converted its preferred shares investment in Dada to ordinary shares in entirety. In addition, the Group subscribed for additional ordinary shares of Dada with cash consideration of RMB703 million in 2020. The Group's interest in Dada was diluted to approximately 46% and a deemed disposal gain of RMB5,229 million was recognized in "shares of results of equity investees" in the consolidated statements of operations and comprehensive income/(loss) for the year ended December 31, 2020. Prior to JD's acquisition in Dada as disclosed in Note 7, the investment in Dada's ordinary shares was accounted for using the equity method as the Group obtained significant influence by the rights to nominate three board members out of nine.

The investment in Dada is accounted for using the equity method with the investment cost allocated as follows:

	<u>As of December 31,</u> <u>2021</u> <u>(RMB in millions)</u>
Carrying value of investment in Dada's ordinary shares	6,075
Proportionate share of Dada's net tangible and intangible assets	2,136
Positive basis difference	<u>3,939</u>
Positive basis difference has been assigned to:	
Goodwill	3,893
Amortizable intangible assets	61
Deferred tax liabilities	<u>(15)</u>
	<u>3,939</u>

As of December 31, 2021, the market value of the Group's investment in Dada was RMB9,106 million based on its quoted closing price.

JD.com, Inc.
Notes to the Consolidated Financial Statements

8. Investment in equity investees (Continued)

Equity method (Continued)

Investment in JD Technology

As disclosed in Note 6, investment in JD Technology has been accounted for using the equity method subsequent to June 2020.

In June 2020, the Group entered into agreements with JD Technology, pursuant to which the Group has acquired an aggregate of 36.8% equity interest in JD Technology by converting the profit sharing right and investing additional RMB1.78 billion in cash in JD Technology. Upon the completion of the acquisition of JD Technology' equity interests, the investment in JD Technology is accounted for using the equity method. In March 2021, the Group transferred JD Cloud & AI with investing additional RMB4 billion in cash in exchange of ordinary shares in JD Technology, and the Group's equity interest in JD Technology increased to approximately 41.7%. As the Group and JD Technology are both controlled by Mr. Richard Qiangdong Liu before and after the acquisition of JD Technology' equity interests, the acquisition is considered a transaction under common control. Pursuant to ASC 805-50-25-2, the Group recorded the investment in JD Technology amounting to RMB2.62 billion in 2021, based on its proportioned net assets of JD Technology. The difference between consideration transferred and the carrying amounts of the net assets received, which was a decrease of RMB901 million into additional paid-in capital was recorded for the year ended December 31, 2021.

Investment in ATRenew

Pre-IPO investment in ATRenew

ATRenew is a leading technology-driven pre-owned consumer electronics transactions and services platform in China. As of December 31, 2020, total consideration for the investment in ATRenew was RMB4,141 million. In 2021, the Group completed further investment in preferred shares of ATRenew for a cash consideration of RMB129 million. The investment in ATRenew's preferred shares was accounted for under the Measurement Alternative as the underlying preferred shares were not considered in-substance common stock and had no readily determinable fair value.

JD.com, Inc.
Notes to the Consolidated Financial Statements

8. Investment in equity investees (Continued)

Equity method (Continued)

Investment in ATRenew (Continued)

Post-IPO investment in ATRenew

On June 18, 2021, ATRenew completed its initial public offering on the Nasdaq Stock Market (“ATRenew IPO”), upon which the preferred shares investment in ATRenew were converted to ordinary shares in entirety. Pursuant to ASU 2020-01, the Group remeasured its previously held interest based on the observable price in orderly transactions and recorded a gain from fair value change of RMB2,305 million in others, net in the consolidated statements of operations and comprehensive income/(loss) for the year ended December 31, 2021. Concurrently, the Group subscribed additional 2,333,333 ordinary shares of ATRenew with cash consideration of RMB321 million. Upon the offering, the Group held approximately 33% of ATRenew’s issued and outstanding shares and had two out of seven board seats. Accordingly, investment in ATRenew’s ordinary shares was accounted for using the equity method as the Group obtained significant influence. In December 2021, the Group purchased additional ordinary shares of ATRenew with cash consideration of RMB41 million.

The investment in ATRenew is accounted for using the equity method with the investment cost allocated as follows:

	As of December 31,	
	2021	2022
	(RMB in millions)	
Carrying value of investment in ATRenew’s ordinary shares	2,832	1,449
Proportionate share of ATRenew’s net tangible and intangible assets	2,209	2,080
Positive/(negative) basis difference	623	(631)
Positive/(negative) basis difference has been assigned to:		
Goodwill (*)	35	—
Amortizable intangible assets (**)	784	(450)
Deferred tax liabilities	(196)	(181)
	623	(631)

(*) In the fourth quarter of 2021 and the second quarter of 2022, the Group conducted impairment assessments on its investment in ATRenew considering the duration and severity of the decline of ATRenew’s stock price after the investment, and concluded the decline in fair value of the investment was other-than-temporary. Accordingly, the Group recorded impairment charges of RMB3,909 million and RMB1,191 million, respectively, to write down the carrying value of its investment in ATRenew to its fair value, based on quoted closing prices of ATRenew as of December 31, 2021 and June 30, 2022, respectively.

(**) As of December 31, 2022, the negative basis difference between carrying value of investment in ATRenew and proportionate share of ATRenew’s net tangible and intangible assets was RMB631 million. This difference would not be amortized.

As of December 31, 2021 and 2022, the market value of the Group’s investment in ATRenew was RMB2,832 million and RMB1,505 million based on its quoted closing price, respectively.

The Group recorded its interests in Yonghui, JD Technology and ATRenew one quarter in arrears to enable the Group to provide its financial disclosure independent of the reporting schedule of these equity investees.

JD.com, Inc.
Notes to the Consolidated Financial Statements

8. Investment in equity investees (Continued)

Equity method (Continued)

The Group summarizes the condensed financial information of the Group's equity investments under equity method as a group below in accordance with Rule 4-08 of Regulation S-X:

	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
	(RMB in millions)		
Revenues	140,263	145,582	160,554
Gross profit	45,590	39,736	47,369
Income/(loss) from operations	5,157	1,877	(2,158)
Net income/(loss)	2,680	(250)	(1,583)
Net income/(loss) attributable to ordinary shareholders	3,292	675	(1,327)

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Current assets	150,304	149,946
Non-current assets	140,872	142,288
Current liabilities	109,790	116,158
Non-current liabilities	49,919	54,494
Non-controlling interests	973	623

The Group performs impairment assessment of its investments under the Measurement Alternative and equity method whenever events or changes in circumstances indicate that the carrying value of the investment may not be fully recoverable. Impairment charges in connection with the equity method investments of RMB488 million, RMB5,514 million and RMB1,316 million were recorded in "share of results of equity investees" in the consolidated statements of operations and comprehensive income/(loss) for the years ended December 31, 2020, 2021 and 2022, respectively. The valuation of impairment in privately held companies under the Measurement Alternative is discussed in Note 5.

JD.com, Inc.
Notes to the Consolidated Financial Statements

9. Accounts receivable, net

Accounts receivable, net consist of the following:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	<u>(RMB in millions)</u>	
Logistics receivables	6,204	11,063
Online retail and online marketplace receivables (*)	5,840	9,982
Advertising receivables and others	890	1,113
Accounts receivable	12,934	22,158
Allowance for doubtful accounts	<u>(1,034)</u>	<u>(1,582)</u>
Accounts receivable, net	<u>11,900</u>	<u>20,576</u>

The movements in the allowance for doubtful accounts are as follows:

	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
	<u>(RMB in millions)</u>		
Balance at beginning of the year	(318)	(566)	(1,034)
Additions	(331)	(535)	(615)
Write-off	83	67	67
Balance at end of the year	<u>(566)</u>	<u>(1,034)</u>	<u>(1,582)</u>

- (*) For the accounts receivable in relation to consumer financing business, which is recorded in online retail and online marketplace receivables, as JD Technology performs credit risk assessment services for the individuals and purchases the over-due receivables from the Group at carrying values to absorb the risks and obtain the rewards from such business, no allowance for doubtful accounts in relation to consumer financing receivables was provided.

10. Inventories, net

Inventories, net consist of the following:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	<u>(RMB in millions)</u>	
Products	77,422	80,966
Packing materials and others	478	1,098
Inventories	77,900	82,064
Inventory valuation allowance	<u>(2,299)</u>	<u>(4,115)</u>
Inventories, net	<u>75,601</u>	<u>77,949</u>

JD.com, Inc.
Notes to the Consolidated Financial Statements

11. Property, equipment and software, net

Property, equipment and software, net consist of the following:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Electronic equipment	11,222	2,663
Land, building and building improvement	21,072	40,642
Logistics, warehouse and other heavy equipment	10,084	14,097
Vehicles	2,681	5,743
Leasehold improvement	3,766	4,550
Office equipment	530	640
Software	867	1,033
Total	<u>50,222</u>	<u>69,368</u>
Less: accumulated depreciation	<u>(17,278)</u>	<u>(14,288)</u>
Net book value	<u>32,944</u>	<u>55,080</u>

Depreciation expenses were RMB5,037 million, RMB5,000 million and RMB5,295 million for the years ended December 31, 2020, 2021 and 2022, respectively. No material impairment charge was recorded for the years ended December 31, 2020, 2021 and 2022, respectively.

12. Land use rights, net

Land use rights, net consist of the following:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Land use rights	15,253	35,481
Less: accumulated amortization	(925)	(1,633)
Net book value	<u>14,328</u>	<u>33,848</u>

Amortization expenses for land use rights were RMB229 million, RMB276 million and RMB693 million for the years ended December 31, 2020, 2021 and 2022, respectively. No impairment charge was recorded for the years ended December 31, 2020, 2021 and 2022, respectively.

As of December 31, 2022, amortization expenses related to the land use rights for future periods are estimated to be as follows:

	<u>For the year ended December 31,</u>					
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028 and thereafter</u>
	(RMB in millions)					
Amortization expenses	791	791	791	791	791	29,893

JD.com, Inc.
Notes to the Consolidated Financial Statements

13. Intangible assets, net

Intangible assets, net consist of the following:

	As of December 31, 2021				
	Weighted-Average Amortization Period	Gross Carrying Amount	Accumulated Amortization	Impairment Amount	Net Carrying Amount
	Year	(RMB in millions)			
Non-compete	8.0	2,467	(2,120)	—	347
Domain names and trademarks	18.9	4,186	(1,066)	(27)	3,093
Customer relationship	8.8	2,713	(454)	(60)	2,199
Technology and others	6.0	1,050	(767)	(85)	198
Total	12.2	10,416	(4,407)	(172)	5,837

	As of December 31, 2022				
	Weighted-Average Amortization Period	Gross Carrying Amount	Accumulated Amortization	Impairment Amount	Net Carrying Amount
	Year	(RMB in millions)			
Non-compete	8.0	2,467	(2,279)	—	188
Domain names and trademarks	17.8	6,756	(1,440)	(27)	5,289
Customer relationship	8.7	2,823	(765)	(60)	1,998
Technology and others	5.4	2,890	(1,141)	(85)	1,664
Total	12.1	14,936	(5,625)	(172)	9,139

Amortization expenses for intangible assets were RMB802 million, RMB956 million and RMB1,248 million for the years ended December 31, 2020, 2021 and 2022, respectively. No impairment charge was recorded for the years ended December 31, 2020, 2021 and 2022, respectively.

As of December 31, 2022, amortization expenses related to the intangible assets for future periods are estimated to be as follows:

	For the year ended December 31,					
	2023	2024	2025	2026	2027	2028 and thereafter
	(RMB in millions)					
Amortization expenses	1,305	1,188	1,124	979	908	3,635

JD.com, Inc.
Notes to the Consolidated Financial Statements

14. Goodwill

The changes in the carrying amount of goodwill are as follows, with information retrospectively adjusted in accordance with the segment changes as disclosed in Note 30:

	<u>JD Retail</u>	<u>JD Logistics</u>	<u>Dada</u>	<u>New Businesses</u>	<u>Total</u>
	(RMB in millions)				
Transaction in 2020					
Additions	2,627	1,633	—	—	4,260
Balance as of December 31, 2020					
Goodwill	9,278	1,633	—	2,593	13,504
Accumulated impairment loss	(7)	—	—	(2,593)	(2,600)
	<u>9,271</u>	<u>1,633</u>	<u>—</u>	<u>—</u>	<u>10,904</u>
Transaction in 2021					
Additions	1,529	—	—	—	1,529
Balance as of December 31, 2021					
Goodwill	10,807	1,633	—	2,593	15,033
Accumulated impairment loss	(7)	—	—	(2,593)	(2,600)
	<u>10,800</u>	<u>1,633</u>	<u>—</u>	<u>—</u>	<u>12,433</u>
Transaction in 2022					
Additions	1,398	5,350	3,144	1,586	11,478
Disposal of a subsidiary	(788)	—	—	—	(788)
Balance as of December 31, 2022					
Goodwill	11,417	6,983	3,144	4,179	25,723
Accumulated impairment loss	(7)	—	—	(2,593)	(2,600)
	<u>11,410</u>	<u>6,983</u>	<u>3,144</u>	<u>1,586</u>	<u>23,123</u>

No impairment loss of goodwill was recorded for the years ended December 31, 2020, 2021 and 2022, respectively.

15. Accounts payable

Accounts payable consist of the following:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Vendor payable	112,317	126,821
Shipping charges payable and others	28,167	33,786
Total	<u>140,484</u>	<u>160,607</u>

JD Technology and other financial institutions (the “Institutions”) offer supply chain financing services to the Group’s suppliers. Suppliers can sell one or more of the Group’s payment obligations at their sole discretion to the Institutions to receive funds ahead of time to meet their cash flow needs. The Group’s rights and obligations are not impacted. The original payment terms, timing or amount, remain unchanged. As of December 31, 2021 and 2022, RMB20,127 million and RMB16,671 million, respectively, of the outstanding payment obligations were elected by the suppliers and sold to the Institutions.

JD.com, Inc.
Notes to the Consolidated Financial Statements

16. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	<u>(RMB in millions)</u>	
Deposits	17,372	18,211
Salary and welfare	8,396	11,303
Accrued administrative expenses	1,165	1,917
Rental fee payable	1,199	1,361
Professional fee	904	1,348
Payable related to employees' exercise of share-based awards	333	1,273
Liabilities for return allowances	618	743
Deferred consideration payables	—	575
Vehicle fee	437	520
Internet data center fee	444	409
Interest payable	134	167
Others	3,466	4,743
Total	<u>34,468</u>	<u>42,570</u>

17. Unsecured senior notes

In April 2016, the Company issued unsecured senior notes with two maturity dates for an aggregate principal amount of US\$1,000 million. Listed on the Singapore Stock Exchange, these notes are both fixed rate notes and senior unsecured obligations, with interest payable semi-annually in arrears on and of each year, beginning on October 29, 2016. The unsecured senior notes were issued at a discount amounting to RMB79 million. The debt issuance costs of RMB36 million were presented as a direct deduction from the principal amount of the unsecured senior notes in the consolidated balance sheets. The five-year unsecured senior notes due 2021 for the principle amount of US\$500 million were mature on April 29, 2021, and the Company repaid the principle amount of US\$500 million and the last semi-annual interests.

In January 2020, the Company issued unsecured senior notes with two maturity dates for an aggregate principal amount of US\$1,000 million. Listed on the Singapore Stock Exchange, these notes are both fixed rate notes and senior unsecured obligations, with interest payable semi-annually in arrears on and of each year, beginning on July 14, 2020. The unsecured senior notes were issued at a discount amounting to RMB37 million. The debt issuance costs of RMB45 million were presented as a direct deduction from the principal amount of the unsecured senior notes in the consolidated balance sheets.

In 2020, the Group repurchased the Company's unsecured senior notes from the open market with a total principal amounts of US\$12 million (RMB78 million) at a reacquisition price of US\$10 million (RMB72 million). In 2022, the Group further repurchased the unsecured senior notes from the open market with a total principal amounts of US\$6 million (RMB42 million) at a reacquisition price of US\$5 million (RMB35 million). The repurchased unsecured senior notes were derecognized from the Group's consolidated balance sheets, and the relevant repurchase gains amounting to RMB11 million and RMB6 million were recognized in "interest expense" in the Group's consolidated statements of operations and comprehensive income/(loss) for the years ended December 31, 2020 and 2022, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

17. Unsecured senior notes (Continued)

A summary of the Company's unsecured senior notes as of December 31, 2021 and 2022 is as follows:

	<u>As of December 31,</u>		<u>Effective</u> <u>interest rate</u>
	<u>2021</u>	<u>2022</u>	
	(RMB in millions)		
US\$500 million 3.875% notes due 2026	3,154	3,453	4.15%
US\$700 million 3.375% notes due 2030	4,402	4,812	3.47%
US\$300 million 4.125% notes due 2050	1,830	1,959	4.25%
Carrying value	9,386	10,224	
Unamortized discount and debt issuance costs	101	98	
Total principal amounts of unsecured senior notes	<u>9,487</u>	<u>10,322</u>	

The effective interest rates for the unsecured senior notes include the interest charged on the notes as well as amortization of the debt discounts and debt issuance costs.

The unsecured senior notes contain covenants including, among others, limitation on liens, consolidation, merger and sale all or substantially all of the Company's assets. The notes will rank senior in rights of payment to all of the Company's existing and future obligations expressly subordinated in rights of payment to the notes and rank at least equal in rights of payment with all of the Company's existing and future unsecured and unsubordinated obligations (subject to any priority rights pursuant to applicable law).

As of December 31, 2022, the principal of the unsecured senior notes of RMB3,482 million, RMB4,840 million and RMB2,000 million will be due in 2026, 2030 and 2050, respectively. The principal of the unsecured senior notes will be due according to the following schedule:

	<u>Principal amounts</u> <u>(RMB in millions)</u>
Within 1 year	—
Between 1 to 2 years	—
Between 2 to 3 years	—
Between 3 to 4 years	3,482
Between 4 to 5 years	—
Beyond 5 years	6,840
Total	<u>10,322</u>

JD.com, Inc.
Notes to the Consolidated Financial Statements

18. Leases

The Group has operating leases for warehouses, stores, office spaces, delivery centers and other corporate assets that the Group utilizes under lease arrangements.

A summary of supplemental information related to operating leases as of December 31, 2021 and 2022 is as follows:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	(RMB in millions)	
Operating lease ROU assets	19,987	22,267
Operating lease liabilities-current	6,665	7,688
Operating lease liabilities-non-current	13,721	14,978
Total operating lease liabilities	<u>20,386</u>	<u>22,666</u>
Weighted average remaining lease term	5.6 years	5.4 years
Weighted average discount rate	5.0%	5.0%

A summary of lease cost recognized in the Group's consolidated statements of operations and comprehensive income/(loss) and supplemental cash flow information related to operating leases is as follows:

	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
	(RMB in millions)		
Operating lease cost	4,903	6,763	7,951
Short-term lease cost	1,902	2,782	3,181
Total	<u>6,805</u>	<u>9,545</u>	<u>11,132</u>
Cash paid for operating leases	4,801	6,715	7,915

A summary of maturity of operating lease liabilities under the Group's non-cancelable operating leases as of December 31, 2022 is as follows:

	<u>As of December</u>
	<u>31, 2022</u>
	(RMB in millions)
2023	7,885
2024	5,322
2025	3,417
2026	2,278
2027	1,633
2028 and thereafter	5,298
Total lease payments	<u>25,833</u>
Less: interest	(3,167)
Present value of operating lease liabilities	<u>22,666</u>

As of December 31, 2022, the Group has no significant lease contract that has been entered into but not yet commenced.

JD.com, Inc.
Notes to the Consolidated Financial Statements

19. Gain on sale of development properties

Gain on sale of development properties for the years ended December 31, 2020, 2021 and 2022 were RMB1,649 million, RMB767 million and RMB1,379 million, respectively, which were mainly derived from disposals of logistics facilities to several private funds, which can be further classified into core, development and acquisition fund (collectively, "Property Funds"). The overview of the major funds are listed below.

Core funds

In 2018, the Group established JD Property to manage the expanding logistics facilities and other real estate properties. In 2019, 2020 and 2022, JD Property established several core funds (the "Core Funds") together with a third-party investor. JD Property serves as the general partner and committed 10%-20% of the total capital of each core fund as the limited partner, and the third-party investor committed the remaining 80%-90%.

Furthermore, in 2019, 2020 and 2022, the Group entered into definitive agreements with each of the Core Funds, pursuant to which the Group will dispose of certain modern logistics facilities to the Core Funds, and concurrently lease back these completed facilities for operational purposes with an initial lease term of 4 to 10 years. The annual rent for the completed facilities is set at fair market rent for the initial lease term and will be adjusted based on the growth rate of fair market rent at the beginning of each subsequent 5 years' period. The Group may choose to renew the lease upon the expiry of the initial lease agreement if the adjusted rental rate is acceptable. The lease back transaction is accounted for under ASC 842 as operating lease, and the ROU assets and operating lease liabilities were recorded accordingly. The Core Funds used leverage to finance the purchase, and the closing of the purchase is subject to certain conditions, including the availability of debt financing.

The investment committee of each of the Core Funds, which comprises the representatives from JD Property and the third-party investor, oversees the key operations of each fund, respectively. Given the control over the Core Funds is shared between JD Property and the third-party investor, JD Property does not consolidate the Core Funds and investments in the Core Funds are accounted for using the equity method as JD Property obtained significant influence by the rights to nominate no more than half of the members of each investment committee.

The closing conditions for each asset group of completed logistics facilities were considered met when each of the Core Funds signed definitive facility agreements with bank consortium to finance the purchase, respectively. As of each respective year-end, all or majority logistics facilities under asset groups related to different core funds have been completed and satisfied hand-over condition. Therefore, the Group recorded disposal gain related to the Core Funds of RMB1,181 million, RMB637 million and RMB1,289 million for the years ended December 31, 2020, 2021 and 2022, respectively, which represent the excess of cash consideration of the net assets, including the consideration received and expected to receive, over the carrying value of the net assets disposed as of the disposal date.

Development fund

In 2020, JD Property entered into definitive agreements to establish another logistics investment fund, the Development Fund, together with certain third-party investors to replicate the successful experience of the Core Funds. The Development Fund planned to acquire some of JD Property's uncompleted modern logistics facilities. JD Property serves as general partner and committed 40% of the total capital of the Development Fund as a limited partner, and the third-party investors committed the remaining 60%.

The investment committee of Development Fund, which comprises the representatives from JD Property and the third-party investors, oversees the key operations of the fund. Given the control over the Development Fund is shared between JD Property and third-party investors, JD Property does not consolidate the Development Fund and investments in the Development Fund is accounted for using the equity method as JD Property obtained significant influence by the rights to nominate no more than half of the members of investment committee.

In December 2020, the Group entered into definitive agreements with the Development Fund to sell certain of its uncompleted modern logistics facilities, and will concurrently lease back such facilities for operational purposes when completed. The closing conditions for such facilities were successively met since December 2020 and the Group recorded disposal gain of RMB468 million and RMB112 million for the years ended December 31, 2020 and 2021, respectively. As of December 31, 2021, all logistics facilities under asset groups related to Development Fund have satisfied hand-over condition, and been derecognized by the Group.

JD.com, Inc.
Notes to the Consolidated Financial Statements

20. Others, net

Others, net consist of the following:

	For the year ended December 31,		
	2020	2021	2022
	(RMB in millions)		
Gains/(losses) from fair value change of long-term investments	29,483	(7,252)	(4,096)
Government financial incentives	2,545	2,482	2,773
Interest income	2,753	4,213	5,742
Gains/(losses) from acquisitions or disposals of business and investment	279	140	(3,558)
Impairment of investments	(208)	(574)	(1,969)
Foreign exchange gains/(losses), net	(90)	42	114
Others	548	359	(561)
Total	<u>35,310</u>	<u>(590)</u>	<u>(1,555)</u>

Government financial incentives represent rewards provided by the relevant PRC municipal government authorities to the Group for business achievements made by the Group. Government financial incentives are recognized in “others, net” in the consolidated statements of operations and comprehensive income/(loss) when the government financial incentives are received and no further conditions need to be met, otherwise the received amounts are recorded as liabilities. The amounts of such government financial incentives are determined solely at the discretion of the relevant government authorities and there is no assurance that the Group will continue to receive these government financial incentives in the future.

JD.com, Inc.
Notes to the Consolidated Financial Statements

21. Taxation

a) **Value added tax** (“VAT”)

The Group is subject to statutory VAT rate of 9% from April 1, 2019 for revenues from sales of audio, video products and books in the Chinese mainland. The Group is subject to statutory VAT rate of 13% from April 1, 2019 for sales of other products in the Chinese mainland. The Group is exempted from VAT for revenues from sales of books from January 1, 2014 to December 31, 2023 in comply with relevant VAT regulations of the Chinese mainland.

The Group is subject to VAT at the rate of 6% or 9% for revenues from logistics services, and 6% for revenues from online advertising and other services.

The Group is also subject to cultural undertaking development fees at the rate of 3% on revenues from online advertising services in the Chinese mainland, which is exempted from January 1, 2020 to December 31, 2021 and reduced by 50% from January 1, 2022 to December 31, 2024.

b) **Income tax**

Cayman Islands

Under the current laws of the Cayman Islands, the Company and its subsidiaries incorporated in the Cayman Islands are not subject to tax on income or capital gains. Additionally, the Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

British Virgin Islands

Under the current laws of the British Virgin Islands, entities incorporated in the British Virgin Islands are not subject to tax on their income or capital gains.

Republic of Indonesia

Under the current laws of the Republic of Indonesia, the Group’s subsidiaries in the Republic of Indonesia are subject to 22% income tax rate on its taxable income generated from operations in the Republic of Indonesia for the years ended December 31, 2020, 2021 and 2022, respectively.

Singapore

Under the current laws of Singapore, the Group’s subsidiaries in Singapore are subject to 17% income tax rate on any taxable income accruing in or derived from Singapore, or received in Singapore from outside Singapore for the years ended December 31, 2020, 2021 and 2022, respectively.

Hong Kong

The Group’s subsidiaries incorporated in Hong Kong are subject to a two-tiered income tax rate on its taxable income generated from operations in Hong Kong effective on April 1, 2018. The first HK\$2 million of profits earned by its subsidiaries incorporated in Hong Kong will be taxed at half the current tax rate (i.e., 8.25%) while the remaining profits will continue to be taxed at the existing 16.5% tax rate. Under the Hong Kong tax laws, entities in HK are exempted from the Hong Kong income tax on its foreign-derived income. Additionally, payments of dividends by the subsidiaries incorporated in Hong Kong to the Company are not subject to any Hong Kong withholding tax.

Chinese mainland

Under the PRC Enterprise Income Tax Law (the “EIT Law”), the standard enterprise income tax rate for domestic enterprises and foreign invested enterprises is 25%. Most of the Group’s PRC subsidiaries and consolidated VIEs are subject to the statutory income tax rate of 25%.

JD.com, Inc.
Notes to the Consolidated Financial Statements

21. Taxation (Continued)

b) Income tax (Continued)

Chinese mainland (Continued)

The EIT Law and its implementation rules permit certain High and New Technologies Enterprises, or HNTes, to enjoy a reduced 15% enterprise income tax rate subject to these HNTes meeting certain qualification criteria. In addition, the relevant EIT laws and regulations also provide that entities recognized as Software Enterprises are able to enjoy a tax holiday consisting of a two-year-exemption commencing from their first profitable calendar year and a 50% reduction in ordinary tax rate for the following three calendar years. Beijing Shangke has been entitled to an exemption from income tax for the first two years and 50% reduction for the next three years from its first profitable year as a “software enterprise”. It has also been qualified as HNTe and enjoys a preferential income tax rate of 15%. The privileges cannot be applied simultaneously. Beijing Shangke applied the privilege of “software enterprise” and enjoyed a preferential income tax rate of 12.5% in 2019 and 2020. Beijing Shangke applied the privilege of HNTes and enjoyed a reduced 15% enterprise income tax rate in 2021 and 2022. Beijing Wodong Tianjun has been entitled to an exemption from income tax for the first two years and 50% reduction for the next three years from its first profitable year as a “software enterprise”. It applied the privilege of “software enterprise” and enjoyed an exemption from income tax in 2020 and 2021, and a 50% reduction in 2022.

Certain enterprises will benefit from a preferential tax rate of 15% under the EIT Law if they are located in applicable PRC regions as specified in the Catalogue of Encouraged Industries in Western Regions (initially effective through the end of 2010 and further extended to 2030), or the Western Regions Catalogue, subject to certain general restrictions described in the EIT Law and the related regulations. Chongqing Haijia and certain other entities of the Group are qualified as the enterprises within the Catalogue of Encouraged Industries in Western Regions and enjoyed 15% preferential income tax rate.

According to the relevant laws and regulations in the PRC, enterprises engaging in research and development activities are entitled to claim 150% of their research and development expenses so incurred as tax deductible expenses when determining their assessable profits for that year (“Super Deduction”). The State Taxation Administration of the PRC announced in September 2018 that enterprises engaging in research and development activities would be entitled to claim 175% of their research and development expenses as Super Deduction from January 1, 2018 to December 31, 2020, which was subsequently announced in March 2021 to be further extended to December 31, 2023. In September 2022, the State Taxation Administration of the PRC further announced that for the enterprises entitled to the current pre-tax deduction ratio of 175% for research and development expenses, such ratio is raised to 200% during the period from October 1, 2022 to December 31, 2022.

Withholding tax on undistributed dividends

The EIT Law also provides that an enterprise established under the laws of a foreign country or region but whose “de facto management body” is located in the PRC be treated as a resident enterprise for the PRC tax purposes and consequently be subject to the PRC income tax at the rate of 25% for its global income. The Implementing Rules of the EIT Law merely define the location of the “de facto management body” as “the place where the exercising, in substance, of the overall management and control of the production and business operation, personnel, accounting, property, etc., of a non-PRC company is located.” Based on a review of surrounding facts and circumstances, the Group does not believe that it is likely that its operations outside of the PRC should be considered as a resident enterprise for the PRC tax purposes.

The EIT law also imposes a withholding income tax of 10% on dividends distributed by a Foreign Investment Enterprise (“FIE”) to its immediate holding company outside of the Chinese mainland, if such immediate holding company is considered as a non-resident enterprise without any establishment or place within the Chinese mainland or if the received dividends have no connection with the establishment or place of such immediate holding company within the Chinese mainland, unless such immediate holding company’s jurisdiction of incorporation has a tax treaty with the Chinese mainland that provides for a different withholding arrangement. According to the arrangement between the Chinese mainland and Hong Kong Special Administrative Region on the Avoidance of Double Taxation and Prevention of Fiscal Evasion in August 2006, dividends paid by an FIE in the Chinese mainland to its immediate holding company in Hong Kong will be subject to withholding tax at a rate of no more than 5% (if the FIE satisfies the criteria for “beneficial owner” under Circular No. 9, which was issued by the State Administration of Taxation in February 2018, and the foreign investor owns directly at least 25% of the shares of the FIE).

JD.com, Inc.
Notes to the Consolidated Financial Statements

21. Taxation (Continued)

b) Income tax (Continued)

Withholding tax on undistributed dividends (Continued)

In 2020 and 2021, the Company did not record any dividend withholding tax on the retained earnings of its FIEs in the Chinese mainland, as the Company intended to reinvest all earnings in the Chinese mainland to further expand its business in the Chinese mainland, and its FIEs did not intend to declare dividends on the retained earnings to their immediate foreign holding companies.

In 2022, the Company accrued RMB367 million withholding tax expenses associated with its earnings expected to be distributed from its FIEs in the Chinese mainland to overseas. As of December 31, 2022, the Company has accrued withholding tax liabilities associated with all of its earnings expected to be distributed from its FIEs in the Chinese mainland to overseas, except for unrecognized deferred tax liabilities of RMB4.3 billion related to the remaining undistributed earnings that the Company still intends to indefinitely reinvest in the Chinese mainland.

The components of income/(loss) before tax are as follows:

	For the year ended December 31,		
	2020	2021	2022
	(RMB in millions)		
Income/(loss) before tax			
Income from Chinese mainland operations	15,803	14,518	16,800
Income/(loss) from non-Chinese mainland operations	35,016	(17,098)	(2,933)
Total income/(loss) before tax	<u>50,819</u>	<u>(2,580)</u>	<u>13,867</u>
Income tax benefits/(expenses) applicable to Chinese mainland operations			
Current income tax expenses	(2,201)	(2,538)	(4,418)
Deferred tax benefits	719	651	732
Subtotal income tax expenses applicable to Chinese mainland operations	<u>(1,482)</u>	<u>(1,887)</u>	<u>(3,686)</u>
Income tax expenses applicable to non-Chinese mainland operations			
Current income tax expenses	—	—	(307)
Deferred tax expenses	—	—	(183)
Subtotal income tax expenses applicable to non-Chinese mainland operations	<u>—</u>	<u>—</u>	<u>(490)</u>
Total income tax expenses	<u>(1,482)</u>	<u>(1,887)</u>	<u>(4,176)</u>

Reconciliation of difference between the PRC statutory income tax rate and the Group's effective income tax rate for the years ended December 31, 2020, 2021 and 2022 is as follows:

	For the year ended December 31,		
	2020	2021	2022
Statutory income tax rate	25.0%	25.0%	25.0%
Tax effect of preferential tax rates and tax holiday	(2.3)%	86.0%	(19.3)%
Tax effect of tax-exempt entities	(16.8)%	(143.7)%	12.1%
Effect on tax rates in different tax jurisdiction	(0.5)%	(2.3)%	(3.2)%
Tax effect of non-deductible expenses	0.5%	(13.8)%	4.0%
Tax effect of non-taxable income	0.0%	1.4%	(0.4)%
Tax effect of Super Deduction and others	(4.2)%	105.9%	(19.0)%
Changes in valuation allowance	1.2%	(131.6)%	28.3%
Effect on withholding income tax	0.0%	0.0%	2.6%
Effective tax rates	<u>2.9%</u>	<u>(73.1)%</u>	<u>30.1%</u>

JD.com, Inc.
Notes to the Consolidated Financial Statements

21. Taxation (Continued)

b) Income tax (Continued)

The following table sets forth the effect of tax holiday:

	For the year ended December 31,		
	2020	2021	2022
Tax holiday effect (RMB in millions)	1,153	2,219	2,677
Effect of tax holiday on basic net income/(loss) per share (RMB)	0.38	0.71	0.86
Effect of tax holiday on diluted net income/(loss) per share (RMB)	0.37	0.71	0.84

c) Deferred tax assets and deferred tax liabilities

	As of December 31,	
	2021	2022
	(RMB in millions)	
Deferred tax assets		
- Net operating loss carry forwards and others	6,303	12,715
- Deferred revenues	553	472
- Inventory valuation allowance	575	1,029
- Allowance for doubtful accounts	603	1,001
- Unrealized fair value losses for certain investments	747	595
Less: valuation allowance	(7,670)	(14,276)
Net deferred tax assets	<u>1,111</u>	<u>1,536</u>
Deferred tax liabilities		
- Intangible assets arisen from business combination	1,454	5,598
- Withholding tax on undistributed earnings	—	183
- Accelerated tax depreciation and others	443	730
Total deferred tax liabilities	<u>1,897</u>	<u>6,511</u>

As of December 31, 2022, the accumulated net operating loss of RMB8,425 million of the Company's subsidiaries incorporated in Singapore and Hong Kong can be carried forward indefinitely to offset future taxable income, the remaining accumulated net operating loss of RMB33,632 million mainly arose from the Company's subsidiaries and consolidated VIEs established in the Chinese mainland and Indonesia, which can be carried forward to offset future taxable income. The remaining accumulated net operating loss will expire during the period from 2023 to 2027 except for those arose from HNTes, which will expire during the period from 2023 to 2032.

A valuation allowance is provided against deferred tax assets when the Group determines that it is more likely than not that the deferred tax assets will not be utilized in the future. In making such determination, the Group evaluates a variety of factors including the Group's entities' operating history, accumulated deficit, existence of taxable temporary differences and reversal periods.

Valuation allowances provided on the deferred tax assets mainly related to the net operating loss carry forwards, as the Group's management does not believe that sufficient positive evidence exists to conclude that the benefits of such deferred tax assets are more likely than not to be realized. The amount of valuation allowance offset in deferred tax assets as of December 31, 2021 and 2022 was RMB7,670 million and RMB14,276 million, respectively.

The movements of valuation allowance of deferred tax assets are as follows:

	For the year ended December 31,		
	2020	2021	2022
	(RMB in millions)		
Balance at beginning of the year	3,674	4,289	7,670
Additions	4,393	5,052	7,694
Reversals	(3,778)	(1,671)	(1,088)
Balance at end of the year	<u>4,289</u>	<u>7,670</u>	<u>14,276</u>

JD.com, Inc.
Notes to the Consolidated Financial Statements

22. Financing for major subsidiaries

JD Health

In May 2019 and August 2020, JD Health entered into definitive agreements for the non-redeemable series A preference share financing of RMB6.5 billion and for the non-redeemable series B preference share financing of RMB6.3 billion with third-party investors, respectively.

In December 2020, JD Health completed its IPO and issued 439,185,000 ordinary shares, including the exercise of the over-allotment option, at HK\$70.58 per share. The net proceeds after deducting underwriting commissions, share issuance costs and offering expenses approximately amounted to RMB25.7 billion. Upon completion of IPO, the preference shares were converted into ordinary shares of JD Health.

As of December 31, 2020, among the proceeds received, RMB11.8 billion was recorded as non-controlling interests and RMB26.7 billion was recorded as additional paid-in capital.

JD Logistics

In May 2021, JD Logistics completed its IPO and issued 700,534,900 ordinary shares, including the exercise of the over-allotment option, at HK\$40.36 per share. The net proceeds after deducting underwriting commissions, share issuance costs and offering expenses approximately amounted to RMB22.9 billion. Among the proceeds received, RMB6.1 billion was recorded as non-controlling interests and RMB16.8 billion was recorded as additional paid-in capital.

On March 25, 2022, JD Logistics entered into a placing agreement to issue its ordinary shares to a group of third-party investors for net proceeds of approximately HK\$3,102 million in a placement (the “JDL Placement”). Concurrently, the Company, through its wholly-owned subsidiary, had entered into a subscription agreement with JD Logistics to subscribe for ordinary shares of JD Logistics, at the same per share price for the JDL Placement, for net proceeds of approximately US\$692 million in cash (the “JD Subscription”). Upon completion of the JDL Placement and the JD Subscription in 2022, the Company maintained its shareholding in JD Logistics at approximately 63.56%, and continued to consolidate JD Logistics’s financial results into its financial statements. The Company recorded the net proceeds of financing in non-controlling interests of RMB2,221 million and additional paid-in capital of RMB295 million.

JD Industrials

In April and December 2020, JD Industrials entered into definitive agreements for non-redeemable series A and series A-1 preference share financing (“JD Industrials Series A and A-1 Preference Shares”) with a group of third-party investors. The total amount of financing arising from JD Industrials Series A and A-1 Preference Shares was US\$335 million. Among the proceeds received, RMB510 million was recorded as non-controlling interests and RMB1,792 million was recorded as additional paid-in capital.

The Group determined that JD Industrials Series A and A-1 Preference Shares should be classified as non-controlling interests upon its issuance since they were not redeemable by the holders.

JD Property

In March 2021, JD Property entered into definitive agreements for the non-redeemable series A preference share financing (“JD Property Series A Preference Shares”) with a group of third-party investors. The total amount of financing arising from JD Property Series A Preference Shares was US\$703 million. Among the proceeds received, RMB3.1 billion was recorded as non-controlling interests and RMB1.3 billion was recorded as additional paid-in capital.

In March and June 2022, JD Property entered into definitive agreements for its non-redeemable series B preferred share financing (“JD Property Series B Preference Shares”) with investors led by Hillhouse Investment, Warburg Pincus, and one leading global institutional investor, among others. The total amount of financing raised was approximately US\$803 million. Among the proceeds received, RMB3.9 billion was recorded as non-controlling interests and RMB1.4 billion was recorded as additional paid-in capital.

The Group determined that JD Property Series A Preference Shares and JD Property Series B Preference Shares should be classified as non-controlling interests upon its issuance since they were not redeemable by the holders.

JD.com, Inc.
Notes to the Consolidated Financial Statements

23. Ordinary shares

On May 10, 2019, the Company renewed the strategic cooperation agreement in March 2014 with Tencent Holdings Limited (“Tencent”), for a period of three years starting from May 27, 2019. Tencent continued to provide traffic support, and the two parties also intend to continue to cooperate in a number of areas. As part of the total consideration, the Company agreed to issue to Huang River Investment Limited, a wholly owned subsidiary of Tencent, a certain number of the Company’s Class A ordinary shares for a consideration of approximately US\$250 million at prevailing market prices at certain pre-determined dates during the three-year period, of which 8,127,302, 2,938,584 and 1,914,998 of the Company’s Class A ordinary shares were issued in May 2019, May 2020 and June 2021, respectively.

On June 29, 2022, the Company renewed the strategic cooperation agreement with Tencent, for a period of three years starting from May 27, 2022. As part of the total consideration, the Company agreed to issue to Tencent a certain number of the Company’s Class A ordinary shares for a consideration of up to US\$220 million at prevailing market prices at certain pre-determined dates during the three-year period, of which 2,164,236 of the Company’s Class A ordinary shares have been issued in July 2022.

In June 2020, the Company completed its global offering and the Company’s shares have been listed on the Main Board of the HKEX. Accordingly, the Company issued 152,912,100 Class A ordinary shares, including the exercise of the over-allotment option.

The ordinary shares reserved for future exercise of the RSUs and share options were 124,045,978 and 90,955,190 as of December 31, 2021 and 2022, respectively.

24. Dividends

On May 4, 2022, the Board of Directors of the Company approved a special cash dividend of US\$0.63 per ordinary share, or US\$1.26 per American depositary share (“ADS”), to the holders of ordinary shares and ADSs, respectively, as of the close of business on May 20, 2022. Dividends are recognized when declared. The aggregate amount of the special dividend was approximately US\$2 billion.

No dividends had been paid or declared by the Company for the years ended December 31, 2020 and 2021, respectively.

25. Share repurchase program

In March 2020, the Company’s Board of Directors authorized a share repurchase program (“2020 share repurchase program”) under which the Company may repurchase up to US\$2,000 million worth of its ADSs over the following 24 months. The share repurchases may be made in accordance with applicable laws and regulations through open market transactions, privately negotiated transactions or other legally permissible means as determined by the management. In December 2021, the Company’s Board of Directors approved modifications to 2020 share repurchase program, pursuant to which the repurchase authorization increased from US\$2,000 million to US\$3,000 million and was extended until March 17, 2024.

Under the 2020 share repurchase program, for the year ended December 31, 2020, the Company repurchased 1,191,370 ADSs for US\$44 million (RMB312 million) on the open market, at a weighted average price of US\$37.04 per ADS. For the year ended December 31, 2021, the Company repurchased 10,214,827 ADSs for US\$806 million (RMB5,246 million) on the open market, at a weighted average price of US\$78.92 per ADS. For the year ended December 31, 2022, the Company repurchased 5,010,203 ADSs for US\$286 million (RMB1,823 million) on the open market, at a weighted average price of US\$57.14 per ADS.

The Company accounts for the repurchased ordinary shares under the cost method and includes such treasury stock as a component of the shareholders’ equity.

JD.com, Inc.
Notes to the Consolidated Financial Statements

26. Other comprehensive income

Changes in the composition of accumulated other comprehensive income attributable to ordinary shareholders for the years ended December 31, 2020, 2021 and 2022 are as follows:

	Foreign currency translation adjustments	Net unrealized gains/ (losses) on available- for-sale securities	Total
	(RMB in millions)		
Balances as of December 31, 2019	4,108	55	4,163
Other comprehensive loss	(7,656)	(55)	(7,711)
Balances as of December 31, 2020	(3,548)	—	(3,548)
Other comprehensive loss	(2,542)	—	(2,542)
Balances as of December 31, 2021	(6,090)	—	(6,090)
Other comprehensive income	5,131	—	5,131
Balances as of December 31, 2022	(959)	—	(959)

The income tax effects related to the accumulated other comprehensive income were insignificant for all periods presented.

27. Share-based compensation

For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses recognized were RMB4,156 million, RMB9,134 million and RMB7,548 million, respectively. The following table sets forth the allocation of share-based compensation expenses:

	For the year ended December 31,		
	2020	2021	2022
	(RMB in millions)		
Cost of revenues	98	102	143
Fulfillment	646	882	930
Marketing	347	586	631
Research and development	1,400	1,781	1,557
General and administrative	1,665	5,783	4,287
Total	4,156	9,134	7,548

Share incentive plan

The Company granted share-based awards to eligible employees and non-employees pursuant to a share incentive plan entitled “Share Incentive Plan”, which was adopted on November 13, 2014 and governed the terms of the awards.

As of December 31, 2022, the Group had reserved 194,927,210 ordinary shares available to be granted as share-based awards under the Share Incentive Plan.

JD.com, Inc.
Notes to the Consolidated Financial Statements

27. Share-based compensation (Continued)

(1) Employee and non-employee awards

The RSUs and share options are generally scheduled to be vested over two to ten years. One-second, one-third, one-fourth, one-fifth, one-sixth, or one-tenth of the awards, depending on different vesting schedules of the plans, are usually vested upon the end of the calendar year in which the awards were granted or the first anniversary dates of the grants, and the remaining of the awards shall be vested on straight line basis at the end of the remaining calendar or the anniversary years. Starting from the year ended December 31, 2016, certain awards had multiple tranches with tiered vesting commencement dates from 2016 to 2025, and each of the tranches is subject to a six-year vesting schedule. Starting from the year ended December 31, 2021, certain granted RSUs are subject to vesting ratably over a 4-year vesting period from the grant dates.

Upon the reorganization of JD Technology, the employees' status of JD Technology changed from the employees of the Company's subsidiary to non-employees of the Company. Subsequent to June 2020, the employees' status of JD Technology changed from non-employees of the Company to employees of the Company's equity method investee. Share-based awards granted by the Company to employees of JD Technology and share-based awards granted by JD Technology to employees of the Company were insignificant for all periods presented.

RSUs

a) Service-based RSUs

A summary of activities of the service-based RSUs for the years ended December 31, 2020, 2021 and 2022 is presented as follows:

	Number of RSUs	Weighted- Average Grant-Date Fair Value US\$
Unvested as of December 31, 2019	100,831,204	15.35
Granted	42,621,084	26.44
Vested	(20,632,596)	15.25
Forfeited or cancelled	(14,550,450)	16.13
Unvested as of December 31, 2020	108,269,242	19.62
Granted	30,069,498	39.93
Vested	(23,834,466)	18.89
Forfeited or cancelled	(19,395,408)	21.30
Unvested as of December 31, 2021	95,108,866	25.89
Granted	13,951,100	29.81
Vested	(23,123,292)	23.04
Forfeited or cancelled	(14,295,620)	25.94
Unvested as of December 31, 2022	71,641,054	27.56

As of December 31, 2021 and 2022, 8,208,616 and 5,526,834 outstanding service-based RSUs were held by non-employees and employees of the Company's equity method investee, respectively, mainly including employees of JD Technology.

For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses recognized by the Group for the service-based RSUs granted were RMB3,085 million, RMB4,129 million and RMB3,877 million, respectively.

As of December 31, 2022, there were RMB5,735 million of unrecognized share-based compensation expenses related to the service-based RSUs granted. The expenses are expected to be recognized over a weighted-average period of 3.7 years. The total fair value and intrinsic value of service-based RSUs vested was US\$494 million (RMB3,458 million), US\$973 million (RMB6,359 million) and US\$706 million (RMB4,590 million) during the years ended December 31, 2020, 2021 and 2022, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

27. Share-based compensation (Continued)

(1) Employee and non-employee awards (Continued)

RSUs (Continued)

b) Performance-based RSUs

For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses recognized by the Group for the performance-based RSUs granted were insignificant.

As of December 31, 2022, there were no unrecognized share-based compensation expenses related to the performance-based RSUs granted.

Share options

A summary of activities of the service-based share options for the years ended December 31, 2020, 2021 and 2022 is presented as follows:

	<u>Number of Share Options</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Term</u>	<u>Aggregate Intrinsic Value</u> US\$ in millions
		US\$	Year	
Outstanding as of December 31, 2019	10,224,124	6.39	4.3	115
Exercised	(5,073,294)	6.23		
Forfeited or cancelled	(243,770)	10.24		
Outstanding as of December 31, 2020	4,907,060	6.38	3.0	184
Exercised	(1,962,856)	5.49		
Forfeited or cancelled	(7,092)	13.42		
Outstanding as of December 31, 2021	2,937,112	6.95	2.9	82
Exercised	(620,476)	5.70		
Forfeited or cancelled	(2,500)	3.96		
Outstanding as of December 31, 2022	2,314,136	7.29	2.2	48
Vested and expected to vest as of December 31, 2022	2,298,132	7.25	2.2	48
Exercisable as of December 31, 2022	2,247,452	7.12	2.1	47

As of December 31, 2021 and 2022, 167,206 and 78,706 outstanding share options were held by non-employees and employees of the Company's equity method investee, respectively, mainly including employees of JD Technology.

There was no option granted during the years ended December 31, 2020, 2021 and 2022.

The total intrinsic value of options exercised during the years ended December 31, 2020, 2021 and 2022 was US\$111 million (RMB762 million), US\$70 million (RMB453 million) and US\$14 million (RMB98 million), respectively. The intrinsic value is calculated as the difference between the market value on the date of exercise and the exercise price of the share options.

For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses recognized by the Group for the share options granted were insignificant. As of December 31, 2022, the unrecognized share-based compensation expenses related to the share options granted were insignificant. The expenses are expected to be recognized over a weighted-average period of 1.9 years.

JD.com, Inc.
Notes to the Consolidated Financial Statements

27. Share-based compensation (Continued)

(2) Founder awards

In May 2015, with approval of the board of directors of the Company, Mr. Richard Qiangdong Liu (Mr. Liu), the Founder, was granted an option to acquire a total of 26,000,000 Class A ordinary shares of the Company with an exercise price of US\$16.70 per share (or US\$33.40 per ADS) under the Company's Share Incentive Plan, subject to a 10-year vesting schedule with 10% of the awards vesting on each anniversary of the grant date. The Company will not grant any additional equity incentive to Mr. Liu during the 10-year period.

For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses recognized for the Founder's share options were RMB104 million, RMB73 million and RMB54 million, respectively.

As of December 31, 2022, there were RMB63 million of unrecognized share-based compensation expenses related to the Founder's share options. The expenses are expected to be recognized over a weighted-average period of 2.4 years.

(3) Share-based compensation of subsidiaries

JD Logistics

JD Logistics approved and adopted a Pre-IPO share incentive plan on March 31, 2018 and a Post-IPO share option scheme and a Post-IPO share award scheme on May 10, 2021, collectively the "JD Logistics Plan". JD Logistics launched the JD Logistics Plan to eligible employees and non-employees to attract and retain the best available personnel, provide additional incentives to its employees and non-employees for promoting the success of JD Logistics. The JD Logistics Plan consists of share options, RSUs and other types of awards.

JD Logistics granted 224,511,105 and 30,030,446 share options of JD Logistics to its employees and non-employees for the years ended December 31, 2020 and 2021, respectively, including the share options granted to Mr. Liu as mentioned below. There was no share option granted in 2022. The estimated fair value of each option granted is estimated on the date of grant using the binomial option-pricing model. The weighted average grant date fair value of options granted for the years ended December 31, 2020 and 2021 was US\$2.00 and US\$4.31 per share, respectively. For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses for the share options granted under the JD Logistics Plan were RMB640 million, RMB1,162 million and RMB702 million, respectively. As of December 31, 2022, there were RMB970 million of unrecognized share-based compensation expenses related to the share options granted. The expenses are expected to be recognized over a weighted-average period of 3.6 years.

In October 2020, options to acquire 99,186,705 ordinary shares of JD Logistics with an exercise price of US\$0.01 per share were granted to Mr. Liu according to the JD Logistics Plan. The grant was awarded to Mr. Liu to motivate him to continue leading the future success of JD Logistics. The grant by JD Logistics is subject to a 6-year vesting schedule with 16.7% of the awards vesting on each anniversary of the grant date.

Starting July 2021, JD Logistics granted RSUs to its employees and non-employees. JD Logistics granted 9,663,953 and 41,570,538 RSUs of JD Logistics to its employees and non-employees for the years ended December 31, 2021 and 2022, respectively. The estimated fair value of each RSU granted is based on market value of the JD Logistics's shares on each date of grant. The weighted average grant date fair value of RSUs granted for the years ended December 31, 2021 and 2022 was HK\$35.00 and HK\$18.23 per share, respectively. For the years ended December 31, 2021 and 2022, total share-based compensation expenses for the RSUs granted under JD Logistics Plan were RMB39 million and RMB259 million, respectively. As of December 31, 2022, there were RMB412 million of unrecognized share-based compensation expenses related to the RSUs granted. The expenses are expected to be recognized over a weighted-average period of 3.3 years.

JD.com, Inc.
Notes to the Consolidated Financial Statements

27. Share-based compensation (Continued)

(3) Share-based compensation of subsidiaries (Continued)

JD Health

JD Health approved and adopted a Pre-IPO share incentive plan on September 14, 2020 and a Post-IPO share option scheme and a Post-IPO share award scheme on November 23, 2020, collectively the “JD Health Plan”. JD Health launched the JD Health Plan to eligible employees and non-employees to attract and retain the best available personnel, provide additional incentives to its employees and non-employees for promoting the success of JD Health. The JD Health Plan consists of share options, RSUs and other types of awards.

JD Health granted 94,770,812 share options of JD Health to its employees and non-employees for the year ended December 31, 2020, including the share options granted to Mr. Liu as mentioned below. There was no share option granted in 2021 and 2022. The estimated fair value of each option grant is estimated on the date of grant using the binomial option-pricing model. The weighted average grant date fair value of options granted for the year ended December 31, 2020 was US\$7.45 per share. For the years ended December 31, 2020, 2021 and 2022, total share-based compensation expenses for the share options granted under the JD Health Plan were RMB331 million, RMB1,133 million and RMB960 million, respectively. As of December 31, 2022, there were RMB1,165 million of unrecognized share-based compensation expenses related to the share options granted. The expenses are expected to be recognized over a weighted-average period of 4.7 years.

In October 2020, options to acquire 53,042,516 ordinary shares of JD Health with an exercise price of US\$0.0000005 per share were granted to Mr. Liu according to the JD Health Plan. The grant was awarded to Mr. Liu to motivate him to continue leading the future success of JD Health. The grant by JD Health is subject to a 6-year vesting schedule with 16.7% of the awards vesting on each anniversary of the grant date.

Starting January 2021, JD Health granted RSUs to its employees and non-employees. JD Health granted 80,582,712 and 4,638,422 RSUs of JD Health to its employees and non-employees for the years ended December 31, 2021 and 2022, respectively. The estimated fair value of each RSU granted is based on market value of the JD Health’s shares on each date of grant. The weighted average grant date fair value of RSUs granted for the years ended December 31, 2021 and 2022 was HK\$112.31 and HK\$52.33 per share, respectively. For the years ended December 31, 2021 and 2022, total share-based compensation expenses for the RSUs granted under the JD Health Plan were RMB1,428 million and RMB1,108 million, respectively. As of December 31, 2022, there were RMB1,609 million of unrecognized share-based compensation expenses related to the RSUs granted. The expenses are expected to be recognized over a weighted-average period of 3.9 years.

Other Subsidiaries

In 2021, JD Property and JD Industrials each approved and adopted their own share incentive plan (“JD Property Plan” and “JD Industrials Plan”), respectively, to eligible employees and non-employees to attract and retain the best available personnel, provide additional incentives to its employees and non-employees for promoting the success of JD Property and JD Industrials. The JD Property Plan and JD Industrials Plan both consist of share options, RSUs and other types of awards.

JD Property granted 193,059,698 RSUs and 108,399,512 share options for the years ended December 31, 2021 and 2022, respectively. The estimated fair value of each RSU and share option granted is estimated on the date of grant using the Black-Scholes option pricing model. The weighted average grant date fair value of RSUs granted for the year ended December 31, 2021 was RMB2.42 and the weighted average grant date fair value of share options granted for the year ended December 31, 2022 was RMB4.03 per share. 193,059,698 RSUs and options to acquire 81,446,610 ordinary shares of JD Property with an exercise US\$0.0000005 per share were granted to Mr. Liu according to the JD Property Plan, which were fully vested on November 25, 2021 and October 1, 2022, respectively. Total share-based compensation expenses for the RSUs granted under JD Property Plan for the year ended December 31, 2021 were RMB467 million and expenses for the share options granted under JD Property Plan for the year ended December 31, 2022 were RMB354 million. As of December 31, 2022, there were RMB50 million of unrecognized share-based compensation expenses related to the share options granted. The expenses are expected to be recognized over a weighted-average period of 3.0 years.

JD.com, Inc.
Notes to the Consolidated Financial Statements

27. Share-based compensation (Continued)

(3) Share-based compensation of subsidiaries (Continued)

Other Subsidiaries (Continued)

JD Industrials granted 90,629,636 RSUs and 2,660,000 share options for the years ended December 31, 2021 and 2022, respectively. The estimated fair value of each RSU and share option granted is estimated on the date of grant based on the recent rounds of financing or binomial option-pricing model. The weighted average grant date fair value of RSUs granted for the year ended December 31, 2021 was US\$1.18 and the weighted average grant date fair value of share options granted for the year ended December 31, 2022 was US\$1.40 per share. 90,629,636 RSUs, which were fully vested on December 30, 2021, were granted to Mr. Liu according to the JD Industrials Plan for the year ended December 31, 2021. Total share-based compensation expenses for the RSUs granted under JD Industrials Plan for the year ended December 31, 2021 were RMB684 million and expenses for the share options granted under JD Industrials Plan for the year ended December 31, 2022 were RMB7 million. As of December 31, 2022, there were RMB12 million of unrecognized share-based compensation expenses related to the share options granted. The expenses are expected to be recognized over a weighted-average period of 3.25 years.

Other than those disclosed above, the share-based compensation expenses of other subsidiaries in aggregate were insignificant for the years ended December 31, 2020, 2021 and 2022.

28. Net income/(loss) per share

Basic and diluted net income/(loss) per share for each of the years presented are calculated as follows:

	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
Numerator:			
Net income/(loss) attributable to ordinary shareholders — basic (RMB in millions)	49,405	(3,560)	10,380
Impact of subsidiaries' diluted earnings (RMB in millions)	(157)	(2)	(170)
Net income/(loss) attributable to ordinary shareholders — diluted (RMB in millions)	49,248	(3,562)	10,210
Denominator:			
Weighted average number of shares — basic	3,021,808,985	3,107,436,665	3,125,571,110
Adjustments for dilutive options and RSUs	87,215,045	—	55,315,026
Weighted average number of shares — diluted	3,109,024,030	3,107,436,665	3,180,886,136
Basic net income/(loss) per share attributable to ordinary shareholders (RMB)	16.35	(1.15)	3.32
Diluted net income/(loss) per share attributable to ordinary shareholders (RMB)	15.84	(1.15)	3.21

Generally, basic net income/(loss) per share is computed using the weighted average number of ordinary shares outstanding during the respective year. Diluted net income/(loss) per share is computed using the weighted average number of ordinary shares and dilutive potential ordinary shares outstanding during the respective year. The potentially dilutive ordinary shares included RSUs and options to purchase ordinary shares of 138,762,892, 127,098,868 and 105,899,185 for the years ended December 31, 2020, 2021 and 2022 on a weighted average basis, respectively. They were not included in the calculation of diluted net income/(loss) per share in the periods presented where their inclusion would be anti-dilutive.

JD.com, Inc.
Notes to the Consolidated Financial Statements

29. Related party transactions

The table below sets forth the major related parties and their relationships with the Group as of December 31, 2022:

<u>Name of related parties</u>	<u>Relationship with the Group</u>
Tencent and its subsidiaries (“Tencent Group”)(*)	A shareholder of the Group
Dada and its subsidiaries (“Dada Group”)(**)	An investee of the Group
JD Technology (***)	An investee of the Group, and controlled by the Founder
Property Funds	Investees of the Group
ATRenew and its subsidiaries (“ATRenew Group”)	An investee of the Group

(*) In March 2022, Tencent completed a distribution of approximately 460 million Class A ordinary shares of the Company owned by Tencent to its shareholders. As of March 31, 2022, Tencent’s shareholding in the Company was approximately 2.3% and Tencent had no significant influence over the Company. As a result, Tencent Group was not considered as the Group’s related party since then.

(**) Dada became the subsidiary of the Company since February 28, 2022 as disclosed in Note 7. As a result, Dada Group was not considered as the Group’s related party since then.

(***) JD Technology became an investee of the Group since June 2020 (Note 6).

(a) The Group entered into the following transactions with the major related parties:

<u>Transactions</u>	<u>For the year ended December 31,</u>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
	(RMB in millions)		
Revenues:			
Commission from cooperation on advertising business with Tencent Group(*)	355	248	44
Services provided and products sold to Tencent Group(*)	375	553	77
Services provided and products sold to Dada Group	179	523	135
Services provided and products sold to ATRenew Group	664	894	806
Services provided and products sold to JD Technology	598	882	1,044
Operating expenses:			
Services received and purchases from Tencent Group(*)	3,226	5,010	1,314
Services received from Dada Group	2,200	1,087	212
Payment processing and other services received from JD Technology	6,945	8,762	11,494
Lease and property management services received from Property Funds	838	1,180	1,249
Services received from ATRenew Group	32	31	4
Other income:			
Income from non-compete agreement with Dada Group	82	77	13
Interest income from loans provided to JD Technology	31	253	301
Interest income from loans provided to Property Funds	49	39	43

(*) Please refer to Note 23 for more details of strategic cooperation with Tencent Group.

Revenues from related parties, excluding those from the major related parties as stated above, represented approximately 0.15%, 0.24% and 0.26% of total net revenues of the Group for the years ended December 31, 2020, 2021 and 2022, respectively. Transactions with related parties included in operating expenses, excluding those with the major related parties as stated above, represented 0.28%, 0.17% and 0.13% of total operating expenses of the Group for the years ended December 31, 2020, 2021 and 2022, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

29. Related party transactions (Continued)

(b) The Group had the following balances with the major related parties:

	<u>As of December 31,</u>	
	<u>2021</u>	<u>2022</u>
	<u>(RMB in millions)</u>	
Due from Tencent Group	1,956	—
Due from JD Technology		
Loans provided to JD Technology (*)	2,876	3,378
Other payables to JD Technology	(416)	(637)
Due from Property Funds		
Loans provided to Property Funds (*)	769	1,746
Other receivables from Property Funds	87	1,068
Due from ATRenew Group	—	22
Total	<u>5,272</u>	<u>5,577</u>
Due to Dada Group	(337)	—
Due to ATRenew Group	(45)	—
Total	<u>(382)</u>	<u>—</u>
Deferred revenues in relation to traffic support, marketing and promotion services to be provided to Dada Group	(83)	—
Deferred revenues in relation to traffic support, marketing and promotion services to be provided to ATRenew Group	(1,038)	(610)
Total	<u>(1,121)</u>	<u>(610)</u>
Other liabilities in relation to non-compete obligation to Dada Group	(101)	—
Total	<u>(101)</u>	<u>—</u>

(*) In relation to the loans provided to JD Technology and Property Funds, the Group charged JD Technology and Property Funds based on fair market interest rate, and cash flows resulted from the loans were presented within investing activities in the consolidated statements of cash flows.

As of December 31, 2021 and 2022, the Group recorded amount due from related parties other than the major related parties as stated above of RMB492 million and RMB565 million, which represented approximately 2.11% and 1.58% of the Group's total accounts receivable, net and prepayments and other current assets, respectively. As of December 31, 2021 and 2022, the Group recorded amount due to related parties other than the major related parties and deferred revenues in relation to traffic support, marketing and promotion services to be provided to related parties other than the major related parties as stated above of RMB137 million and RMB488 million, which represented approximately 0.07% and 0.20% of the Group's total accounts payable, advance from customers, accrued expenses and other current liabilities, deferred revenues and other non-current liabilities, respectively.

JD.com, Inc.
Notes to the Consolidated Financial Statements

29. Related party transactions (Continued)

(c) Other information related to related party transactions:

Based on a series of agreements signed on January 1, 2016, JD Technology will perform the credit risk assessment and other related services in relation to consumer financing business and obtain the rewards from such services, thus JD Technology will purchase the consumer financing receivables past due over certain agreed period of time from the Group at carrying values without recourse and also agree to bear other cost in direct relation to the consumer financing business to absorb the risks. In connection with the agreements, the total amount of over-due consumer financing receivable related to the consumer financing business transferred from the Group to JD Technology were RMB493 million, RMB77 million and RMB237 million for the years ended December 31, 2020, 2021 and 2022, respectively. In connection with the consumer financing business, JD Technology charged the Group RMB1,721 million, RMB1,985 million and RMB1,627 million, for the years ended December 31, 2020, 2021 and 2022 for payment processing services provided to the Group, respectively, which are included in “payment processing and other services received from JD Technology” stated above.

The Group transferred certain financial assets to JD Technology with or without recourse at fair value. The accounts receivable transferred without recourse were RMB33,406 million, RMB43,299 million and RMB50,282 million for the years ended December 31, 2020, 2021 and 2022, respectively, and were derecognized.

In 2022, the Group also transferred to JD Technology certain equipment amounted to RMB1,462 million.

Mr. Richard Qiangdong Liu, the Group’s Chairman of the board since the Group’s inception and the Chief Executive Officer since the Group’s inception to April 2022, has purchased his own aircraft for both business and personal use. The use of the aircraft in connection with the performance of his duty as employee is free of charge to the Group, and the Group has agreed to assume the cost of maintenance, crew and operations of the aircraft relating to the use of the aircraft. Such maintenance and incidental costs were insignificant for all periods presented.

The terms of the agreements with the related parties are determined based on contracted prices negotiated with other parties in normal commercial terms.

JD.com, Inc.
Notes to the Consolidated Financial Statements

30. Segment reporting

The Group derives the results of the segments directly from its internal management reporting system. The CODM measures the performance of each segment based on metrics of revenues and earnings from operations and uses these results to evaluate the performance of, and to allocate resources to, each of the segments. The Group currently does not allocate assets, share-based compensation expenses and certain operating expenses to its segments, as the CODM does not use such information to allocate resources to or evaluate the performance of the operating segments. As most of the Group's long-lived assets are located in the PRC and most of the Group's revenues are derived from the PRC, no geographical information is presented.

As disclosed in Note 2(mm), beginning with the first quarter of 2021, the Group implemented certain segment reporting changes to better reflect its optimized organizational structure and business developments. As a result, the Group reported three segments, JD Retail, JD Logistics and New Businesses in 2021. JD Cloud & AI businesses were deconsolidated from the Company from March 31, 2021, thus the operating results of JD Cloud & AI businesses were not included in New Businesses segment from the second quarter of 2021. The Group consolidated Dada since February 28, 2022 and reported the results of Dada as a new standalone segment. The Group also consolidated CNLP through JD Property since March 1, 2022 and reported the results of CNLP in the New Businesses segment. In addition, the Group has consolidated Deppon Holdco except the Excluded Business as defined in Note 7 since July 26, 2022 and reported the results of Deppon Holdco except Excluded Business as defined in Note 7 in the JD Logistics segment. As a result, the Group reported four segments, JD Retail, JD Logistics, Dada and New Businesses since 2022.

The table below provides a summary of the Group's operating segment results for the years ended December 31, 2020, 2021 and 2022, with prior periods' segment information retrospectively recast to conform to current period presentation:

	For the year ended December 31,		
	2020	2021	2022
	(RMB in millions)		
Net revenues:			
JD Retail	693,965	866,303	929,929
JD Logistics	73,375	104,693	137,402
Dada	—	—	8,030
New Businesses	17,601	26,063	21,779
Inter-segment(*)	(39,945)	(46,043)	(50,904)
Total segment net revenues	744,996	951,016	1,046,236
Unallocated items	806	576	—
Total consolidated net revenues	745,802	951,592	1,046,236
Operating income/(loss):			
JD Retail	20,611	26,613	34,852
JD Logistics	1,098	(1,827)	528
Dada	—	—	(1,122)
New Businesses	(4,723)	(10,600)	(5,295)
<i>Including: gain on sale of development properties (Note 19)</i>	<i>1,649</i>	<i>767</i>	<i>1,379</i>
Total segment operating income	16,986	14,186	28,963
Unallocated items(**)	(4,643)	(10,045)	(9,240)
Total consolidated operating income	12,343	4,141	19,723
Total other income/(expense)	38,476	(6,721)	(5,856)
Income/(loss) before tax	50,819	(2,580)	13,867

(*) The inter-segment eliminations mainly consist of revenues from supply chain solutions and logistics services provided by JD Logistics to JD Retail, and property leasing services provided by JD Property to JD Logistics.

JD.com, Inc.
Notes to the Consolidated Financial Statements

30. Segment reporting (Continued)

(**) A summary of unallocated items for the years presented is as follows:

	For the year ended December 31,		
	2020	2021	2022
	(RMB in millions)		
Share-based compensation	(4,156)	(9,134)	(7,548)
Amortization of intangible assets resulting from assets and business acquisitions	(723)	(940)	(1,217)
Effects of business cooperation arrangements	236	29	(475)
Total	<u>(4,643)</u>	<u>(10,045)</u>	<u>(9,240)</u>

31. Employee benefit

Full time employees of the Group in the PRC participate in a government mandated defined contribution plan, pursuant to which certain pension benefits, medical care, employee housing fund and other welfare benefits are provided to the employees. Chinese labor regulations require that the PRC subsidiaries and consolidated VIEs of the Group make contributions to the government for these benefits based on certain percentages of the employees' salaries, up to a maximum amount specified by the local government. The Group has no legal obligation for the benefits beyond the contributions made. The total amounts for such employee benefit expenses, which were expensed as incurred, were approximately RMB4,580 million, RMB7,894 million and RMB7,627 million for the years ended December 31, 2020, 2021 and 2022, respectively. Employee benefit expenses for the year ended December 31, 2020 was partially offset by the one-off benefit of the social security relief.

32. Loan facilities and lines of credit

As of December 31, 2022, the Group's loan facilities were classified into different types as follows:

	As of December 31, 2022
	(RMB in millions)
Unsecured senior notes (Note 17)	10,224
Unsecured borrowings (*)	24,327
Secured borrowings (**)	7,828
Total	<u>42,379</u>

(*) As of December 31, 2022, the unsecured borrowings mainly consisted of borrowings without collaterals under loan facility agreements and borrowed from well-known financial institutions. The major unsecured borrowings are listed as below.

In October 2021, the Group entered into a one-year HK\$15,931 million term loan facility agreement with 5 lead arrangers. The term loans under this facility were priced at 50 basis points over Hong Kong Interbank Offered Rate ("HIBOR") on and from the date of first loan made or to be made ("Initial Utilization Date") to and including the date falling 6 months from the Initial Utilization Date, and thereafter at 70 basis points over HIBOR. In February and May 2022, the Group drew down HK\$6,300 million and HK\$2,741 million under the facility commitment, respectively. As of December 31, 2022, the borrowings above were recorded in short-term debts in the consolidated balance sheets and the undrawn balance was HK\$6,890 million under this agreement. The borrowings were fully repaid in February 2023. The Group entered into another one-year HK\$9,041 million term loan facility agreement to refinance the loan and drew down all the facility in February 2023.

In December 2021, the Group entered into a 5-year US\$2,000 million unsecured term and revolving loan facility with 5 lead arrangers. The term and revolving loans under this facility were priced at 85 basis points over London Interbank Offered Rate, which was amended to the secured overnight financing rate ("SOFR") in September 2022. In April 2022, the Group drew down US\$1,000 million under the facility commitment, which will be due in 2027. As of December 31, 2022, RMB6,965 million of the borrowings above were recorded in long-term borrowings in the consolidated balance sheets and the undrawn balance was US\$1,000 million under the credit facilities agreement.

In December 2022, the Group entered into a seven-year RMB3,000 million term loan facility agreement. The term loans under this facility were priced at 145 basis points below Loan Prime Rate ("LPR"). In December 2022, the Group drew down RMB2,000 million under the facility commitment. As of December 31, 2022, RMB10 million was recorded in short-term debts and RMB1,990 million borrowings were recorded in long-term borrowings in the consolidated balance sheets. The undrawn balance was RMB1,000 million under this agreement.

As of December 31, 2022, in addition to the above unsecured borrowings, RMB3,185 million and RMB4,101 million borrowings recorded in short-term debts and long-term borrowings, respectively, were without collaterals and borrowed from well-known financial institutions.

(**) As of December 31, 2022, RMB875 million and RMB6,953 million borrowings, were recorded in short-term debts and long-term borrowings, respectively, with collaterals of RMB19,765 million which mainly comprised of buildings, land use rights and certain subsidiary's equity interests which is measured at fair value.

JD.com, Inc.
Notes to the Consolidated Financial Statements

32. Loan facilities and lines of credit (Continued)

As of December 31, 2022, the long-term borrowings, including the portion due within one year which were recoded in “short-term debts”, will be repaid according to the following schedule:

	<u>As of</u> <u>December 31, 2022</u> <u>(RMB in millions)</u>
2023	885
2024	1,367
2025	3,360
2026	2,109
2027	7,619
2028 and thereafter	5,554
	<u>20,894</u>

As of December 31, 2022, the Group had agreements with reputable commercial banks for unsecured revolving lines of credit, and increased its revolving lines of credit to RMB131,367 million. The Group was in compliance with the financial covenants, if any, under those lines of credit as of December 31, 2022. As of December 31, 2022, under the lines of credit, the Group mainly had RMB30,391 million reserved for the issuance of bank acceptance and RMB2,331 million reserved for the bank guarantee.

33. Commitments and contingencies

Commitments for internet data center (IDC) service fee

The Group entered into non-cancelable IDC service agreements. The related expenses were RMB2,864 million, RMB2,236 million and RMB3,661 million for the years ended December 31, 2020, 2021 and 2022, respectively, and were charged to the consolidated statements of operations and comprehensive income/(loss) when incurred. Future minimum payments under these non-cancelable agreements with initial terms of one year or more consist of the following:

	<u>As of</u> <u>December 31, 2022</u> <u>(RMB in millions)</u>
2023	824
2024	784
2025	357
2026	330
2027	328
2028 and thereafter	1,708
	<u>4,331</u>

Capital commitments

The Group’s capital commitments primarily relate to commitments on construction and purchase of office building and warehouses. Total capital commitments contracted but not yet reflected in the consolidated financial statements amounted to RMB10,744 million as of December 31, 2022. All of these capital commitments will be fulfilled in the following years according to the construction progress.

Investment commitments

The Group’s investment commitments primarily related to capital contribution obligation for certain fund investments. Total investment commitments contracted but not yet reflected in the consolidated financial statements amounted to RMB2,449 million as of December 31, 2022.

Long-term debt obligations

The Group’s long-term debt obligations include unsecured senior notes and long-term borrowings. The amounts exclude the corresponding interest payable. The expected repayment schedule of the unsecured senior notes and long-term borrowings have been disclosed in Note 17 and Note 32, respectively.

Legal proceedings

From time to time, the Group is subject to legal proceedings and claims in the ordinary course of business. Third parties assert patent infringement claims against the Group from time to time in the form of letters, lawsuits and other forms of communication. In addition, from time to time, the Group receives notification from customers claiming that they are entitled to indemnification or other obligations from the Group related to infringement claims made against them by third parties. Litigation, even if the Group is ultimately successful, can be costly and divert management’s attention away from the day-to-day operations of the Group. The Group records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Group reviews the need for any such liability on a regular basis. The Group has not recorded any material liabilities in this regard as of December 31, 2022.

JD.com, Inc.
Notes to the Consolidated Financial Statements

33. Commitments and contingencies (Continued)

Purchase commitments

The Group's purchase commitments primarily relate to purchase of products. Total purchase commitments contracted but not yet reflected in the consolidated financial statements as of December 31, 2022 represented less than 1% of total net revenues of the Group for the year ended December 31, 2022.

34. Restricted net assets

The Company's ability to pay dividends is primarily dependent on the Company receiving distributions of funds from its subsidiaries. Relevant PRC statutory laws and regulations permit payments of dividends by the Company's subsidiaries and consolidated VIEs incorporated in the PRC only out of their retained earnings, if any, as determined in accordance with the PRC accounting standards and regulations. The results of operations reflected in the financial statements prepared in accordance with U.S. GAAP differ from those reflected in the statutory financial statements of the Company's subsidiaries.

In accordance with the PRC Regulations on Enterprises with Foreign Investment, a foreign invested enterprise established in the PRC is required to provide certain statutory reserve funds, namely general reserve fund, the enterprise expansion fund and staff welfare and bonus fund which are appropriated from net profits as reported in the enterprise's PRC statutory financial statements. A foreign invested enterprise is required to allocate at least 10% of its annual after-tax profits to the general reserve fund until such reserve fund has reached 50% of its registered capital based on the enterprise's PRC statutory financial statements. Appropriations to the enterprise expansion fund and staff welfare and bonus fund are at the discretion of the board of directors for all foreign invested enterprises. The aforementioned reserved funds can only be used for specific purposes and are not distributable as cash dividends.

Additionally, in accordance with the Company Law of the PRC, a domestic enterprise is required to provide statutory surplus fund at least 10% of its annual after-tax profits until such statutory surplus fund has reached 50% of its registered capital based on the enterprise's PRC statutory financial statements. A domestic enterprise is also required to provide discretionary surplus fund, at the discretion of the board of directors, from the net profits reported in the enterprise's PRC statutory financial statements. The aforementioned reserve funds can only be used for specific purposes and are not distributable as cash dividends.

As a result of these PRC laws and regulations that require annual appropriations of 10% of net after-tax profits to be set aside prior to payment of dividends as general reserve fund or statutory surplus fund, the Company's PRC subsidiaries and consolidated VIEs are restricted in their ability to transfer a portion of their net assets to the Company.

Amounts restricted include paid-in capital, additional paid-in capital and statutory reserve funds, as determined pursuant to the PRC GAAP, totaling approximately RMB58,228 million, or 27% of the Company's total consolidated net assets, as of December 31, 2022. Except for the above, there is no other restriction on the use of proceeds generated by the Company's subsidiaries and consolidated VIEs to satisfy any obligations of the Company.

JD.com, Inc.
Notes to the Consolidated Financial Statements

35. Subsequent events

Listing of Real Estate Investment Trust

The warehousing real estate investment trust (“REIT”), jointly established by the Company, JD Property and Harvest Fund, became the first of its kind in the private sector in China that received formal approval from China’s Securities Regulatory Commission in December 2022 and was listed on the Shanghai Stock Exchange in February 2023. The listing raised over RMB1.7 billion.

Dividends

On March 8, 2023, the Board of Directors of the Company approved a cash dividend of US\$0.31 per ordinary share, or US\$0.62 per ADS, to holders of ordinary shares and holders of ADSs, respectively, as of the close of business on April 6, 2023, payable in U.S. dollars. The aggregate amount of the dividend will be approximately US\$1.0 billion. The payment date is expected to be on or around April 27, 2023 and on or around May 4, 2023 for holders of ordinary shares and holders of ADSs, respectively.

In addition, the Company plans to adopt an annual dividend policy, under which the Company may choose to declare and distribute a cash dividend each year, starting from 2023, at an amount determined in relation to the Company’s financial performance in the previous fiscal year, among other factors. The determination to make dividend distributions in any particular year will be made at the discretion of the Board of Directors based upon factors such as the Company’s results of operations, cash flow, financial condition, capital requirements and other considerations that the Board of Directors deems relevant.

JD Industrials’ Series B Transaction

In March 2023, JD Industrials entered into definitive transaction agreements in connection with its series B preference shares with a group of investors. The total cash proceeds were approximately US\$210 million. The Group remained the majority shareholder of JD Industrials after the completion of the transactions.

JD Property applied for HKEX listing

On March 30, 2023, JD Property, through its joint sponsors, submitted a listing application form to the HKEX to apply for the listing of, and permission to deal in, the shares of JD Property on the Main Board of the HKEX. The Group will remain the majority shareholder of JD Property after the listing. There is no assurance as to whether or when the proposed listing may take place.

JD Industrials applied for HKEX listing

On March 30, 2023, JD Industrials, through its joint sponsors, submitted a listing application form to the HKEX to apply for the listing of, and permission to deal in, the shares of JD Industrials on the Main Board of the HKEX. The Group will remain the majority shareholder of JD Industrials after the listing. There is no assurance as to whether or when the proposed listing may take place.

Share Repurchase Program

Under the 2020 share repurchase program, as of the date of this report, the Company had repurchased 20,255,890 ADSs for approximately US\$1,290 million, including 3,839,490 ADSs for approximately US\$153 million during the period from January 1, 2023 to the date of this report.

JD.com, Inc.
Notes to the Consolidated Financial Statements

36. Parent company only condensed financial information

The Company performed a test on the restricted net assets of the consolidated subsidiaries and VIEs in accordance with Rule 5-04 (c) of Regulation S-X, and concluded that it was applicable for the Company to disclose the financial information for the parent company only.

As of December 31, 2022, the Company did not have significant capital commitments and other significant commitments, or guarantees, except for those which have been separately disclosed in the consolidated financial statements.

Condensed Balance Sheets

	As of December 31,		
	2021	2022	
	RMB	RMB	US\$
			Note 2(g)
	(in millions, except share and per share data)		
ASSETS			
Cash and cash equivalents	7,417	5,029	729
Short-term investments	1	—	—
Internal balance	65,120	63,708	9,237
Investments in subsidiaries and consolidated VIEs	148,607	162,015	23,491
Prepayments and other assets	419	308	44
Total assets	221,564	231,060	33,501
LIABILITIES			
Short-term debts	2,869	—	—
Unsecured senior notes	9,461	10,347	1,499
Long-term borrowings	—	6,965	1,010
Accrued expenses and other liabilities	323	382	56
Total liabilities	12,653	17,694	2,565
SHAREHOLDERS' EQUITY:			
Ordinary shares (US\$0.00002 par value; 100,000,000,000 shares authorized; 2,731,123,330 Class A ordinary shares issued and 2,690,342,230 outstanding, 428,185,501 Class B ordinary shares issued and 420,449,419 outstanding as of December 31, 2021; 2,793,298,344 Class A ordinary shares issued and 2,756,458,772 outstanding, 386,374,723 Class B ordinary shares issued and 379,220,475 outstanding as of December 31, 2022.)	— *	— *	— *
Additional paid-in capital	182,578	184,041	26,683
Statutory reserves	1,586	3,473	504
Treasury stock	(2,968)	(2,493)	(361)
Retained earnings	33,805	29,304	4,249
Accumulated other comprehensive loss	(6,090)	(959)	(139)
Total shareholders' equity	208,911	213,366	30,936
Total liabilities and shareholders' equity	221,564	231,060	33,501

* Absolute value is less than RMB1 million.

JD.com, Inc.
Notes to the Consolidated Financial Statements

36. Parent company only condensed financial information (Continued)

Condensed Statements of Operations and Comprehensive Income/(Loss)

	For the year ended December 31,			
	2020	2021	2022	
	RMB	RMB	RMB	US\$
				Note 2(g)
	(in millions, except share and per share data)			
Operating expenses				
Marketing	(11)	(4)	(2)	—
General and administrative	(453)	(465)	(331)	(48)
Loss from operations	<u>(464)</u>	<u>(469)</u>	<u>(333)</u>	<u>(48)</u>
Other income/(expense)				
Income/(loss) from subsidiaries and consolidated VIEs	50,154	(2,708)	10,667	1,548
Other income/(expense), net	(266)	(376)	48	7
Income/(loss) before tax	<u>49,424</u>	<u>(3,553)</u>	<u>10,382</u>	<u>1,507</u>
Income tax expenses	(19)	(7)	(2)	—
Net income/(loss)	<u>49,405</u>	<u>(3,560)</u>	<u>10,380</u>	<u>1,507</u>
Net income/(loss) attributable to ordinary shareholders	<u>49,405</u>	<u>(3,560)</u>	<u>10,380</u>	<u>1,507</u>
Net income/(loss)				
Other comprehensive income/(loss):				
Foreign currency translation adjustments	(7,656)	(2,542)	5,131	744
Net change in unrealized gains/(losses) on available-for-sale securities:				
Unrealized gains, net of tax	705	—	—	—
Reclassification adjustment for gains recorded in net income, net of tax	(760)	—	—	—
Net unrealized losses on available-for-sale securities	(55)	—	—	—
Total other comprehensive income/(loss)	<u>(7,711)</u>	<u>(2,542)</u>	<u>5,131</u>	<u>744</u>
Total comprehensive income/(loss)	<u>41,694</u>	<u>(6,102)</u>	<u>15,511</u>	<u>2,251</u>

JD.com, Inc.
Notes to the Consolidated Financial Statements

36. Parent company only condensed financial information (Continued)

Condensed Statements of Cash Flows

	For the year ended December 31,			
	2020	2021	2022	
	RMB	RMB	RMB	US\$ Note 2(g)
	(in millions)			
Net cash used in operating activities	(243)	(411)	(509)	(74)
Cash flows from investing activities:				
Purchase of short-term investments	(3,421)	(3,189)	—	—
Maturity of short-term investments	—	6,546	1	—
Loans (provided to)/settled by internal companies	(13,421)	(20,900)	7,426	1,077
Other investing activities	40	3,147	—	—
Net cash provided by/(used in) investing activities	<u>(16,802)</u>	<u>(14,396)</u>	<u>7,427</u>	<u>1,077</u>
Cash flows from financing activities:				
Proceeds from issuance of ordinary shares	31,342	—	—	—
Repurchase of ordinary shares	—	—	(1,823)	(264)
Cash paid for dividends	—	—	(13,087)	(1,897)
Proceeds from short-term borrowings	—	—	3,945	572
Repayment of short-term borrowings	—	—	(7,005)	(1,016)
Proceeds from long-term borrowings	—	—	6,618	960
Proceeds from unsecured senior notes	6,804	—	—	—
Repayment of unsecured senior notes	—	(3,246)	—	—
Other financing activities	236	62	1,043	151
Net cash provided by/(used in) financing activities	<u>38,382</u>	<u>(3,184)</u>	<u>(10,309)</u>	<u>(1,494)</u>
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(2,369)	(136)	1,003	145
Net increase/(decrease) in cash, cash equivalents, and restricted cash	18,968	(18,127)	(2,388)	(346)
Cash, cash equivalents, and restricted cash at beginning of year	6,576	25,544	7,417	1,075
Cash, cash equivalents, and restricted cash at end of year	<u>25,544</u>	<u>7,417</u>	<u>5,029</u>	<u>729</u>

Basis of presentation

The Company's accounting policies are the same as the Group's accounting policies with the exception of the accounting for the investments in subsidiaries and consolidated VIEs.

For the parent company only condensed financial information, the Company records its investments in subsidiaries and consolidated VIEs under the equity method of accounting as prescribed in ASC 323. Such investments are presented in the condensed balance sheets as "Investments in subsidiaries and consolidated VIEs" and shares in the subsidiaries and consolidated VIEs' financial results are presented as "Income/(loss) from subsidiaries and consolidated VIEs" in the condensed statements of operations and comprehensive income/(loss). The parent company only condensed financial information should be read in conjunction with the Group's consolidated financial statements.

LOAN AGREEMENT

This LOAN AGREEMENT (this “**Agreement**”), dated September 16, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Lender: **Beijing Jingdong Century Trade Co., Ltd.**, with registered address at Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing;

And

Borrowers: **Qin Miao;
Yayun Li; and
Pang Zhang**

(In this Agreement, the Lender and the Borrowers are individually referred to as a “**Party**”, collectively the “**Parties**”).

Whereas, the Lender and Yayun Li, Pang Zhang and other relevant party have executed a loan agreement in December 2020 (the “**Original Loan Agreement**”), pursuant to which the lender provided a loan at an aggregate amount of RMB876,000,000 to Yayun Li and a loan at an aggregate amount of RMB730,000,000 to Pang Zhang, and Yayun Li and Pang Zhang have used such loan to pay for investment in the registered capital of Beijing Jingdong 360 Degree E-commerce Co., Ltd. (the “**Borrower Company**”) (the “**Original Loan**”), which is not paid by the borrowers.

Whereas, the Lender and Yayun Li, Pang Zhang and other relevant party have executed a termination agreement on September 16, 2022 to terminate the Original Loan Agreement and other agreements, and agreed that the rights and obligations between the Lender, Yayun Li and Pang Zhang should be fulfilled and exercised under the arrangement of this Agreement.

NOW THEREFORE, the parties hereby agree to as follows:

1. Loan

- 1.1 Subject to the terms and conditions of this Agreement, the Lender agrees to maintain the Original Loan to Yayun Li and Pang Zhang and will provide to Yayun Li and Pang Zhang the Original Loan as agreed (the amount to be determined by the Lender depending on circumstances), and to provide Qin Miao a loan in an aggregate amount of RMB1,331,420,839 (together with the Original Loan, the “**Loan**”).

- 1.2 The Borrowers agree to use the Loan to pay for its investment in the registered capital of the Borrower Company and, unless with prior written consent of the Lender, will not use the Loan for any other purpose, or transfer or pledge its shares or other interests in the Borrower Company to any third party.
- 1.3 It is confirmed that the Lender will not charge any interest upon the Loan, unless otherwise provided herein.

2. Term of Loan

- 2.1 The term of the Loan shall be ten (10) years from the date when the Borrowers actually receive all or any part of the Loan. Unless otherwise indicated by the Lender prior to its expiration, the term of the Loan will be automatically extended for another ten (10) years, and so forth thereafter.
- 2.2 During the term or any extended term of the Loan, the Loan will become immediately due and payable by the Borrowers pursuant to the terms of this Agreement if:
 - (1) The Borrowers die or become a person incapacitated or with limited capacity for civil acts;
 - (2) The Borrowers resign or are dismissed by the Lender, the Borrower Company or any affiliate of the Lender;
 - (3) The Borrowers commit a crime or are involved in a crime;
 - (4) Any third party pursue any claim of more than RMB 100,000 against any of the Borrowers and the Lender has reasonable ground to believe that the Borrowers will not be capable to pay for such claim;
 - (5) The Lender decides to perform the Exclusive Purchase Option Agreement (as defined below) when foreign enterprises are allowed to control or wholly own the Borrower Company under applicable PRC laws;
 - (6) The Borrowers fail to comply with or perform any of their commitments or obligations under this Agreement (or any other agreement between them and the Lender), and further fails to remedy such breach within 30 business days upon its occurrence; and
 - (7) This Agreement, the Equity Pledge Agreement, or the Exclusive Purchase Option Agreement is terminated or held invalid by any court for any reason other than the Lender's.

3. Repayment of Loan

- 3.1 The Lender and the Borrowers agree and confirm that the Loan will be repaid in the following manner only: the Borrowers will transfer all of its equity interests in the Borrower Company to the Lender or any legal or natural person designated by the Lender pursuant to requirements from the Lender.
- 3.2 The Lender and the Borrowers agree and confirm that to the extent permitted by the laws, the Lender has the right but no obligation to purchase or designate any legal or natural person designated by it to purchase all or any part of the equity interests in the Borrower Company from the Borrowers at the price set forth under the Exclusive Purchase Option Agreement.

- 3.3 It is agreed and confirmed by the Parties that the Borrowers shall be deemed to have fulfilled their repayment obligations hereunder only after both of the following conditions have been satisfied.
- (1) The Borrowers have transferred all of their equity interests in the Borrower Company to the Lender and/or its designated person; and
 - (2) The Borrowers have repaid to the Lender all of the transfer proceeds or an amount equivalent to the maximum amount permitted by the laws.
- 3.4 The Loan will be deemed as a zero interest loan if the price to transfer the equity interests in the Borrower Company to the Lender from the Borrowers concluded by the Parties under this Agreement any other related agreements is equal or less than the amount of the Loan. Under such circumstance, the Borrowers are not required to repay any remaining amount of and/or any interest upon the Loan; provided, however, that if the equity interest transfer price exceeds the amount of the Loan, the exceeding amount will be deemed as the interest upon the Loan (calculated by the highest interest permitted by the PRC laws) and financing cost thereof.
- 3.5 Notwithstanding anything to the contrary, if the Borrower Company goes bankruptcy, dissolution or is ordered for closure during the term or extended term of this Agreement, and Borrowers will liquidate the Borrower Company according to laws and all of the proceeds from such liquidation will be used to repay the principal, interest (calculated by the highest interest permitted by the PRC laws) and financing cost of the Loan.

4. Obligations of the Borrowers

- 4.1 The Borrowers will repay the Loan according to the provisions of this Agreement and requirements from the Lender.
- 4.2 The Borrowers will enter into an Equity Pledge Agreement (the “**Equity Pledge Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers agree to pledge all of its equity interests in the Borrower Company to the Lender.
- 4.3 The Borrowers will enter into an Exclusive Purchase Option Agreement (the “**Exclusive Purchase Option Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers will to the extent permitted by the PRC laws grant an irrevocable and exclusive purchase option for the Lender to purchase all or any part of the equity interest in the Borrower Company from the Borrowers.
- 4.4 The Borrowers will perform its obligations under this Agreement, the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, and provide support for the Lender to complete all filings, approvals, authorizations, registration and other government procedures necessary to perform such agreements.
- 4.5 The Borrowers will sign an irrevocable power of attorney authorizing a person designated by the Lender to exercise on their behalf all of their rights as the shareholders of the Borrower Company.

5. Representations and Warranties

- 5.1 The Lender represents and warrants to the Borrowers that from the date of this Agreement until termination hereof:
- (1) It is a wholly foreign-owned company duly incorporated and validly existing under the laws of the PRC;
 - (2) It has the power and receives all approvals and authorities necessary and appropriate to execute and perform this Agreement. Its execution and performance of this Agreement are in compliance with its articles of association or other organizational documents;

- (3) None of its execution or performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between it and any third party or any covenant issued to any third party; and
- (4) This Agreement, once executed, becomes legal, valid and enforceable obligations upon the Lender.

5.2 The Borrowers represent and warrant that from the date of this Agreement until termination hereof:

- (1) They are fully capable to conduct civil acts;
- (2) The Borrower Company is a limited liability company incorporated and validly existing under the PRC laws, and the Borrowers are the legal owners of the Borrower Equity;
- (3) None of their execution or performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between them and any third party or any covenant issued to any third party;
- (4) This Agreement, once executed, becomes legal, valid and enforceable obligations upon the Borrowers;
- (5) They have paid the full investment relating to the Borrower Equity according to law, and received a verification report for such payment from a qualified accounting firm;
- (6) Except for those provided under the Equity Pledge Agreement, they create no mortgage, pledge or any other security upon the Borrower Equity, provides no offer to any third party to transfer the Borrower Equity, make no covenant regarding any offer to purchase the Borrower Equity from any third party, or enter into any agreement with any third party to transfer the Borrower Equity;
- (7) There is no existing or potential dispute, suit, arbitration, administrative proceeding or any other legal proceeding in which the Borrowers and/or the Borrower Equity is involved; and
- (8) The Borrower Company has completed all government approvals, authorizations, licenses, registrations and filings necessary to conduct its businesses and own its assets.

6. Covenants from the Borrowers

- 6.1 The Borrowers covenant in their capacity of the shareholders of the Borrower Company that during the term of this Agreement they will procure the Borrower Company:
 - (1) without prior written consent from the Lender, not to supplement, amend or modify its articles of association, or increase or decrease its registered capital, or change its capital structures of the Company;
 - (2) to maintain its existence, prudently and effectively operate its businesses and deal with its affairs in line with fair financial and business standards and customs;
 - (3) without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any of its assets, businesses or income, or allow creation of any other security interests thereupon;
 - (4) without prior written consent from the Lender, not to incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from The Lender;

- (5) to always conduct its business operations in ordinary course to maintain the value of its assets;
- (6) without prior written consent from the Lender, not to enter into any material agreement other than those executed in its ordinary course of business;
- (7) not to provide any loan or credit to any party without prior written consent from the Lender;
- (8) to provide any and all information regarding its operations and financial conditions at the request from the Lender;
- (9) to buy and maintain requisite insurance policies from an insurer acceptable to the Lender, the amount and type of which will be the same with those maintained by the companies having similar operations, properties or assets in the same region;
- (10) without prior written consent from the Lender, not to combine, merge with, acquire or make investment to any person;
- (11) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- (12) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of all of its assets;
- (13) without prior written consent from the Lender, not to distribute any dividend or bonus to any of its shareholders;
- (14) to appoint any person nominated by the Lender or the parent of the Lender to its board at the request of the Lender; and
- (15) to strictly comply with the provisions of the Exclusive Purchase Option Agreement, and not to make any act or omission which may affect its validity and enforceability.

6.2 The Borrowers covenant during the term of this Agreement:

- (1) except those provided under the Equity Pledge Agreement and without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the Borrower Equity, or allow creation of any other security interests thereupon;
- (2) to procure the shareholders of the Borrower Company not to approve any sale, transfer, pledge or otherwise disposal of any legal or beneficial interest of the Borrower Equity, or creation of any other security interests thereupon without prior written consent from the Lender, except to the Lender or its designated person;
- (3) to procure the shareholders of the Borrower Company not to approve its merger or association with, or acquisition of or investment in any person without prior written consent from the Lender;
- (4) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding the Borrower Equity;
- (5) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of the Borrower Equity;

- (6) not to make any act and/or omission which may affect any asset, business or liability of the Borrower Company without prior written consent from the Lender;
- (7) to appoint any person nominated by the Lender or the parent of the Lender to the board of the Borrower Company at the request of the Lender;
- (8) to the extent permitted under the PRC laws and at the request of the Lender at any time, to transfer unconditionally and immediately all of the equity interests owned by the Borrowers to the Lender or any person designated by it, and procure any other shareholder of the Borrower Company to waive the right of first refusal regarding such equity interests;
- (9) to the extent permitted under the PRC laws and at the request of the Lender at any time, to procure any other shareholder of the Borrower Company to transfer unconditionally and immediately all of the equity interests owned by such shareholder to the Lender or any person designated by it, and the Borrowers hereby waive their right of first refusal regarding such equity interests;
- (10) if the Lender purchases the Borrower Equity from the Borrowers pursuant to the Exclusive Purchase Option Agreement, to use the price of such purchase to repay the Loan to the Lender on priority; and
- (11) to strictly comply with the provisions of this Agreement, the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, perform its obligations under each of such agreements, and not to make any act or omission which may affect the validity and enforceability of each of such agreements.

7. Liabilities for Breach of Contract

- 7.1 If any party (“**Defaulting Party**”) breaches any provision of this Agreement, which causes damage to the other party (“**Non-defaulting Party**”), the Non-defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may immediately take the actions pursuant to this Agreement or take other remedies in accordance with laws.
- 7.2 If the Borrowers fail to repay the Loan pursuant to the terms under this Agreement, they will be liable for a penalty interest accrued upon the amount due and payable at a daily interest rate of 0.02% until the Loan as well as any penalty interest and any other amount accrued thereupon are fully repaid by the Borrowers.

8. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Lender: Beijing Jingdong Century Trade Co., Ltd.

Address: ***
Attention: ***

If to the Borrowers:

Qin Miao
Address: ***
Yayun Li
Address: ***
Pang Zhang
Address: ***

9. Confidentiality

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless: (a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

10. Applicable Law and Dispute Resolution

- 10.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 10.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

11. Miscellaneous

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 This Agreement shall be effective as of the date of its execution. The Parties agree and confirm that the effect of this Agreement shall retrospect to November 20, 2017. Once effective, this Agreement will expire until the Parties have performed their respective obligations under this Agreement.
- 11.3 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.4 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

- 11.5 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement.
- 11.6 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 11.7 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.8 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 11.9 Unless with prior written consent from the Lender, the Borrowers may not assign any of their rights and obligations under this Agreement to any third party.
- 11.10 This Agreement is made in four (4) originals with each Party holding one (1) original. Each original has the same effect.

(No text below)

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

By: /s/ Beijing Jingdong Century Trade Co., Ltd.
(Seal of Beijing Jingdong Century Trade Co., Ltd.)

Party B:

Qin Miao

By: /s/ Qin Miao

Pang Zhang

By: /s/ Pang Zhang

Yayun Li

By: /s/ Yayun Li

Equity Pledge Agreement

This EQUITY PLEDGE AGREEMENT, (this “**Agreement**”), dated September 16, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Party A: Beijing Jingdong Century Trade Co., Ltd.

Registered address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Party B: Qin Miao;

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Registered address: Room 222, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

(Party B is referred to as “**Pledgor**” hereinafter; Party A is referred to as “**Pledgee**” hereinafter; and either the Pledgor or the Pledgee is individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

Whereas,

- (1) Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (“**Jingdong 360**”) is a limited liability company duly incorporated and validly existing under the PRC laws.
- (2) The Pledgor holds 45% equity interests of Jingdong 360 (corresponding to the registered capital of RMB1,314,000,000).
- (3) The Pledgee is a wholly foreign owned company duly incorporated and existing under the laws of the PRC.
- (4) The Pledgee and Jingdong 360 entered into an Exclusive Technology Consulting and Service Agreement (“**Services Agreements**”) on September 16, 2022.
- (5) The Pledgor and the Pledgee entered into an Loan Agreement on September 16, 2022 (“**Loan Agreement**”), and entered into an Exclusive Purchase Option Agreement on September 16, 2022 (“**Exclusive Purchase Option Agreement**”). In addition, the Pledgor delivered the Power of Attorney to the Pledgee on September 16, 2022 (“**Power of Attorney**”, together with the Services Agreements, Loan Agreement and Exclusive Purchase Option Agreement, collectively referred as “**Master Agreement**”).
- (6) In order to secure the Pledgor’s performance of his obligations under this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and the Power of Attorney, and in order to ensure Jingdong 360 to be able to perform its obligations under the Services Agreements, the Pledgor hereby pledges all the equity interests held by him in Jingdong 360 as the guaranty for him and/or Jingdong 360’s performance of obligations under the Master Agreement.

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

1. Definition

Unless otherwise specified herein, the following words shall have the meanings as follows:

- 1.1 Pledge Right: means the priority right the Pledgee owns, with respect to the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee.

- 1.2 Pledged Equity Interests: means all the equity interests duly held by the Pledgor in Jingdong 360, i.e. 45% equity interests of Jingdong 360, as well as all the other rights created over it.
- 1.3 Term of Pledge: means the period of term specified in Article 3 hereof.
- 1.4 Event of Default: means any of the circumstances listed in Article 7 hereof.
- 1.5 Notice of Default: means any notice issued by the Pledgee to the Pledgor in accordance with this Agreement specifying an Event of Default.

2. Pledge Right and Scope of Guaranty

- 2.1 The Pledgor agrees to pledge all the Pledged Equity Interests to the Pledgee as the guaranty for his and/or Jingdong 360's performance of all the obligations under the Master Agreement and all the liabilities of indemnification to the Pledgee which may arise due to the invalidity or cancellation of the Master Agreement. Jingdong 360 agrees with such equity pledge arrangement.
- 2.2 The effect of guaranty under the Master Agreement will not be prejudiced by any amendment or change of the Master Agreement. The invalidity or cancellation of the Master Agreement does not impair the validity of this Agreement. In the event that the Master Agreement is deemed as invalid, or cancelled or revoked for any reason, the Pledgee is entitled to realized its pledge right in accordance with Article 8 hereof.

3. Creation and Term of Pledge

- 3.1 The Pledge Right hereunder shall be reflected on the register of shareholders and the capital contribution certificate in accordance with the form as attached to this Agreement.
- 3.2 The term of the Pledge Right is two (2) years effective from the registration of pledge of equity interests with the Administration for Industry and Commerce of the place where Jingdong 360 is registered, till the day on which all the obligations under the Master Agreement are fully performed (“**Term of Pledge**”).
- 3.3 During the Term of Pledge, if the Pledgor and/or Jingdong 360 fails to perform any obligation under or arising from the Master Agreement, the Pledgee has the right to dispose of the Pledge Right in accordance with Article 8 hereof.

4. Possession of Pledge Certificates

- 4.1 The Pledgor shall deliver the register of shareholders and capital contribution certificate of Jingdong 360 which reflects the pledge of equity interests as mentioned in above Article 3 within three (3) business days upon the pledge is recorded on such documents, to the Pledgee for its possession, and the Pledgee is obligated to keep the received pledge documents.
- 4.2 The Pledgee is entitled to all the proceeds in cash including the dividends and all the other non-cash proceeds arising from the Pledge Equity Interests since September 16, 2022.

5. Representations and Warranties of the Pledgor

- 5.1 The Pledgor is the legal owner of Pledged Equity Interests.
- 5.2 Once the Pledgee intends to exercise the rights of the Pledgee under this Agreement anytime, it shall be protected from any interference from any other party.

- 5.3 The Pledgee has the right to dispose of or transfer the Pledge Right in the way as described hereunder.
- 5.4 The Pledgor has never created any other pledge right or any other third party right over the equity interests except towards the Pledgee.

6. Covenants from the Pledgor

- 6.1 During the term of this Agreement, the Pledgor covenants to the Pledgee as follows:
 - 6.1.1 Without prior written consent of the Pledgee, the Pledgor should not transfer the Pledged Equity Interests, or create or allow creation of any new pledge or any other security upon the Pledged Equity Interests which may impair the rights and/or interest of the Pledgee, except for the transfer of equity interests to the Pledgee or the person designated by the Pledgee in accordance with the Exclusive Purchase Option Agreement.
 - 6.1.2 The Pledgor shall abide by and exercise all the provisions of laws and regulations in relation to the pledge of rights, and shall present the Pledgee any and all notices, directions or suggestions issued by related competent authorities within two (2) days upon the receipt of such notices, directions or suggestions, and shall comply with such notices, directions or suggestions, or present its opposite opinions and representations regarding the above mentioned issues according to the reasonable request of the Pledgee or with the consent from the Pledgee;
 - 6.1.3 The Pledgor shall give prompt notice to the Pledgee regarding any occurrence or received notice which may influence the equity interests or any part of the equity interests held by the Pledgee, or may change any warranties or obligations of the Pledgor under this Agreement or may influence the performance of obligations by the Pledgor hereunder.
- 6.2 The Pledgor agrees that, the right of the Pledgee to exercise of Pledge Right hereunder in accordance with this Agreement, shall not be interfered or impaired by any legal proceedings taken by the Pledgor, or the successor or designated person of the Pledgor or any other person.
- 6.3 The Pledgor warrants to the Pledgee that, in order to protect or consummate the guaranty provided by this Agreement regarding the performance of the Master Agreement, the Pledgor will faithfully sign, or cause any other party which is materially related to the Pledge Right to sign, any and all right certificates and deeds, and/or take, or cause any other party which is materially related to the Pledge Right to take, any and all actions, reasonably required by the Pledgee, and will facilitate the exercise of the rights and authorizations granted to the Pledgee under this Agreement, enter into any change to related equity certificate with the Pledgee or the Pledgee's designated person (individual/legal person), and provide to the Pledgee any and all notices, orders and decisions as deemed necessary by the Pledgee.
- 6.4 The Pledgor undertakes to the Pledgee he will abide by and perform all representations, warranties and undertakings to protect the interests of the Pledgee. The Pledgor shall indemnify the Pledgee any and all losses suffered by the Pledgee due to the Pledgor's failure or partial failure in performance of his representations, warranties or undertakings.
- 6.5 The Pledgor covenants to the Pledgee that he assumes several and joint liabilities with respect to the obligations hereunder.
- 6.6 The Pledgor irrevocably agrees to waive the preemptive right with respect to the Pledged Equity Interests pledged by other shareholders of Jingdong 360 to the Pledgee, as well as the transfer of equity interests due to the exercise of Pledge Right by the Pledgee.

7. Event of Default

- 7.1 Any of the following is deemed as a Event of Default:
- 7.1.1 Jingdong 360 fails to perform its obligations under the Master Agreement;
 - 7.1.2 Any representation or warranty of the Pledgor under this Agreement is substantially misleading or untrue, and/or the Pledgor breaches any of his representations and warranties under this Agreement;
 - 7.1.3 The Pledgor breaches his covenants hereunder;
 - 7.1.4 The Pledgor breaches any provision hereof;
 - 7.1.5 Except that the Pledgor transfers the equity interests to the Pledgee or the Pledgee's designated person in accordance with the Exclusive Purchase Option Agreement, the Pledgor waives the Pledged Equity Interests or transfers the Pledged Equity Interests without the written consent from the Pledgee;
 - 7.1.6 Any external borrowings, guaranty, indemnification, undertakings or any other liabilities of the Pledgor (1) is required to be repaid or exercised early due to its default; or (2) is not repaid or exercised when due, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.7 The Pledgor fails to repay general debts or other liabilities;
 - 7.1.8 This Agreement is deemed to be illegal with promulgation of related laws, or the Pledgor is unable to continue to perform his obligations hereunder;
 - 7.1.9 The consent, permit, approval or authorization from the competent authorities for making this Agreement enforceable, legal or valid is revoked, suspended, invalidated or materially amended;
 - 7.1.10 Adverse change occur with respect to the assets of the Pledgor, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.11 Successor of the Pledgor or Jingdong 360 can only perform part of, or refuses to perform, its obligations under this Agreement.
 - 7.1.12 Other circumstances occur which make the Pledgee unable to exercise or dispose of the Pledge Right in accordance with related laws.
- 7.2 In the event that is aware of or discover that any issue described in the above Article 7.1 or any other issue which may cause the occurrence of such mentioned issues has occurred, the Pledgor shall give a prompt written notice to the Pledgee.
- 7.3 Unless that the Event of Default specified in above Article 7.1 has been resolved to the satisfaction of the Pledgee, otherwise the Pledgee is entitled to (not obligated to) serve a Notice of Default to the Pledgor immediately following or any time after the occurrence of the Event of Default, to require the Pledgor and Jingdong 360 to immediately perform its obligations under the Master Agreement (including without limitation to payment of the due and unpaid debts and other amounts payable under the Services Agreements) or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of Pledge Right

- 8.1 Prior to the fulfillment of performance of the obligations under the Master Agreement, the Pledgor should not transfer the Pledged Equity Interests without the written consent of the Pledgee.
- 8.2 In the event of occurrence of the Event of Default described in above Article 7, the Pledgee shall give a Notice of Default to the Pledgor when exercising the Pledge Right. The Pledgee may exercise the right to dispose of the Pledge Right at the same time of or any time after the service of the Notice of Default.

- 8.3 The Pledgee has the right to sell in accordance with legal procedure or dispose of in the other way allowed by law the Pledged Equity Interests hereunder. If the Pledgee decides to exercise the Pledge Right, the Pledgor undertakes to transfer all of his shareholder rights to the Pledgee for exercise. In addition, the Pledgee has the priority to receive the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee according to the legal proceedings.
- 8.4 When the Pledgee is disposing of the Pledge Right in accordance with this Agreement, the Pledgor should not create any obstacle, and shall provide any necessary assistance to help the Pledgee to realize the Pledge Right.

9. Transfer of Agreement

- 9.1 Unless with the prior consent from the Pledgee, the Pledgor has no right to grant or transfer any of his rights and obligations hereunder.
- 9.2 This Agreement is binding upon the Pledgor and his successor, as well as the Pledgee and its successors and assignees permitted by the Pledgee.
- 9.3 The Pledgee is entitled to transfer any or all rights and obligations under the Master Agreement to any person (individual/legal person) designated by it at anytime. Under this circumstance, the assignee has the same rights and obligations as the Pledgee under this Agreement, as if such rights and obligations are granted to it as a party to this Agreement. When transferring the rights and obligations under the Services Agreements, this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and/or Power of Attorney, the Pledgor shall sign any and all related agreement and/or documents as required by the Pledgee.
- 9.4 With the change of pledgee due to the transfer, all the parties to the new pledge shall enter into a new pledge contract, which shall be substantially same to this Agreement in the content and to the satisfaction of the Pledgee.

10. Effectiveness and Termination

- 10.1 This Agreement becomes effective on the date hereof.
- 10.2 The Parties confirm that whether the pledge hereunder has been registered and recorded or not will not impair the effectiveness and validity of this Agreement.
- 10.3 This Agreement will terminate two (2) years after the Pledgor and /or Jingdong 360 no longer assume any liability under or arising from the Master Agreement.
- 10.4 Release of pledge shall be recorded accordingly on the register of shareholders of Jingdong 360 and related deregistration formalities shall be proceeded with at the Administration for Industry and Commerce of the place where Jingdong 360 is registered.

11. Processing Fee and Other Costs

All fees and actual costs related to this Agreement, including not limited to legal fees, processing fee, duty stamp and all the other related taxes and expenses shall be borne by the Pledgor. If related taxes is borne by the Pledgee in accordance with laws, then the Pledgor shall fully indemnify the Pledgee all the taxes withheld by the Pledgee.

12. Force Majeure

- 12.1 "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unpredictable, unavoidable, irresistible even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geographical variations, storms, floods, earthquakes, morning and evening tides, lightning or wars, riot, strike, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party.
- 12.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

13. Dispute Resolution

- 13.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 13.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

14. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Pledgee: Beijing Jingdong Century Trade Co., Ltd.

Address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Attention: Lei Xu

If to the Pledgor: Qin Miao

Address: ***

15. Miscellaneous

- 15.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.

- 15.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 15.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 15.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement duly signed by the Parties is an integral part of and has the same effect with this Agreement.
- 15.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 15.6 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 15.7 Any schedule hereto is an integral part of and has the same effect with this Agreement.
- 15.8 This Agreement is made in five (5) originals with each Party holding one (1) original. And other originals are submitted to the AIC for proceeding with the formalities of registration of pledge of equity interests.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.
(seal)

/s/ Beijing Jingdong Century Trade Co., Ltd.
(Seal of Beijing Jingdong Century Trade Co., Ltd.)

Party B: Qin Miao

By: /s/ Qin Miao

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

By: /s/ Beijing Jingdong 360 Degree E-Commerce Co., Ltd.
(Seal of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.)

Signature page for the Equity Pledge Agreement

Schedule 1:

Register of Shareholders of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Name of Shareholder	Capital Contribution Amount/Shareholding Percentage	Registration of Pledge
Qin Miao	RMB1,314,000,000 45%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022, Qin Miao has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.
Yayun Li	RMB876,000,000 30%	In accordance with the Equity Pledge Agreement by and among Yayun Li, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022, Yayun Li has pledged all the equity interests held by her to Beijing Jingdong Century Trade Co., Ltd.
Pang Zhang	RMB730,000,000 25%	In accordance with the Equity Pledge Agreement by and among Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022, Pang Zhang has pledged all the equity interests held by her to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (seal)

(Seal of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.)

Legal representative (signature):

Date: September 16, 2022

Schedule 2:

Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Capital Contribution Certificate

(No.: 001)

Company: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Date of Incorporation: April 4, 2007

Registered Capital: RMB2,920,000,000

Shareholder: Qin Miao

Capital Contributed by Shareholder: RMB1,314,000,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022, Qin Miao has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (seal)

Signature:(Seal of Beijing Jingdong 360 Degree
E-Commerce Co., Ltd.)

Name:

Title: Legal representative

Date: September 16, 2022

Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Capital Contribution Certificate

(No.: 002)

Company: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Date of Incorporation: April 4, 2007

Registered Capital: RMB2,920,000,000

Shareholder: Yayun Li

Capital Contributed by Shareholder: RMB876,000,000

In accordance with the Equity Pledge Agreement by and among Yayun Li, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022, Yayun Li has pledged all the equity interests held by her to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (seal)

Signature:(Seal of Beijing Jingdong 360 Degree
E-Commerce Co., Ltd.)

Name:

Title: Legal representative

Date: September 16, 2022

Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Capital Contribution Certificate

(No.: 003)

Company: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.
Date of Incorporation: April 4, 2007
Registered Capital: RMB2,920,000,000
Shareholder: Pang Zhang
Capital Contributed by Shareholder: RMB730,000,000

In accordance with the Equity Pledge Agreement by and among Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jingdong 360 Degree E-Commerce Co., Ltd. dated September 16, 2022, Pang Zhang has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (seal)

Signature:(Seal of Beijing Jingdong 360 Degree
E-Commerce Co., Ltd.)

Name:

Title: Legal representative

Date: September 16, 2022

Equity Pledge Agreement

This EQUITY PLEDGE AGREEMENT, (this “**Agreement**”), dated September 16, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Party A: Beijing Jingdong Century Trade Co., Ltd.

Registered address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Party B: Pang Zhang;

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Registered address: Room 222, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

(Party B is referred to as “**Pledgor**” hereinafter; Party A is referred to as “**Pledgee**” hereinafter; and either the Pledgor or the Pledgee is individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

Whereas,

- (1) Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (“**Jingdong 360**”) is a limited liability company duly incorporated and validly existing under the PRC laws.
- (2) The Pledgor holds 25% equity interests of Jingdong 360 (corresponding to the registered capital of RMB730,000,000).
- (3) The Pledgee is a wholly foreign owned company duly incorporated and existing under the laws of the PRC.
- (4) The Pledgee and Jingdong 360 entered into an Exclusive Technology Consulting and Service Agreement (“**Services Agreements**”) on September 16, 2022.
- (5) The Pledgor and the Pledgee entered into an Loan Agreement on September 16, 2022 (“**Loan Agreement**”), and entered into an Exclusive Purchase Option Agreement on September 16, 2022 (“**Exclusive Purchase Option Agreement**”). In addition, the Pledgor delivered the Power of Attorney to the Pledgee on September 16, 2022 (“**Power of Attorney**”, together with the Services Agreements, Loan Agreement and Exclusive Purchase Option Agreement, collectively referred as “**Master Agreement**”).
- (6) In order to secure the Pledgor’s performance of his obligations under this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and the Power of Attorney, and in order to ensure Jingdong 360 to be able to perform its obligations under the Services Agreements, the Pledgor hereby pledges all the equity interests held by him in Jingdong 360 as the guaranty for him and/or Jingdong 360’s performance of obligations under the Master Agreement.

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

1. Definition

Unless otherwise specified herein, the following words shall have the meanings as follows:

- 1.1 Pledge Right: means the priority right the Pledgee owns, with respect to the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee.

- 1.2 Pledged Equity Interests: means all the equity interests duly held by the Pledgor in Jingdong 360, i.e. 25% equity interests of Jingdong 360, as well as all the other rights created over it.
- 1.3 Term of Pledge: means the period of term specified in Article 3 hereof.
- 1.4 Event of Default: means any of the circumstances listed in Article 7 hereof.
- 1.5 Notice of Default: means any notice issued by the Pledgee to the Pledgor in accordance with this Agreement specifying an Event of Default.

2. Pledge Right and Scope of Guaranty

- 2.1 The Pledgor agrees to pledge all the Pledged Equity Interests to the Pledgee as the guaranty for his and/or Jingdong 360's performance of all the obligations under the Master Agreement and all the liabilities of indemnification to the Pledgee which may arise due to the invalidity or cancellation of the Master Agreement. Jingdong 360 agrees with such equity pledge arrangement.
- 2.2 The effect of guaranty under the Master Agreement will not be prejudiced by any amendment or change of the Master Agreement. The invalidity or cancellation of the Master Agreement does not impair the validity of this Agreement. In the event that the Master Agreement is deemed as invalid, or cancelled or revoked for any reason, the Pledgee is entitled to realized its pledge right in accordance with Article 8 hereof.

3. Creation and Term of Pledge

- 3.1 The Pledge Right hereunder shall be reflected on the register of shareholders and the capital contribution certificate in accordance with the form as attached to this Agreement.
- 3.2 The term of the Pledge Right is two (2) years effective from the registration of pledge of equity interests with the Administration for Industry and Commerce of the place where Jingdong 360 is registered, till the day on which all the obligations under the Master Agreement are fully performed (“**Term of Pledge**”).
- 3.3 During the Term of Pledge, if the Pledgor and/or Jingdong 360 fails to perform any obligation under or arising from the Master Agreement, the Pledgee has the right to dispose of the Pledge Right in accordance with Article 8 hereof.

4. Possession of Pledge Certificates

- 4.1 The Pledgor shall deliver the register of shareholders and capital contribution certificate of Jingdong 360 which reflects the pledge of equity interests as mentioned in above Article 3 within three (3) business days upon the pledge is recorded on such documents, to the Pledgee for its possession, and the Pledgee is obligated to keep the received pledge documents.
- 4.2 The Pledgee is entitled to all the proceeds in cash including the dividends and all the other non-cash proceeds arising from the Pledge Equity Interests since September 16, 2022.

5. Representations and Warranties of the Pledgor

- 5.1 The Pledgor is the legal owner of Pledged Equity Interests.
- 5.2 Once the Pledgee intends to exercise the rights of the Pledgee under this Agreement anytime, it shall be protected from any interference from any other party.
- 5.3 The Pledgee has the right to dispose of or transfer the Pledge Right in the way as described hereunder.

- 5.4 The Pledgor has never created any other pledge right or any other third party right over the equity interests except towards the Pledgee.

15. Covenants from the Pledgor

- 6.1 During the term of this Agreement, the Pledgor covenants to the Pledgee as follows:
- 6.1.1 Without prior written consent of the Pledgee, the Pledgor should not transfer the Pledged Equity Interests, or create or allow creation of any new pledge or any other security upon the Pledged Equity Interests which may impair the rights and/or interest of the Pledgee, except for the transfer of equity interests to the Pledgee or the person designated by the Pledgee in accordance with the Exclusive Purchase Option Agreement.
 - 6.1.2 The Pledgor shall abide by and exercise all the provisions of laws and regulations in relation to the pledge of rights, and shall present the Pledgee any and all notices, directions or suggestions issued by related competent authorities within two (2) days upon the receipt of such notices, directions or suggestions, and shall comply with such notices, directions or suggestions, or present its opposite opinions and representations regarding the above mentioned issues according to the reasonable request of the Pledgee or with the consent from the Pledgee;
 - 6.1.3 The Pledgor shall give prompt notice to the Pledgee regarding any occurrence or received notice which may influence the equity interests or any part of the equity interests held by the Pledgee, or may change any warranties or obligations of the Pledgor under this Agreement or may influence the performance of obligations by the Pledgor hereunder.
- 6.2 The Pledgor agrees that, the right of the Pledgee to exercise of Pledge Right hereunder in accordance with this Agreement, shall not be interfered or impaired by any legal proceedings taken by the Pledgor, or the successor or designated person of the Pledgor or any other person.
- 6.3 The Pledgor warrants to the Pledgee that, in order to protect or consummate the guaranty provided by this Agreement regarding the performance of the Master Agreement, the Pledgor will faithfully sign, or cause any other party which is materially related to the Pledge Right to sign, any and all right certificates and deeds, and/or take, or cause any other party which is materially related to the Pledge Right to take, any and all actions, reasonably required by the Pledgee, and will facilitate the exercise of the rights and authorizations granted to the Pledgee under this Agreement, enter into any change to related equity certificate with the Pledgee or the Pledgee's designated person (individual/legal person), and provide to the Pledgee any and all notices, orders and decisions as deemed necessary by the Pledgee.
- 6.4 The Pledgor undertakes to the Pledgee he will abide by and perform all representations, warranties and undertakings to protect the interests of the Pledgee. The Pledgor shall indemnify the Pledgee any and all losses suffered by the Pledgee due to the Pledgor's failure or partial failure in performance of his representations, warranties or undertakings.
- 6.5 The Pledgor covenants to the Pledgee that he assumes several and joint liabilities with respect to the obligations hereunder.
- 6.6 The Pledgor irrevocably agrees to waive the preemptive right with respect to the Pledged Equity Interests pledged by other shareholders of Jingdong 360 to the Pledgee, as well as the transfer of equity interests due to the exercise of Pledge Right by the Pledgee.

16. Event of Default

- 7.1 Any of the following is deemed as a Event of Default:
- 7.1.1 Jingdong 360 fails to perform its obligations under the Master Agreement;

- 7.1.2 Any representation or warranty of the Pledgor under this Agreement is substantially misleading or untrue, and/or the Pledgor breaches any of his representations and warranties under this Agreement;
 - 7.1.3 The Pledgor breaches his covenants hereunder;
 - 7.1.4 The Pledgor breaches any provision hereof;
 - 7.1.5 Except that the Pledgor transfers the equity interests to the Pledgee or the Pledgee's designated person in accordance with the Exclusive Purchase Option Agreement, the Pledgor waives the Pledged Equity Interests or transfers the Pledged Equity Interests without the written consent from the Pledgee;
 - 7.1.6 Any external borrowings, guaranty, indemnification, undertakings or any other liabilities of the Pledgor (1) is required to be repaid or exercised early due to its default; or (2) is not repaid or exercised when due, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.7 The Pledgor fails to repay general debts or other liabilities;
 - 7.1.8 This Agreement is deemed to be illegal with promulgation of related laws, or the Pledgor is unable to continue to perform his obligations hereunder;
 - 7.1.9 The consent, permit, approval or authorization from the competent authorities for making this Agreement enforceable, legal or valid is revoked, suspended, invalidated or materially amended;
 - 7.1.10 Adverse change occur with respect to the assets of the Pledgor, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.11 Successor of the Pledgor or Jingdong 360 can only perform part of, or refuses to perform, its obligations under this Agreement.
 - 7.1.12 Other circumstances occur which make the Pledgee unable to exercise or dispose of the Pledge Right in accordance with related laws.
- 7.2 In the event that is aware of or discover that any issue described in the above Article 7.1 or any other issue which may cause the occurrence of such mentioned issues has occurred, the Pledgor shall give a prompt written notice to the Pledgee.
- 7.3 Unless that the Event of Default specified in above Article 7.1 has been resolved to the satisfaction of the Pledgee, otherwise the Pledgee is entitled to (not obligated to) serve a Notice of Default to the Pledgor immediately following or any time after the occurrence of the Event of Default, to require the Pledgor and Jingdong 360 to immediately perform its obligations under the Master Agreement (including without limitation to payment of the due and unpaid debts and other amounts payable under the Services Agreements) or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of Pledge Right

- 8.1 Prior to the fulfillment of performance of the obligations under the Master Agreement, the Pledgor should not transfer the Pledged Equity Interests without the written consent of the Pledgee.
- 8.2 In the event of occurrence of the Event of Default described in above Article 7, the Pledgee shall give a Notice of Default to the Pledgor when exercising the Pledge Right. The Pledgee may exercise the right to dispose of the Pledge Right at the same time of or any time after the service of the Notice of Default.

- 8.3 The Pledgee has the right to sell in accordance with legal procedure or dispose of in the other way allowed by law the Pledged Equity Interests hereunder. If the Pledgee decides to exercise the Pledge Right, the Pledgor undertakes to transfer all of his shareholder rights to the Pledgee for exercise. In addition, the Pledgee has the priority to receive the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee according to the legal proceedings.
- 8.4 When the Pledgee is disposing of the Pledge Right in accordance with this Agreement, the Pledgor should not create any obstacle, and shall provide any necessary assistance to help the Pledgee to realize the Pledge Right.

9. Transfer of Agreement

- 9.1 Unless with the prior consent from the Pledgee, the Pledgor has no right to grant or transfer any of his rights and obligations hereunder.
- 9.2 This Agreement is binding upon the Pledgor and his successor, as well as the Pledgee and its successors and assignees permitted by the Pledgee.
- 9.3 The Pledgee is entitled to transfer any or all rights and obligations under the Master Agreement to any person (individual/legal person) designated by it at anytime. Under this circumstance, the assignee has the same rights and obligations as the Pledgee under this Agreement, as if such rights and obligations are granted to it as a party to this Agreement. When transferring the rights and obligations under the Services Agreements, this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and/or Power of Attorney, the Pledgor shall sign any and all related agreement and/or documents as required by the Pledgee.
- 9.4 With the change of pledgee due to the transfer, all the parties to the new pledge shall enter into a new pledge contract, which shall be substantially same to this Agreement in the content and to the satisfaction of the Pledgee.

10. Effectiveness and Termination

- 10.1 This Agreement becomes effective on the date hereof.
- 10.2 The Parties confirm that whether the pledge hereunder has been registered and recorded or not will not impair the effectiveness and validity of this Agreement.
- 10.3 This Agreement will terminate two (2) years after the Pledgor and /or Jingdong 360 no longer assume any liability under or arising from the Master Agreement.
- 10.4 Release of pledge shall be recorded accordingly on the register of shareholders of Jingdong 360 and related deregistration formalities shall be proceeded with at the Administration for Industry and Commerce of the place where Jingdong 360 is registered.

11. Processing Fee and Other Costs

All fees and actual costs related to this Agreement, including not limited to legal fees, processing fee, duty stamp and all the other related taxes and expenses shall be borne by the Pledgor. If related taxes is borne by the Pledgee in accordance with laws, then the Pledgor shall fully indemnify the Pledgee all the taxes withheld by the Pledgee.

12. Force Majeure

- 12.1 "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unpredictable, unavoidable, irresistible even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geographical variations, storms, floods, earthquakes, morning and evening tides, lightning or wars, riot, strike, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party.

- 12.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

13. Dispute Resolution

- 13.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 13.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

14. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Pledgee: Beijing Jingdong Century Trade Co., Ltd.

Address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Attention: Lei Xu

If to the Pledgor: Pang Zhang

Address: ***

15. Miscellaneous

- 15.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 15.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 15.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

- 15.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement duly signed by the Parties is an integral part of and has the same effect with this Agreement.
- 15.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 15.6 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 15.7 Any schedule hereto is an integral part of and has the same effect with this Agreement.
- 15.8 This Agreement is made in five (5) originals with each Party holding one (1) original. And other originals are submitted to the AIC for proceeding with the formalities of registration of pledge of equity interests.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

/s/ Beijing Jingdong Century Trade Co., Ltd.

(Seal of Beijing Jingdong Century Trade Co., Ltd.)

Party B: Pang Zhang

By: /s/ Pang Zhang

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

By: /s/ Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

(Seal of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.)

Signature page for the Equity Pledge Agreement

Equity Pledge Agreement

This EQUITY PLEDGE AGREEMENT, (this “**Agreement**”), dated September 16, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Party A: Beijing Jingdong Century Trade Co., Ltd.

Registered address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Party B: Yayun Li;

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Registered address: Room 222, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

(Party B is referred to as “**Pledgor**” hereinafter; Party A is referred to as “**Pledgee**” hereinafter; and either the Pledgor or the Pledgee is individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

Whereas,

- (1) Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (“**Jingdong 360**”) is a limited liability company duly incorporated and validly existing under the PRC laws.
- (2) The Pledgor holds 30% equity interests of Jingdong 360 (corresponding to the registered capital of RMB876,000,000).
- (3) The Pledgee is a wholly foreign owned company duly incorporated and existing under the laws of the PRC.
- (4) The Pledgee and Jingdong 360 entered into an Exclusive Technology Consulting and Service Agreement (“**Services Agreements**”) on September 16, 2022.
- (5) The Pledgor and the Pledgee entered into an Loan Agreement on September 16, 2022 (“**Loan Agreement**”), and entered into an Exclusive Purchase Option Agreement on September 16, 2022 (“**Exclusive Purchase Option Agreement**”). In addition, the Pledgor delivered the Power of Attorney to the Pledgee on September 16, 2022 (“**Power of Attorney**”, together with the Services Agreements, Loan Agreement and Exclusive Purchase Option Agreement, collectively referred as “**Master Agreement**”).
- (6) In order to secure the Pledgor’s performance of his obligations under this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and the Power of Attorney, and in order to ensure Jingdong 360 to be able to perform its obligations under the Services Agreements, the Pledgor hereby pledges all the equity interests held by him in Jingdong 360 as the guaranty for him and/or Jingdong 360’s performance of obligations under the Master Agreement.

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

1. Definition

Unless otherwise specified herein, the following words shall have the meanings as follows:

- 1.1 Pledge Right: means the priority right the Pledgee owns, with respect to the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee.

- 1.2 Pledged Equity Interests: means all the equity interests duly held by the Pledgor in Jingdong 360, i.e. 30% equity interests of Jingdong 360, as well as all the other rights created over it.
- 1.3 Term of Pledge: means the period of term specified in Article 3 hereof.
- 1.4 Event of Default: means any of the circumstances listed in Article 7 hereof.
- 1.5 Notice of Default: means any notice issued by the Pledgee to the Pledgor in accordance with this Agreement specifying an Event of Default.

2. Pledge Right and Scope of Guaranty

- 2.1 The Pledgor agrees to pledge all the Pledged Equity Interests to the Pledgee as the guaranty for his and/or Jingdong 360's performance of all the obligations under the Master Agreement and all the liabilities of indemnification to the Pledgee which may arise due to the invalidity or cancellation of the Master Agreement. Jingdong 360 agrees with such equity pledge arrangement.
- 2.2 The effect of guaranty under the Master Agreement will not be prejudiced by any amendment or change of the Master Agreement. The invalidity or cancellation of the Master Agreement does not impair the validity of this Agreement. In the event that the Master Agreement is deemed as invalid, or cancelled or revoked for any reason, the Pledgee is entitled to realized its pledge right in accordance with Article 8 hereof.

3. Creation and Term of Pledge

- 3.1 The Pledge Right hereunder shall be reflected on the register of shareholders and the capital contribution certificate in accordance with the form as attached to this Agreement.
- 3.2 The term of the Pledge Right is two (2) years effective from the registration of pledge of equity interests with the Administration for Industry and Commerce of the place where Jingdong 360 is registered, till the day on which all the obligations under the Master Agreement are fully performed (“**Term of Pledge**”).
- 3.3 During the Term of Pledge, if the Pledgor and/or Jingdong 360 fails to perform any obligation under or arising from the Master Agreement, the Pledgee has the right to dispose of the Pledge Right in accordance with Article 8 hereof.

4. Possession of Pledge Certificates

- 4.1 The Pledgor shall deliver the register of shareholders and capital contribution certificate of Jingdong 360 which reflects the pledge of equity interests as mentioned in above Article 3 within three (3) business days upon the pledge is recorded on such documents, to the Pledgee for its possession, and the Pledgee is obligated to keep the received pledge documents.
- 4.2 The Pledgee is entitled to all the proceeds in cash including the dividends and all the other non-cash proceeds arising from the Pledge Equity Interests since September 16, 2022.

5. Representations and Warranties of the Pledgor

- 5.1 The Pledgor is the legal owner of Pledged Equity Interests.
- 5.2 Once the Pledgee intends to exercise the rights of the Pledgee under this Agreement anytime, it shall be protected from any interference from any other party.
- 5.3 The Pledgee has the right to dispose of or transfer the Pledge Right in the way as described hereunder.

- 5.4 The Pledgor has never created any other pledge right or any other third party right over the equity interests except towards the Pledgee.

15. Covenants from the Pledgor

- 6.1 During the term of this Agreement, the Pledgor covenants to the Pledgee as follows:
- 6.1.1 Without prior written consent of the Pledgee, the Pledgor should not transfer the Pledged Equity Interests, or create or allow creation of any new pledge or any other security upon the Pledged Equity Interests which may impair the rights and/or interest of the Pledgee, except for the transfer of equity interests to the Pledgee or the person designated by the Pledgee in accordance with the Exclusive Purchase Option Agreement.
 - 6.1.2 The Pledgor shall abide by and exercise all the provisions of laws and regulations in relation to the pledge of rights, and shall present the Pledgee any and all notices, directions or suggestions issued by related competent authorities within two (2) days upon the receipt of such notices, directions or suggestions, and shall comply with such notices, directions or suggestions, or present its opposite opinions and representations regarding the above mentioned issues according to the reasonable request of the Pledgee or with the consent from the Pledgee;
 - 6.1.3 The Pledgor shall give prompt notice to the Pledgee regarding any occurrence or received notice which may influence the equity interests or any part of the equity interests held by the Pledgee, or may change any warranties or obligations of the Pledgor under this Agreement or may influence the performance of obligations by the Pledgor hereunder.
- 6.2 The Pledgor agrees that, the right of the Pledgee to exercise of Pledge Right hereunder in accordance with this Agreement, shall not be interfered or impaired by any legal proceedings taken by the Pledgor, or the successor or designated person of the Pledgor or any other person.
- 6.3 The Pledgor warrants to the Pledgee that, in order to protect or consummate the guaranty provided by this Agreement regarding the performance of the Master Agreement, the Pledgor will faithfully sign, or cause any other party which is materially related to the Pledge Right to sign, any and all right certificates and deeds, and/or take, or cause any other party which is materially related to the Pledge Right to take, any and all actions, reasonably required by the Pledgee, and will facilitate the exercise of the rights and authorizations granted to the Pledgee under this Agreement, enter into any change to related equity certificate with the Pledgee or the Pledgee's designated person (individual/legal person), and provide to the Pledgee any and all notices, orders and decisions as deemed necessary by the Pledgee.
- 6.4 The Pledgor undertakes to the Pledgee he will abide by and perform all representations, warranties and undertakings to protect the interests of the Pledgee. The Pledgor shall indemnify the Pledgee any and all losses suffered by the Pledgee due to the Pledgor's failure or partial failure in performance of his representations, warranties or undertakings.
- 6.5 The Pledgor covenants to the Pledgee that he assumes several and joint liabilities with respect to the obligations hereunder.
- 6.6 The Pledgor irrevocably agrees to waive the preemptive right with respect to the Pledged Equity Interests pledged by other shareholders of Jingdong 360 to the Pledgee, as well as the transfer of equity interests due to the exercise of Pledge Right by the Pledgee.

16. Event of Default

- 7.1 Any of the following is deemed as a Event of Default:
- 7.1.1 Jingdong 360 fails to perform its obligations under the Master Agreement;

- 7.1.2 Any representation or warranty of the Pledgor under this Agreement is substantially misleading or untrue, and/or the Pledgor breaches any of his representations and warranties under this Agreement;
 - 7.1.3 The Pledgor breaches his covenants hereunder;
 - 7.1.4 The Pledgor breaches any provision hereof;
 - 7.1.5 Except that the Pledgor transfers the equity interests to the Pledgee or the Pledgee's designated person in accordance with the Exclusive Purchase Option Agreement, the Pledgor waives the Pledged Equity Interests or transfers the Pledged Equity Interests without the written consent from the Pledgee;
 - 7.1.6 Any external borrowings, guaranty, indemnification, undertakings or any other liabilities of the Pledgor (1) is required to be repaid or exercised early due to its default; or (2) is not repaid or exercised when due, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.7 The Pledgor fails to repay general debts or other liabilities;
 - 7.1.8 This Agreement is deemed to be illegal with promulgation of related laws, or the Pledgor is unable to continue to perform his obligations hereunder;
 - 7.1.9 The consent, permit, approval or authorization from the competent authorities for making this Agreement enforceable, legal or valid is revoked, suspended, invalidated or materially amended;
 - 7.1.10 Adverse change occur with respect to the assets of the Pledgor, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.11 Successor of the Pledgor or Jingdong 360 can only perform part of, or refuses to perform, its obligations under this Agreement.
 - 7.1.12 Other circumstances occur which make the Pledgee unable to exercise or dispose of the Pledge Right in accordance with related laws.
- 7.2 In the event that is aware of or discover that any issue described in the above Article 7.1 or any other issue which may cause the occurrence of such mentioned issues has occurred, the Pledgor shall give a prompt written notice to the Pledgee.
- 7.3 Unless that the Event of Default specified in above Article 7.1 has been resolved to the satisfaction of the Pledgee, otherwise the Pledgee is entitled to (not obligated to) serve a Notice of Default to the Pledgor immediately following or any time after the occurrence of the Event of Default, to require the Pledgor and Jingdong 360 to immediately perform its obligations under the Master Agreement (including without limitation to payment of the due and unpaid debts and other amounts payable under the Services Agreements) or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of Pledge Right

- 8.1 Prior to the fulfillment of performance of the obligations under the Master Agreement, the Pledgor should not transfer the Pledged Equity Interests without the written consent of the Pledgee.
- 8.2 In the event of occurrence of the Event of Default described in above Article 7, the Pledgee shall give a Notice of Default to the Pledgor when exercising the Pledge Right. The Pledgee may exercise the right to dispose of the Pledge Right at the same time of or any time after the service of the Notice of Default.

- 8.3 The Pledgee has the right to sell in accordance with legal procedure or dispose of in the other way allowed by law the Pledged Equity Interests hereunder. If the Pledgee decides to exercise the Pledge Right, the Pledgor undertakes to transfer all of his shareholder rights to the Pledgee for exercise. In addition, the Pledgee has the priority to receive the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee according to the legal proceedings.
- 8.4 When the Pledgee is disposing of the Pledge Right in accordance with this Agreement, the Pledgor should not create any obstacle, and shall provide any necessary assistance to help the Pledgee to realize the Pledge Right.

9. Transfer of Agreement

- 9.1 Unless with the prior consent from the Pledgee, the Pledgor has no right to grant or transfer any of his rights and obligations hereunder.
- 9.2 This Agreement is binding upon the Pledgor and his successor, as well as the Pledgee and its successors and assignees permitted by the Pledgee.
- 9.3 The Pledgee is entitled to transfer any or all rights and obligations under the Master Agreement to any person (individual/legal person) designated by it at anytime. Under this circumstance, the assignee has the same rights and obligations as the Pledgee under this Agreement, as if such rights and obligations are granted to it as a party to this Agreement. When transferring the rights and obligations under the Services Agreements, this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and/or Power of Attorney, the Pledgor shall sign any and all related agreement and/or documents as required by the Pledgee.
- 9.4 With the change of pledgee due to the transfer, all the parties to the new pledge shall enter into a new pledge contract, which shall be substantially same to this Agreement in the content and to the satisfaction of the Pledgee.

10. Effectiveness and Termination

- 10.1 This Agreement becomes effective on the date hereof.
- 10.2 The Parties confirm that whether the pledge hereunder has been registered and recorded or not will not impair the effectiveness and validity of this Agreement.
- 10.3 This Agreement will terminate two (2) years after the Pledgor and /or Jingdong 360 no longer assume any liability under or arising from the Master Agreement.
- 10.4 Release of pledge shall be recorded accordingly on the register of shareholders of Jingdong 360 and related deregistration formalities shall be proceeded with at the Administration for Industry and Commerce of the place where Jingdong 360 is registered.

11. Processing Fee and Other Costs

All fees and actual costs related to this Agreement, including not limited to legal fees, processing fee, duty stamp and all the other related taxes and expenses shall be borne by the Pledgor. If related taxes is borne by the Pledgee in accordance with laws, then the Pledgor shall fully indemnify the Pledgee all the taxes withheld by the Pledgee.

12. Force Majeure

- 12.1 "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unpredictable, unavoidable, irresistible even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geographical variations, storms, floods, earthquakes, morning and evening tides, lightning or wars, riot, strike, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party.

- 12.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

13. Dispute Resolution

- 13.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 13.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

14. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Pledgee: Beijing Jingdong Century Trade Co., Ltd.

Address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Attention: Lei Xu

If to the Pledgor: Yayun Li

Address: ***

15. Miscellaneous

- 15.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 15.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 15.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

- 15.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement duly signed by the Parties is an integral part of and has the same effect with this Agreement.
- 15.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 15.6 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 15.7 Any schedule hereto is an integral part of and has the same effect with this Agreement.
- 15.8 This Agreement is made in five (5) originals with each Party holding one (1) original. And other originals are submitted to the AIC for proceeding with the formalities of registration of pledge of equity interests.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

/s/ Beijing Jingdong Century Trade Co., Ltd.

(Seal of Beijing Jingdong Century Trade Co., Ltd.)

Party B: Yayun Li

By: /s/ Yayun Li

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

By: /s/ Beijing Jingdong 360 Degree E-Commerce Co., Ltd.
(Seal of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.)

Signature page for the Equity Pledge Agreement

Power of Attorney

The undersigned, Qin Miao, a citizen of the People's Republic of China (the "PRC") and a holder of 45% of the equity interests of Beijing Jingdong 360 Degree E-Commerce Ltd. (the "Beijing Company") (corresponding to the registered capital of RMB1,314,000,000, the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Beijing Jingdong Century Trade Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Beijing Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Beijing Company according to laws and the articles of association of the Beijing Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Beijing Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Beijing Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Qin Miao

Dated: September 16, 2022

Power of Attorney

The undersigned, Pang Zhang, a citizen of the People's Republic of China (the "PRC") and a holder of 25% of the equity interests of Beijing Jingdong 360 Degree E-Commerce Ltd. (the "Beijing Company") (corresponding to the registered capital of RMB730,000,000, the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Beijing Jingdong Century Trade Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Beijing Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Beijing Company according to laws and the articles of association of the Beijing Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Beijing Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Beijing Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Pang Zhang

Dated: September 16, 2022

Power of Attorney

The undersigned, Yayun Li, a citizen of the People's Republic of China (the "PRC") and a holder of 30% of the equity interests of Beijing Jingdong 360 Degree E-Commerce Ltd. (the "Beijing Company") (corresponding to the registered capital of RMB876,000,000, the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Beijing Jingdong Century Trade Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Beijing Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Beijing Company according to laws and the articles of association of the Beijing Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Beijing Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Beijing Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Yayun Li

Dated: September 16, 2022

EXCLUSIVE TECHNOLOGY CONSULTING AND SERVICE AGREEMENT

This EXCLUSIVE TECHNOLOGY CONSULTING AND SERVICE AGREEMENT (this “**Agreement**”), dated September 16, 2022, is made in Beijing, the People’s Republic of China (the “**PRC**”) by and between:

Party A: Beijing Jingdong Century Trade Co., Ltd., with registered address at Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing; and

Party B: Beijing Jingdong 360 Degree E-Commerce Co., Ltd., with registered address at Room 222, 2/F, Tower C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing.

(Party A and Party B individually, a “**Party**”; collectively, the “**Parties**”)

Whereas,

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws, having the resources and qualifications to provide technology consulting and services; and
2. Party B is a limited liability company duly incorporated and validly existing under the PRC laws and desires to obtain technology consulting and services necessary for its business operations.

NOW, THEREFORE, the Parties hereby agree as follows through negotiations:

1. Technology Consulting and Services; Sole and Exclusive Rights and Interests

- 1.1 During the term of this Agreement, Party A agrees to provide Party B with technology consulting and services (set forth in Exhibit I attached hereto) subject to the terms and conditions of this Agreement.
- 1.2 Party B agrees to accept the technology consulting and services provided by Party A. Party B further agrees that during the term hereof, it will not accept the same or similar technology consulting and services with respect to the foregoing business operations from any third party, unless with prior written consent from Party A.
- 1.3 Any and all rights and interests arising from performance of this Agreement, including without limitation ownership, copyright, patent and other intellectual properties, technical and business secrets, which is developed by Party A or by Party B based on the intellectual property owned by Party A, will be solely and exclusively owned by Party A.

2. Calculation and Payment of Technology Consulting and Services Fee

- 2.1 Party B agrees to pay technology consulting and services fee set forth under this Agreement to Party A for the technology consulting and services provided by Party A under this Agreement (the “**Consulting Services Fee**”).

2.2 The Parties agree to determine and pay the Consulting Services Fee in accordance with Exhibit II attached hereto.

3. Representations and Warranties

3.1 Party A hereby represents and warrants that:

3.1.1. It is a company duly incorporated and validly existing under the laws of the PRC;

3.1.2. Its execution and performance of this Agreement are within the scope of its corporate power and business; it has taken necessary corporate actions and obtained appropriate authorization and necessary consent and approvals from third parties and government agency, and execution of this Agreement will not constitute a breach of any law or contract which has binding or other effect upon it; and

3.1.3. This Agreement, once executed, constitutes legal, valid and binding obligations of Party A, and is enforceable upon Party A pursuant to its terms.

3.2 Party B hereby represents and warrants that:

3.2.1. It is a company duly incorporated and validly existing under the laws of the PRC;

3.2.2. Its execution and performance of this Agreement are within the scope of its corporate power and business; it has taken necessary corporate actions and obtained appropriate authorization and necessary consent and approvals from third parties and government agency, and execution of this Agreement will not constitute a breach of any law or contract which has binding or other effect upon it; and

3.2.3. This Agreement, once executed, constitutes legal, valid and binding obligations of Party B, and is enforceable upon Party B pursuant to its terms.

4. Confidentiality

4.1 Party B agrees to take reasonably best efforts to keep in confidence Party A's confidential information and materials ("**Confidential Information**") that it may be aware of or have access to in connection with its acceptance of Party A's exclusive consulting and services. Without prior written consent from Party A, Party B shall not disclose, offer or transfer any Confidential Information to any third party. If this Agreement terminates and upon Party A's request, Party B shall return to Party A or destroy all of the documents, materials or software containing Confidential Information, and shall delete any Confidential Information from all relevant memory devices and cease to use any Confidential Information.

4.2 This Article 4 will survive any change, termination or expiration of this Agreement.

5. Breach of Contract

If either party (the "**Defaulting Party**") breaches any provision of this Agreement, which causes damage to the other Party (the "**Non-defaulting Party**"), the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or pursue other remedies in accordance with laws.

6. Effectiveness and Term

6.1 This Agreement shall take effect as of the date first written above. The term of this Agreement is ten (10) years unless early termination occurs in accordance with relevant provisions herein or any other agreement reached by the Parties.

6.2 This Agreement may be extended upon Party A's written confirmation prior to the expiration of this Agreement. The extended term shall be ten (10) years or otherwise agreed by the Parties.

7. Termination

7.1 This Agreement shall be terminated on the expiring date unless it is renewed in accordance with the relevant provisions herein.

7.2 During the term hereof, Party B may not make early termination of this Agreement unless Party A commits gross negligence, fraud or other illegal action, or goes bankrupt, or is required to wind down by law. This Agreement shall terminate automatically if Party B goes bankrupt or is required to wind down by laws prior to expiration of this Agreement. Notwithstanding the foregoing, Party A shall always have the right to terminate this Agreement by issuing a thirty (30) days' prior written notice to Party B.

7.3 The rights and obligations of the Parties under Articles 4 and 5 will survive termination of this Agreement.

8. Governing Law and Dispute Resolution

8.1 The execution, interpretation, performance of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.

8.2 The parties hereto shall strive to resolve any dispute arising from the interpretation or performance of the terms under this Agreement through negotiations in good faith. If no resolution can be reached through negotiations within thirty (30) days after the request for negotiations is made by either Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon both Parties.

9. Force Majeure

9.1 "Force Majeure Event" shall mean any event beyond the reasonable control of the Party so affected, which are unpredictable, unavoidable, or insurmountable even if the affected Party takes reasonable care, including but not limited to governmental acts, Acts of God, fires, explosions, geographical variations, storms, floods, earthquakes, tides, lightning or wars, riots, strikes, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable control of the affected Party.

9.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

10. Notices

All notices or other correspondences given by either Party pursuant to this Agreement shall be made in writing and may be delivered in person, or by registered mail, postage prepaid mail, generally accepted courier service or facsimile to the following addresses of the relevant Party or both Parties, or any other address notified by the other Party from time to time, or another person's address designated by it. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7) day after the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4) day after delivery to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to **Party A: Beijing Jingdong Century Trade Co., Ltd.**

Address: Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing;
Attention: Lei Xu

If to **Party B: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.**

Address: Room 222, 2/F, Tower C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing.
Attention: Qi Zhang

11. Assignment

Party B shall not assign its rights and obligations under this Agreement to any third party without the prior written consent of Party A.

12. Severability

If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.

13. Amendment and Supplement to Agreement

Any amendment and supplement to this Agreement shall be made in writing by the Parties. Any agreements on such amendment and supplement duly executed by both Parties shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.

14. Miscellaneous

14.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.

14.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.

14.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

14.4 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.

14.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.

14.6 Any attachment hereto is an integral part of and has the same effect with this Agreement.

14.7 This Agreement is made in two originals with each Party holding one and both originals are equally authentic.

(No text below)

(Signature Page of Exclusive Technology Consulting and Service Agreement)

IN WITNESS THEREOF, each Party hereto has caused this Agreement duly executed by their respective duly authorized representative on its behalf as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd. (seal)

Signature: /s/ Lei Xu

Title: Authorized representative

Party B: Beijing Jingdong 360 Degree E-Commerce Co., Ltd. (seal)

Signature: /s/ Qi Zhang

Title: Authorized representative

Exhibit 1: List of Technology Consulting and Services

Party A will provide the following technology consulting and services to Party B:

- (1) technology research and development required in connection Party B's business operations, including development, design and production of database software for information storage and other related technologies as well as granting license of such technology to Party B;
- (2) technology application and implementation for Party B's business operations, including without limitation master design, installation, commissioning and trial operation of technical systems;
- (3) routine maintenance, supervision, commissioning and troubleshooting for Party B's computer network equipment, including prompt customer information input to database, or promptly update database and customer interface, as well as other related technical services;
- (4) consulting services for procurement of equipment, software and hardware systems necessary for web-based business operations by Party B, including without limitation consulting and advising on selection, installation and commissioning of tool software, application software and technical platform, as well as the selection, type and function of complementary hardware facilities and equipment;
- (5) appropriate training and technical support for Party B's employees, including without limitation providing raining on customer services or technologies, sharing knowledge and experience on installation and operation of systems and equipment, assisting to resolve any problem in connection with system and equipment installation and operation, consulting and advising on operation of any other web edition platform and software, and assisting to collect and compile information and contents;
- (6) technology consulting and response to enquiries raised by Party B relating to network equipment, technical products and software; and
- (7) any other technical services and consulting required by Party B for business operations.

Exhibit II: Calculation and Payment of Technology Consulting and Services Fee

The amount of the service fee will be determined on the basis of:

- (1) difficulty of the technology and complexity of the consulting and management services;
- (2) time required by Party A to provide technology consulting and management services; and
- (3) contents and commercial value of the technology consulting and management services.

Party A will issue a fee statement based on the workload and commercial value of the technical services provided by Party B as well as the prices agreed by the Parties to Party B on quarterly basis. Party B will pay the consulting and services fee according to the time and amount set forth in the statement, provided that Party B will pay no less than RMB[] as consulting and services fee (the “**Quarterly Minimum Service Fee**”) to Party A on quarterly basis. Party A may revise at any time the standards of consulting and services fee based on the amount and composition of the consulting and services fee payable by Party B.

The Quarterly Minimum Service Fee is subject to approval from Party A’s board of directors, and will be reviewed and revised no less than once yearly. Any revision and change of Quarterly Minimum Service Fee is subject to approval from Party A’s board of directors.

EXCLUSIVE PURCHASE OPTION AGREEMENT

This EXCLUSIVE PURCHASE OPTION AGREEMENT (this “**Agreement**”), dated September 16, 2022, is made in Beijing, the People’s Republic of China (the “**PRC**”) by and among:

Party A: Beijing Jingdong Century Trade Co., Ltd., a wholly foreign owned company incorporated in the PRC with registered address at Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing;

Party B: Qin Miao, with PRC identification number of ***;

Pang Zhang, with PRC identification number of ***; **and**

Yayun Li, with PRC identification number of ***

And

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with registered address at Room 222, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing.

(Party A, Party B and Party C individually being referred to as a “**Party**” and collectively the “**Parties**”) Whereas,

1. Party C is a limited liability company duly incorporated and validly existing under the PRC laws. Party B has an aggregate holding of 100% equity interests in Party C, with Qin Miao, Yayun Li and Pang Zhang holding 45%, 30% and 25% thereof, respectively;

2. Party A and Party B have made a Loan Agreement (the “**Loan Agreement**”) and an Equity Pledge Agreement (the “**Equity Pledge Agreement**”) dated September 16, 2022.

NOW, THEREFORE, the Parties hereby agree as follows through negotiations:

1. PURCHASE AND SALE OF EQUITY INTERESTS

1.1 Grant of Right

Party B hereby exclusively and irrevocably grants Party A an exclusive option to purchase or designate one or several person(s) (the “**Designated Person**”) to purchase all or any part of the equity interests held by Party B in Party C (the “**Purchase Option**”) at any time from Party B at the price specified in Article 1.3 of this Agreement in accordance with the procedures determined by Party A at its own discretion and to the extent permitted by the PRC laws. No party other than Party A and the Designated Person may have the Purchase Option. Party C hereby agrees Party B to grant the Purchase Option to Party A. For purpose of this Section 1.1 and this Agreement, “person” means any individual, corporation, joint venture, partnership, enterprise, trust or non-corporation organization.

1.2 Procedures

Party A may exercise the Purchase Option subject to its compliance with the PRC laws and regulations. Upon exercising the Purchase Option, Party A will issue a written notice (the “**Equity Interest Purchase Notice**”) to Party B which notice will specify: (i) Party A’s decision to exercise the Purchase Option; (ii) the percentage of equity interest to be purchased from Party B (the “**Purchased Equity Interest**”); (iii) the date of purchase/equity interest transfer, and (iv) and the purchase price.

1.3 Purchase Price

1.3.1 When Party A exercises the Purchase Option, the purchase price of the Purchased Equity Interest (“**Purchase Price**”) shall be equal to the registered capital paid by Party B for the Purchased Equity Interest, unless applicable PRC laws and regulations require appraisal of the Purchased Equity Interest or any other restriction on the Purchase Price.

1.3.2 If applicable PRC laws require appraisal of the Purchased Equity Interest or any other restrictions on the Purchase Price in connection with exercise of the Purchase Option by Parties A, Party A and Party B agree that the Purchase Price of the Purchased Equity Interest shall be the lowest price permissible under applicable laws. If the lowest price permissible under applicable laws is higher than the registered capital corresponding to the Purchased Equity Interest, the amount of the exceeding balance shall be repaid to Party A by Party B according to the Loan Agreement.

1.4 Transfer of the Purchased Equity Interest

When Party A exercises the Purchase Option:

- (1) Party B shall cause Party C to promptly convene a shareholders’ meeting, during which a resolution shall be adopted to approve transfer of the equity interest to Party A and/or the Designated Person and waiver of its right of first refusal regarding the Purchased Equity Interest by Party B;

- (2) Party B shall enter into an equity interest transfer agreement with Party A and/or the Designated Person pursuant to the terms and conditions of this Agreement and the Purchase Notice;
- (3) The Parties shall execute all other contracts, agreements or documents, obtain all governmental approvals and consents, and conduct all actions that are necessary to transfer the ownership of the Purchased Equity Interest to Party A and/or the Designated Person free from any security interest and cause Party A and/or the Designated Person to be registered as the owner of the Purchased Equity Interest. For the purpose of this Section 1.4.3 and this Agreement, “**Security Interest**” includes guarantees, mortgages, pledges, third-party rights or interests, any purchase option, right of acquisition, right of first refusal, right of set-off, ownership detainment or other security arrangements, but excludes any security interest arising from this Agreement or the Equity Pledge Agreement.
- (4) Party B and Party C shall unconditionally use its best efforts to assist Party A in obtaining the governmental approvals, permits, registrations, filings and complete all formalities necessary for the transfer of the Purchased Equity Interest.

2. COVENANTS REGARDING THE EQUITY INTEREST

2.1 Party C hereby covenants that:

- (1) Without prior written consent by Party A, it will not supplement, change or amend the Articles of Association, increase or decrease the registered capital, or otherwise change the registered capital structure of Party C;
- (2) It will maintain due existence of Party C, prudently and effectively operate and handle its business in accordance with fair financial and business standards and customs;
- (3) Without prior written consent of Party A and as of the date of this Agreement, it will not sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any assets, businesses or income of Party C, or permit existence of such security interest;
- (4) Without prior written consent by Party A, it will not incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from Party A;

- (5) It will always conduct business operations in the ordinary course to maintain its asset value, and refrain from any action/omission that may adversely affect its business operations and asset value;
- (6) Without prior written consent by Party A, not to enter into any material agreement other than those executed in its ordinary course of business;
- (7) Without prior written consent by Party A, it will not provide any loan or guaranty to any person;
- (8) Upon Party A's request, it will provide Party A with information regarding its operations and financial conditions;
- (9) It will buy and maintain requisite insurance policies from an insurer acceptable to Party A, the amount and type of which will be the same with those maintained by the companies having similar operations, properties or assets in the same region;
- (10) Without prior written consent by Party A, it will not combine, merge with, acquire or make investment to any person;
- (11) It will immediately notify Party A of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- (12) In order to keep its ownership of the equity interest of Party C, it will execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defense against all claims; and
- (13) Without prior written consent by Party A, it will not distribute any dividend or bonus to any of its shareholders.

2.2 Party B hereby covenants that:

- (1) Without prior written consent by Party A, it will not supplement, change or amend the Articles of Association, increase or decrease the registered capital, or otherwise change the registered capital structure of Party C;
- (2) Without the prior written consent by Party A, it will not sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the equity interests of Party C held by it, or allow other security interests to be created on it, except for the pledge set upon Party C's equity interests held by Party B pursuant to the Equity Pledge Agreement;

- (3) It will procure that without prior written consent by Party A, no resolution be made at any meeting of Party C's shareholders to approve Party C to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the equity interests of Party C held by it, or allow other security interests to be created on it, except for the pledge set upon Party C's equity interests held by Party B pursuant to the Equity Pledge Agreement;
- (4) It will procure that without prior written consent by Party A, no resolution be made at any meeting of Party C's shareholders to approve merger, consolidation, purchase or investment with or any person by Party C;
- (5) It will immediately notify Party A of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- (6) It will cause Party C's shareholders' meeting to vote for the transfer of the Purchased Equity Interest provided hereunder;
- (7) In order to keep its ownership of the equity interests of Party C, it will execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defense against all claims;
- (8) At the request of Party A, it will appoint any person nominated by Party A to the board of Party C;
- (9) At the request of Party A at any time, it will transfer unconditionally and immediately the Purchased Equity Interest to Party A or any Designated Person and waive the right of first refusal regarding the Purchased Equity Interest. If the equity interest of Party C could be sold or transferred to any party other than Party A or the Designated Person, Party B may not waive its right of first refusal without Party A's consent;
- (10) It will strictly comply with the provisions of this Agreement and other agreements jointly or severally executed by any of the Parties, duly perform all obligations under such agreements, and will not make any act or omission which may affect the validity and enforceability of these agreements; and
- (11) It irrevocably undertakes to be severally and jointly liable for the obligations provided hereunder.

3. REPRESENTATIONS AND WARRANTIES

Each of Party B and Party C represents and warrants, jointly and severally, to Party A that as of the date of this Agreement:

- (1) It has the rights and powers to execute and deliver this Agreement and any equity interest transfer agreement (the “**Transfer Agreement**”) executed for each transfer of the Purchased Equity Interest contemplated hereunder to which it is a party, and perform its obligations under this Agreement and any Transfer Agreement. Once executed, this Agreement and the Transfer Agreement to which it is a party will be its legal, valid and binding obligations and enforceable against it according to the terms of this Agreement and the Transfer Agreement.
- (2) None of its execution, delivery and performance of this Agreement or any Transfer Agreement will: (i) breach any applicable PRC laws; (ii) conflict with its articles of association or any other organizational documents; (iii) breach any agreement or document to which it is a party or binding upon it, or constitute breach of any such agreement or document; (iv) breach any condition on which basis any of its permits or approvals is granted and/or will continue to be effective; or (v) cause any of its permits or approvals to be suspended, cancelled or imposed with additional conditions.
- (3) Party B has good and entire ownership of and creates no security interest or encumbrance upon any of its assets.
- (4) Party C has no outstanding debt, except for those (i) incurred during its ordinary course of business, and (ii) disclosed to and approved in writing by Party A.
- (5) Party C is in compliance with all applicable laws and regulations.

4. EFFECTIVENESS AND TERM

4.1 This Agreement shall be effective as of the date of its execution.

4.2 The term of this Agreement is ten (10) years. This Agreement may be extended for another ten (10) years upon Party A’s written confirmation prior to the expiration of this Agreement, and so forth thereafter.

4.3 During the term provided in Section 4.2, if Party A or Party C is terminated at expiration of their respective operation term (including any extension of such term) or by any other reason, this Agreement shall be terminated upon such termination.

5. TERMINATION

5.1 At any time during the term of this Agreement and any extended term hereof, if Party A cannot exercise the Purchase Option pursuant to Section 1 due to then applicable laws, Party A can, at its own discretion, unconditionally terminate this Agreement by issuing a written notice to Party B without any liability.

5.2 If Party C is terminated due to bankruptcy, dissolution or being ordered to close down by the laws during the term of this Agreement and its extension period, the obligations of Party B hereunder shall be terminated upon the termination of Party C; notwithstanding anything to the contrary, Party B shall immediately repay the principal and any interest accrued thereupon under the Loan Agreement.

5.3 Except under circumstances indicated in Section 5.2, Party B may not unilaterally terminate this Agreement at any time during the term and extension periods of this Agreement without Party A's written consent.

6. TAXES AND EXPENSES

Each Party shall bear any and all taxes, costs and expenses related to transfer and registration as required by the PRC laws incurred by or imposed on such Party arising from the preparation and execution of this Agreement and the consummation of the transaction contemplated hereunder.

7. BREACH OF CONTRACT

7.1 If either Party ("**Defaulting Party**") breaches any provision of this Agreement, which causes damage to other Parties ("**Non-defaulting Party**"), the Non-defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or take other remedies in accordance with the laws.

7.2 The following events shall constitute a default by Party B:

- (1) Party B breaches any provision of this Agreement, or any representation or warranty made Party B under this Agreement is untrue or proves inaccurate in any material aspect;
- (2) Party B assigns or otherwise transfers or disposes of any of its rights under this Agreement without the prior written consent by Party A; or

(3) Any breaches by Party B which renders this Agreement, the Loan Agreement, and the Equity Pledge Agreement unenforceable.

7.3 Should a breach of contract by Party B or violation by Party B of the Loan Agreement and the Equity Pledge Agreement occur, Party A may:

- (1) request Party B to immediately transfer all or any part of the Purchased Equity Interests to Party A or the Designated Person pursuant to this Agreement; and
- (2) recover the principal and the interest accrued thereupon under the Loan Agreement.

8. NOTICES

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to Party A:

Beijing Jingdong Century Trade Co., Ltd.

Address: Room 201, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Attention: Lei Xu

If to Party B:

Qin Miao

Address: ***

Pang Zhang

Address: ***

Yayun Li

Address: ***

If to Party C:

Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

Address: Room 222, Building C, No. 18, Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing

Attention: Qi Zhang

9. APPLICABLE LAW AND DISPUTE RESOLUTION

- 9.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 9.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

10. CONFIDENTIALITY

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless: (a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

11. MISCELLANEOUS

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

- 11.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement
- 11.5 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 11.6 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.7 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 11.8 Unless with prior written consent from Party A, none of Party B or Party C may assign any of its rights and obligations under this Agreement to any third party.
- 11.9 This Agreement is made in five (5) originals with each Party holding one (1) original. Each original has the same effect.

(No text below)

IN WITNESS THEREOF, each Party has signed or caused its authorized representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

/s/ Lei Xu

(Seal of Beijing Jingdong Century Trade Co., Ltd.)

Party B:

Qin Miao

By: /s/ Qin Miao

Pang Zhang

By: /s/ Pang Zhang

Yayun Li

By: /s/ Yayun Li

Party C: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

/s/ Qi Zhang

(Seal of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.)

(Signature Page)

Business Operations Agreement

This Business Operations Agreement (this “**Agreement**”) is made as of September 16, 2022, in Beijing, the People’s Republic of China (the “**PRC**”) by and among:

Beijing Jingdong Century Trade Co., Ltd., with registered address at Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing (“**Party A**”)

Beijing Jingdong 360 Degree E-Commerce Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with registered address at Room 222, Building C, No. 18 Kechuang Street, Beijing Economic and Technological Development Zone, Beijing (“**Party B**”).

And

Qin Miao, with PRC identification number of ***;

Yayun Li, with PRC identification number of ***; and

Pang Zhang, with PRC identification number of ***

(Qin Miao, Yayun Li and Pang Zhang collectively, “**Party C**”)

(Party A, Party B and Party C Individually a “**Party**”, and collectively the “**Parties**”)

WHEREAS:

- A Party A is a limited liability company duly incorporated and validly existing under the PRC laws;
- B Party B is a limited liability company duly incorporated and validly existing under the PRC laws;
- C A business relationship has been established between Party A and Party B by entering into an Exclusive Consulting and Services Agreement, whereby Party B is required to make all payments to Party A thereunder. Therefore, the daily operations of Party B will have a material impact on its ability to pay the payables to Party A; and
- D Party C is shareholders of Party B whose 45%, 30% and 25% equity interests are respectively owned by Qin Miao, Yayun Li and Pang Zhang. NOW, THEREFORE, the Parties hereby agree and intend to be legally bound as follows through friendly negotiations and in the principles of equity and mutual benefit:

1. Negative Undertakings

In order to ensure Party B's performance of the agreements between Party A and Party B and all its obligations owed to Party A, Party B and Party C hereby confirm and agree that unless with prior written consent from Party A or a third party appointed by Party A, Party B shall not conduct any transaction which may materially affect any of its assets, businesses, employees, duties, rights or operations, including but not limited to the following:

- 1.1 to conduct any business that is beyond the normal business scope or in a manner inconsistent with past practices;
- 1.2 to borrow money or incur any debt from any third party;
- 1.3 to change or dismiss any director or to dismiss and replace any senior management member;
- 1.4 to sell to or acquire from any third party, or otherwise dispose any of its material assets or rights, including but not limited to any intellectual property rights;
- 1.5 to provide guarantee in favor of any third party or impose any encumbrance upon any of its assets (including intellectual property rights);
- 1.6 to amend its articles of association or change its scope of business;
- 1.7 to change its ordinary course of business or modify any material internal bylaws or systems;
- 1.8 to assign any of the rights or obligations under this Agreement to any third party;
- 1.9 to make significant adjustment to any of its business operations, marketing strategies, operation policies or client relations; and
- 1.10 to make any form of distribution of dividend or bonus.

2. Operational and Human Resource Management

- 2.1 Party B and Party C hereby agree to accept and strictly perform the comments and instructions from Party A from time to time regarding employment and dismissal of its employees, the daily business management and financial management.
- 2.2 Party B and Party C hereby jointly and severally agree that Party C shall appoint the person elected in accordance with the procedures required by applicable laws and regulations and the articles of association of Party B or designated by Party A as director (or managing director) or supervisor of Party B, and cause such director to elect the person recommended by Party A as the chairman of the board (if any), and appoint the persons designated by Party A as Party B's General Manager, Chief Financial Officer, and other officers.

- 2.3 If any of the above directors or officers resigns or is dismissed by Party A, he or she will lose the qualification to hold any position in Party B and, under such circumstance, Party C shall remove such person from his or her position in Party B and immediately elect or appoint any other candidate designated by Party A to assume such position.
- 2.4 For the purpose of Section 2.3, Party C shall effect all internal or external procedures necessary to accomplish the dismissal and appointment in accordance with relevant laws and regulations, the articles of association of Party B and this Agreement.
- 2.5 Party C hereby agree to, upon execution of this Agreement, simultaneously sign a Power of Attorney whereby Party C shall authorize irrevocably any individual appointed by Party A to exercise shareholders' rights, including the full voting right of a shareholder at Party B's shareholders' meetings. Party C further agrees to replace the authorized person appointed according to the above mentioned power of attorney (the "**Trustee**") at any time pursuant to the requirements of Party A by revoking its authorization to the Trustee and granting the same authorization to such other person designated by Party A by execution of a power of attorney in the form and substance similar to that contemplated in the preceding sentence with immediate effect.

3. Right of Information

The Trustee may be provided with any information regarding operations, clients, financial conditions and employees of Party B and have access to relevant materials of Party B in connection with exercising any of the rights authorized to it. The right of information provided in this Section 3 shall be the same with the right to access Party B's information by any of its shareholders, and will be exercised with sufficient facility from Party B without any interference.

4. Waiver

It is agreed by the Parties that unless caused by the material neglect or willful misconduct of Party A, Party A will not be held liable for any indemnity by any other Party or any third Party due to the Trustee's exercise of any of its rights.

5. Representations and Warranties by Party C

- 5.1 Party C, in the capacity of natural person, is Chinese citizens having full civil capabilities to execute, deliver and perform this Agreement and perform its obligations hereunder or, in the capacity of legal person, is a limited liability company duly incorporated and validly existing under the PRC laws, has full and independent capabilities to execute, deliver and perform this Agreement.
- 5.2 Party C has the right to execute, deliver and perform this Agreement without any approval or authorization.

- 5.3 None of Party C's execution and performance of this Agreement is in violation of any of its articles of association, or any laws, regulations, governmental approvals, authorizations, notices or other documents binding upon or having effect upon Party C, or any contracts with or any covenants to any third party by Party C.
- 5.4 Once executed, this Agreement will constitute legal and valid obligations enforceable against Party C.
- 5.5 Unless otherwise provided under this Agreement or the Equity Pledge Agreement, there is no mortgage, pledge or any other security interest, or restrictive agreement with any third party, or offer to transfer to any third party, or covenant in response to any offer to buy from any third party, or any agreement with any third party to transfer, in each case regarding any of Party B's equity interests by Party C.
- 5.6 Party C will be in strict compliance with this Agreement and actively perform its obligations hereunder. Party C will also cause Party B to be in strict compliance with this Agreement and refrain from any action or omission which may affect validity or enforceability of this Agreement.

6. Representations and Warranties by Party B

- 6.1 Party B is a limited liability company duly incorporated and validly existing under the PRC laws.
- 6.2 Party B has received all consents and authorizations necessary and desirable to execute, deliver and perform this Agreement.
- 6.3 Party B will be in strict compliance with this Agreement, actively perform its obligations hereunder, and refrain from any action or omission which may affect validity or enforceability of this Agreement.

7. Breach Liability

- 7.1 Subject to provisions under Section 4 of this Agreement, Party B and Party C shall jointly and severally indemnify and hold harmless Party A and any of its shareholders, directors, employees, affiliates, agents, successors and trustees from any claim, harm, expenses, indemnities, liabilities, fines or any other loss or damages arising from:
 - 7.1.1 any breach or failure to perform this Agreement by Party C and/or Party B; or
 - 7.1.2 any material neglect or willful misconduct, or any breach of applicable laws or regulations by Party C and/or Party B.
- 7.2 Without prejudice to the indemnity liability provided under Section 7.1, Party A may require Party C and Party B to stop or prevent any breach of this Agreement, and/or require Party C and Party B to perform its obligations under this Agreement.

8. Confidentiality

Each of the Parties acknowledges and confirms that the existence and terms of this Agreement, as well as any oral or written information exchanged among the Parties in connection with preparation or performance of this Agreement, will be confidential information. Each of Party C and party B will keep all confidential information in confidence and, without prior written consent from Party A, may not disclose any confidential information to any third party, unless such information (a) is in the public domain (not due to unauthorized disclosure by the receiving Party); (b) is required for disclosure by any applicable laws or regulations, rules of any exchange, or requirements or orders from any government authority or court having jurisdiction; or (c) is disclosed by Party C or Party B to any of its legal or financial advisors on as-needed basis, provided that such legal or financial advisor shall comply with the confidentiality obligations similar to this Section 8. Disclosure of any confidential information by any person or entity engaged by Party C or Party B shall be deemed as disclosure of such information by Party C and/or Party B, and consequently Party C and/or Party B shall be held liable for breach of this Agreement.

9. Other Agreements

- 9.1 This Agreement shall be binding on and inure to the benefit of each of the Parties and their respective successors, heirs and permitted assigns. Without prior written consent from Party A, Party C may not transfer any of its rights, interests or obligations under this Agreement.
- 9.2 Party C hereby agrees that Party A may transfer any of its rights and obligations under this Agreement to any third party at its discretion with notice to Party C in writing but without consent from Party C.
- 9.3 If any agreement between Party A and Party B terminates or expires, Party A will have the right to terminate all of the agreements between Party A and Party B including, among others, the Exclusive Consulting and Services Agreement.
- 9.4 Considering the business relationship between Party A and Party B has been established through execution of the Exclusive Consulting and Services Agreement, and daily business activities of Party B will have a material impact on Party B's ability to pay the payables to Party A, Party C agrees that subject to Section 1 of this Agreement, any dividend, distribution or other gain or interest received by it as shareholder of Party B will be immediately, unconditionally and freely paid or transferred to Party A, and provide any document or take any action necessary to accomplish such payment or transfer at the request of Party A.
- 9.5 Party C will provide assistance sufficient for the Trustee to exercise any right authorized to it, including without limitation prompt signing any resolution of the shareholders or any other relevant legal document when it is necessary to do so (including required in connection with any approval, registration and filing from or with any government authority). Party C hereby confirms that its covenants under Section 9.5 of this Agreement will not restrict its authorization of any right to the Trustee.

10. Entire Agreements and Amendments

- 10.1 This Agreement and all agreements and/or documents referred to or expressly included herein represent all agreements among the Parties regarding the subject matter hereof, and supersede all previous agreements, contracts, understandings and communications among all the Parties, oral or written, with respect to the subject matters of this Agreement.
- 10.2 Any amendment of this Agreement will not be effective without agreement of the Parties in writing. Any amendment and supplement duly executed by the Parties shall be an integral part of and have the same effect with this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the PRC laws.

12. Dispute Resolution

- 12.1 Any dispute arising from or in connection with this Agreement will be settled through negotiations and, if the negotiations fail, be submitted to Beijing Arbitration Commission (“**BAC**”) for arbitration in accordance with its rules then effect. The arbitration shall take place in Beijing. The language of arbitration shall be in Chinese. The arbitrary award shall be final and binding upon each of the Parties. This Section 12.1 will survive termination or expiration of this Agreement.
- 12.2 each of the Parties shall continue to perform its obligations under this Agreement in good faith other than the matter under dispute.

13. Notice

Any and all notices given by any of the Parties regarding any of its rights or obligations under this Agreement shall be made in writing and delivered in person, by registered mail, postage prepaid mail, recognized courier service or facsimile to the following addresses.

If to Party A: **Beijing Jingdong Century Trade Co., Ltd.**

Address: ***

Phone: ***
Fax: ***
Attention: ***

If to Party B: **Beijing Jingdong 360 Degree E-Commerce Co., Ltd.** with registered address at

Address: ***

Phone: ***
Fax: ***
Attention: ***

If to Party C:

Qin Miao

Address: ***

Phone: ***
Fax: ***

Pang Zhang

Address: ***

Phone: ***
Fax: ***

Yayun Li

Address: ***

Phone: ***
Fax: ***

14. Effect, Term and Others

- 14.1 Any written consent, proposal, appointment relating to Party A under this Agreement and any other decision having material effect upon daily business operations of Party B will be made by the board of directors/managing director of Party A.
- 14.2 The term of this Agreement will commence as of the date hereof and, unless early terminated by Party A, expire upon dissolution of Party B under the PRC laws. At the request of Party A, the Parties may extend the term of this Agreement prior to its expiration, and enter into separate business operation agreement or continue to perform this Agreement, in each case at the request of Party A.
- 14.3 Neither Party B nor Party C may terminate this Agreement during the term hereof. Party A shall have the right to terminate this Agreement at any time with written notice to Party B and Party C no less than thirty (30) days in advance.

- 14.4 It is confirmed by the Parties that this Agreement represent their fair and reasonable agreements made on the basis of equity and mutual benefits. If any clause hereof is held invalid or unenforceable under applicable laws, such clause shall be deemed to have been deleted from this Agreement and invalid, and the remainder of this Agreement will continue to have effect and be deemed to have excluded such clause. The Parties will negotiate to replace the deleted clause with legal, valid one acceptable to each of the Parties.
- 14.5 Any failure or delay on the part of any Party to exercise any rights, powers or privileges hereunder shall not operate as a waiver thereof. Any single or partial exercise of such rights, powers or privileges shall not preclude any further exercise of such rights, powers or privileges.
- 14.6 This Agreement is in five originals with each Party holding one thereof. Each of the originals has the same effect.

[Remaining intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PARTY A: BEIJING JINGDONG CENTURY TRADE CO., LTD.

/s/ Beijing Jingdong Century Trade Co., Ltd.

(Seal of Beijing Jingdong Century Trade Co., Ltd.)

By: /s/ Lei Xu

PARTY B: Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

/s/ Beijing Jingdong 360 Degree E-Commerce Co., Ltd.

(Seal of Beijing Jingdong 360 Degree E-Commerce Co., Ltd.)

By: /s/ Qi Zhang

PARTY C:

By: /s/ Qin Miao

By: /s/ Yayun Li

By: /s/ Pang Zhang

LOAN AGREEMENT

This LOAN AGREEMENT (this “**Agreement**”), dated September 30, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Lender: **Shanghai Shengdayuan Information Technology Co., Ltd.**, with registered address at Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai;

And

Borrowers: **Qin Miao;**
 Pang Zhang; and
 Yayun Li

(In this Agreement, the Lender and the Borrowers are individually referred to as a “**Party**”, collectively the “**Parties**”)

Whereas, Beijing Jingdong Century Trade Co., Ltd. (the “**Century Trade**”) and Yayun Li, Pang Zhang and other relevant party have executed a loan agreement on June 15, 2016 (the “**Original Loan Agreement**”), pursuant to which Century Trade provided a loan at an aggregate amount of RMB6,600,000 to Yayun Li and a loan at an aggregate amount of RMB5,500,000 to Pang Zhang. As of the date of this agreement, Century Trade has made such payments to Yayun Li and Pang Zhang, which is used for investment in the registered capital of Jiangsu Yuanzhou E-Commerce Co., Ltd. (the “**Borrower Company**”) (the “**Original Loan**”) and is not paid by the borrowers.

Whereas, Century Trade and Yayun Li, Pang Zhang and other relevant party have executed a termination agreement on September 30, 2022, the Lender, Century Trade and Yayun Li, Pang Zhang and other relevant party have entered into a credit assignment agreement, pursuant to which the Original Loan Agreement and other agreements are terminated, and the parties thereby agreed that the rights and obligations of Beijing Jingdong Century Trade Co., Ltd. under the Original Loan Agreement are assigned to the Lender, and the rights and obligations of the Lender, Yayun Li and Pang Zhang should be fulfilled and exercised under the arrangement of this Agreement.

NOW THEREFORE, the parties hereby agree to as follows:

1. Loan

- 1.1 Subject to the terms and conditions of this Agreement, the Lender agrees to maintain the Original Loan to Yayun Li and Pang Zhang and will provide to Yayun Li and Pang Zhang the Original Loan as agreed (the amount to be determined by the Lender depending on circumstances), and to provide Qin Miao a loan in an aggregate amount of RMB9,900,000 (together with the Original Loan, the “**Loan**”).
- 1.2 The Borrowers agree to use the Loan to pay for their investment in the registered capital of the Borrower Company and, unless with prior written consent of the Lender, will not use the Loan for any other purpose, or transfer or pledge its shares or other interests in the Borrower Company to any third party.
- 1.3 It is confirmed that the Lender will not charge any interest upon the Loan, unless otherwise provided herein.

2. Term of Loan

- 2.1 The term of the Loan hereunder shall be ten (10) years from the date when the Borrowers actually receive all or any part of the Loan. Unless otherwise indicated by the Lender prior to its expiration, the term of the Loan will be automatically extended for another ten (10) years, and so forth thereafter.
- 2.2 During the term or any extended term of the Loan, the Loan will become immediately due and payable by the Borrowers pursuant to the terms of this Agreement if:
 - (1) The Borrowers die or become a person incapacitated or with limited capacity for civil acts;
 - (2) The Borrowers resign or are dismissed by the Lender, the Borrower Company or any affiliate of the Lender;
 - (3) The Borrowers commit a crime or are involved in a crime;
 - (4) Any third party pursue any claim of more than RMB 100,000 against any of the Borrowers and the Lender has reasonable ground to believe that the Borrowers will not be capable to pay for such claim;
 - (5) The Lender decides to perform the Exclusive Purchase Option Agreement (as defined below) when foreign enterprises are allowed to control or wholly own the Borrower Company under applicable PRC laws;
 - (6) The Borrowers fail to comply with or perform any of their commitments or obligations under this Agreement (or any other agreement between them and the Lender), and further fails to remedy such breach within 30 business days upon its occurrence; and
 - (7) This Agreement, the Equity Pledge Agreement, or the Exclusive Purchase Option Agreement is terminated or held invalid by any court for any reason other than the Lender’s.

3. Repayment of Loan

- 3.1 The Lender and the Borrowers agree and confirm that the Loan will be repaid in the following manner only: the Borrowers will transfer all of their equity interests in the Borrower Company to the Lender or any legal or natural person designated by the Lender pursuant to requirements from the Lender.
- 3.2 The Lender and the Borrowers agree and confirm that to the extent permitted by the laws, the Lender has the right but no obligation to purchase or designate any legal or natural person designated by it to purchase all or any part of the equity interests in the Borrower Company from the Borrowers at the price set forth under the Exclusive Purchase Option Agreement.
- 3.3 It is agreed and confirmed by the Parties that the Borrowers shall be deemed to have fulfilled their repayment obligations hereunder only after both of the following conditions have been satisfied.
 - (1) The Borrowers have transferred all of their equity interests in the Borrower Company to the Lender and/or their designated person; and
 - (2) The Borrowers have repaid to the Lender all of the transfer proceeds or an amount equivalent to the maximum amount permitted by the laws.
- 3.4 The Loan will be deemed as a zero interest loan if the price to transfer the equity interests in the Borrower Company to the Lender from the Borrowers concluded by the Parties under this Agreement any other related agreements is equal or less than the amount of the Loan. Under such circumstance, the Borrowers are not required to repay any remaining amount of and/or any interest upon the Loan; provided, however, that if the equity interest transfer price exceeds the amount of the Loan, the exceeding amount will be deemed as the interest upon the Loan (calculated by the highest interest permitted by the PRC laws) and financing cost thereof.
- 3.5 Notwithstanding anything to the contrary, if the Borrower Company goes bankruptcy, dissolution or is ordered for closure during the term or extended term of this Agreement, and Borrowers will liquidate the Borrower Company according to laws and all of the proceeds from such liquidation will be used to repay the principal, interest (calculated by the highest interest permitted by the PRC laws) and financing cost of the Loan.

4. Obligations of the Borrowers

- 4.1 The Borrowers will repay the Loan according to the provisions of this Agreement and requirements from the Lender.
- 4.2 The Borrowers will enter into an Equity Pledge Agreement (the “**Equity Pledge Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers agree to pledge all of their equity interests in the Borrower Company to the Lender.
- 4.3 The Borrowers will enter into an Exclusive Purchase Option Agreement (the “**Exclusive Purchase Option Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers will to the extent permitted by the PRC laws grant an irrevocable and exclusive purchase option for the Lender to purchase all or any part of the equity interest in the Borrower Company from the Borrowers.
- 4.4 The Borrowers will perform their obligations under this Agreement, the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, and provide support for the Lender to complete all filings, approvals, authorizations, registration and other government procedures necessary to perform such agreements.

4.5 The Borrowers will sign an irrevocable power of attorney authorizing a person designated by the Lender to exercise on its behalf all of its rights as the shareholder of the Borrower Company.

5. Representations and Warranties

5.1 The Lender represents and warrants to the Borrowers that from the date of this Agreement until termination hereof:

- (a) It is a wholly foreign-owned company duly incorporated and validly existing under the laws of the PRC;
- (b) It has the power and receives all approvals and authorities necessary and appropriate to execute and perform this Agreement. Its execution and performance of this Agreement are in compliance with its articles of association or other organizational documents;
- (c) None of its execution or performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between it and any third party or any covenant issued to any third party; and
- (d) This Agreement, once executed, becomes legal, valid and enforceable obligations upon the Lender.

5.2 The Borrowers represent and warrant that from the date of this Agreement until termination hereof:

- (a) They are fully capable to conduct civil acts;
- (b) The Borrower Company is a limited liability company incorporated and validly existing under the PRC laws, and the Borrowers are the legal owners of the Borrower Equity;
- (c) None of their execution or performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between them and any third party or any covenant issued to any third party;
- (d) This Agreement, once executed, becomes legal, valid and enforceable obligations upon the Borrowers;
- (e) They have paid the full investment relating to the Borrower Equity according to law, and received a verification report for such payment from a qualified accounting firm;
- (f) Except for those provided under the Equity Pledge Agreement, they create no mortgage, pledge or any other security upon the Borrower Equity, provides no offer to any third party to transfer the Borrower Equity, make no covenant regarding any offer to purchase the Borrower Equity from any third party, or enter into any agreement with any third party to transfer the Borrower Equity;

- (g) There is no existing or potential dispute, suit, arbitration, administrative proceeding or any other legal proceeding in which the Borrowers and/or the Borrower Equity is involved; and
- (h) The Borrower Company has completed all government approvals, authorizations, licenses, registrations and filings necessary to conduct its businesses and own its assets.

6. Covenants from the Borrowers

- 6.1 The Borrowers covenant in their capacity of the shareholders of the Borrower Company that during the term of this Agreement they will procure the Borrower Company:
- (a) without prior written consent from the Lender, not to supplement, amend or modify its articles of association, or increase or decrease its registered capital, or change its capital structures of the Company;
 - (b) to maintain its existence, prudently and effectively operate its businesses and deal with its affairs in line with fair financial and business standards and customs;
 - (c) without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any of its assets, businesses or income, or allow creation of any other security interests thereupon;
 - (d) without prior written consent from the Lender, not to incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from The Lender;
 - (e) to always conduct its business operations in ordinary course to maintain the value of its assets;
 - (f) without prior written consent from the Lender, not to enter into any material agreement other than those executed in its ordinary course of business (for purpose of this Section 6.1.6, a material agreement means any agreement with a contract value exceeding RMB one hundred thousand Yuan (RMB 100,000));
 - (g) not to provide any loan or credit to any party without prior written consent from the Lender;
 - (h) to provide any and all information regarding its operations and financial conditions at the request from the Lender;
 - (i) to buy and maintain requisite insurance policies from an insurer acceptable to the Lender, the amount and type of which will be the same with those maintained by the companies having similar operations, properties or assets in the same region;

- (j) without prior written consent from the Lender, not to combine, merge with, acquire or make investment to any person;
- (k) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- (l) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of all of its assets;
- (m) without prior written consent from the Lender, not to distribute any dividend or bonus to any of its shareholders;
- (n) to appoint any person nominated by the Lender or the parent of the Lender to its board at the request of the Lender; and
- (o) to strictly comply with the provisions of the Exclusive Purchase Option Agreement, and not to make any act or omission which may affect its validity and enforceability.

6.2 The Borrowers covenant during the term of this Agreement:

- (a) except those provided under the Equity Pledge Agreement and without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the Borrower Equity, or allow creation of any other security interests thereupon;
- (b) to procure the shareholders of the Borrower Company not to approve any sale, transfer, pledge or otherwise disposal of any legal or beneficial interest of the Borrower Equity, or creation of any other security interests thereupon without prior written consent from the Lender, except to the Lender or its designated person;
- (c) to procure the shareholders of the Borrower Company not to approve its merger or association with, or acquisition of or investment in any person without prior written consent from the Lender;
- (d) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding the Borrower Equity;
- (e) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of the Borrower Equity;
- (f) not to make any act and/or omission which may affect any asset, business or liability of the Borrower Company without prior written consent from the Lender;
- (g) to appoint any person nominated by the Lender or the parent of the Lender to the board of the Borrower Company at the request of the Lender;

- (h) to the extent permitted under the PRC laws and at the request of the Lender at any time, to transfer unconditionally and immediately all of the equity interests owned by the Borrowers to the Lender or any person designated by it, and procure any other shareholder of the Borrower Company to waive the right of first refusal regarding such equity interests;
- (i) to the extent permitted under the PRC laws and at the request of the Lender at any time, to procure any other shareholder of the Borrower Company to transfer unconditionally and immediately all of the equity interests owned by such shareholder to the Lender or any person designated by it, and the Borrowers hereby waive their right of first refusal regarding such equity interests;
- (j) if the Lender purchases the Borrower Equity from the Borrowers pursuant to the Exclusive Purchase Option Agreement, to use the price of such purchase to repay the Loan to the Lender on priority; and
- (k) to strictly comply with the provisions of this Agreement, the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, perform its obligations under each of such agreements, and not to make any act or omission which may affect the validity and enforceability of each of such agreements.

7. Liabilities for Breach of Contract

- 7.1 If any party (“**Defaulting Party**”) breaches any provision of this Agreement, which causes damage to the other party (“**Non-defaulting Party**”), the Non- defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may immediately take the actions pursuant to this Agreement or take other remedies in accordance with laws.
- 7.2 If the Borrowers fail to repay the Loan pursuant to the terms under this Agreement, they will be liable for a penalty interest accrued upon the amount due and payable at a daily interest rate of 0.02% until the Loan as well as any penalty interest and any other amount accrued thereupon are fully repaid by the Borrowers.

8. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Lender: Shanghai Shengdayuan Information Technology Co., Ltd.

Address: Room 301, Building 1, No. 1111 Xingbang Street,
Jiading Industrial Zone,
Shanghai
Attention: Chao He

If to the Borrowers:

Qin Miao
Address: ***

Pang Zhang
Address: ***

Yayun Li
Address: ***

9. Confidentiality

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless: (a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

10. Applicable Law and Dispute Resolution

- 10.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 10.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

11. Miscellaneous

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 This Agreement shall be effective as of the date of its execution. Once effective, this Agreement will expire until the Parties have performed their respective obligations under this Agreement.
- 11.3 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.4 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 11.5 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement.
- 11.6 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 11.7 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.8 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.

- 11.9 Unless with prior written consent from the Lender, the Borrowers may not assign any of their rights and obligations under this Agreement to any third party.
- 11.10 This Agreement is made in four (4) originals with each Party holding one (1) original. Each original has the same effect.

(No text below)

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Shanghai Shengdayuan Information Technology Co., Ltd.

/s/ Shanghai Shengdayuan Information Technology Co., Ltd.
(Seal of Shanghai Shengdayuan Information Technology
Co., Ltd.)

By: /s/ Chao He

Party B:

Qin Miao

By: /s/ Qin Miao

Pang Zhang

By: /s/ Pang Zhang

Yayun Li

By: /s/ Yayun Li

Equity Pledge Agreement

This EQUITY PLEDGE AGREEMENT, (this “**Agreement**”), dated September 30, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Party A: Shanghai Shengdayuan Information Technology Co., Ltd.

Registered address: Room 311, Building 1, 111 Xingbang Road, Jiading Industrial District, Shanghai

Party B: Qin Miao;

Pang Zhang;

Yayun Li

Party C: Jiangsu Yuanzhou E-Commerce Co., Ltd.

Registered address: Intersection of Hongzehu East Street and Qingshuijiang Street, Suyu District, Jiangsu

(Party B is referred to as “**Pledgors**” hereinafter; Party A is referred to as “**Pledgee**” hereinafter; and either the Pledgors or the Pledgee is individually referred to as a “**Party**” and collectively referred to as the “**Parties**”).

Whereas,

- (1) Jiangsu Yuanzhou E-Commerce Co., Ltd. (“**Jiangsu Yuanzhou**”) is a limited liability company duly incorporated and validly existing under the PRC laws.
- (2) The Pledgors hold 100% equity interests of Jiangsu Yuanzhou of which 45%, 30% and 25% of the equity interests are held by Qin Miao, Yayun Li and Pang Zhang, respectively.
- (3) The Pledgee is a wholly foreign owned company duly incorporated and existing under the laws of the PRC.
- (4) The Pledgee and Jiangsu Yuanzhou entered into an Exclusive Technology Consulting and Service Agreement (“**Service Agreement**”) on September 30, 2022.
- (5) The Pledgors and the Pledgee entered into a Loan Agreement on September 30, 2022 (“**Loan Agreement**”), an Exclusive Purchase Option Agreement on September 30, 2022 (“**Exclusive Purchase Option Agreement**”) and a Business Cooperation Agreement (“**Business Cooperation Agreement**”). In addition, the Pledgors delivered the Power of Attorney to the Pledgee on September 30, 2022 (“**Power of Attorney**”, together with the Service Agreement, Loan Agreement, Exclusive Purchase Option Agreement and Business Cooperation Agreement, collectively referred as “**Master Agreement**”).

- (6) In order to secure the Pledgor's performance of their obligations under this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and the Power of Attorney, and in order to ensure Jiangsu Yuanzhou to be able to perform its obligations under the Services Agreements, the Pledgor hereby pledges all the equity interests held by him in Jiangsu Yuanzhou as the guaranty for him and/or Jiangsu Yuanzhou's performance of obligations under the Master Agreement.

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

1. Definition

Unless otherwise specified herein, the following words shall have the meanings as follows:

- 1.1 Pledge Right: means the priority right the Pledgee owns, with respect to the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee.
- 1.2 Pledged Equity Interests: means all the equity interests duly held by the Pledgors in Jiangsu Yuanzhou, i.e. 100% equity interests of Jiangsu Yuanzhou, as well as all the other rights created over it.
- 1.3 Term of Pledge: means the period of term specified in Article 3 hereof.
- 1.4 Event of Default: means any of the circumstances listed in Article 7 hereof.
- 1.5 Notice of Default: means any notice issued by the Pledgee to the Pledgors in accordance with this Agreement specifying an Event of Default.

2. Pledge Right and Scope of Guaranty

- 2.1 The Pledgor agrees to pledge all the Pledged Equity Interests to the Pledgee as the guaranty for his and/or Jiangsu Yuanzhou's performance of all the obligations under the Master Agreement and all the liabilities of indemnification to the Pledgee which may arise due to the invalidity or cancellation of the Master Agreement. Jiangsu Yuanzhou agrees with such equity pledge arrangement.
- 2.2 The effect of guaranty under the Master Agreement will not be prejudiced by any amendment or change of the Master Agreement. The invalidity or cancellation of the Master Agreement does not impair the validity of this Agreement. In the event that the Master Agreement is deemed as invalid, or cancelled or revoked for any reason, the Pledgee is entitled to realized its pledge right in accordance with Article 8 hereof.

3. Creation and Term of Pledge

- 3.1 The Pledge Right hereunder shall be reflected on the register of shareholders and the capital contribution certificate in accordance with the form as attached to this Agreement.

- 3.2 The term of the Pledge Right is two (2) years effective from the registration of pledge of equity interests with the Administration for Industry and Commerce of the place where Jiangsu Yuanzhou is registered, till the day on which all the obligations under the Master Agreement are fully performed (“**Term of Pledge**”).
- 3.3 During the Term of Pledge, if the Pledgor and/or Jiangsu Yuanzhou fails to perform any obligation under or arising from the Master Agreement, the Pledgee has the right to dispose of the Pledge Right in accordance with Article 8 hereof.

4. Possession of Pledge Certificates

- 4.1 The Pledgor shall deliver the register of shareholders and capital contribution certificate of Jiangsu Yuanzhou which reflects the pledge of equity interests as mentioned in above Article 3 within three (3) business days upon the pledge is recorded on such documents, to the Pledgee for its possession, and the Pledgee is obligated to keep the received pledge documents.
- 4.2 The Pledgee is entitled to all the proceeds in cash including the dividends and all the other non-cash proceeds arising from the Pledge Equity Interests since September 30, 2022.

5. Representations and Warranties of the Pledgor

- 5.1 The Pledgor is the legal owner of Pledged Equity Interests.
- 5.2 Once the Pledgee intends to exercise the rights of the Pledgee under this Agreement anytime, it shall be protected from any interference from any other party.
- 5.3 The Pledgee has the right to dispose of or transfer the Pledge Right in the way as described hereunder.
- 5.4 The Pledgor has never created any other pledge right or any other third party right over the equity interests except towards the Pledgee.

6. Covenants from the Pledgors

- 6.1 During the term of this Agreement, the Pledgor covenants to the Pledgee as follows:
- 6.1.1 Without prior written consent of the Pledgee, the Pledgor should not transfer the Pledged Equity Interests, or create or allow creation of any new pledge or any other security upon the Pledged Equity Interests which may impair the rights and/or interest of the Pledgee, except for the transfer of equity interests to the Pledgee or the person designated by the Pledgee in accordance with the Exclusive Purchase Option Agreement.
- 6.1.2 The Pledgor shall abide by and exercise all the provisions of laws and regulations in relation to the pledge of rights, and shall present the Pledgee any and all notices, directions or suggestions issued by related competent authorities within two (2) days upon the receipt of such notices, directions or suggestions, and shall comply with such notices, directions or suggestions, or present its opposite opinions and representations regarding the above mentioned issues according to the reasonable request of the Pledgee or with the consent from the Pledgee;

- 6.1.3 The Pledgor shall give prompt notice to the Pledgee regarding any occurrence or received notice which may influence the equity interests or any part of the equity interests held by the Pledgee, or may change any warranties or obligations of the Pledgor under this Agreement or may influence the performance of obligations by the Pledgor hereunder.
- 6.2 The Pledgor agrees that, the right of the Pledgee to exercise of Pledge Right hereunder in accordance with this Agreement, shall not be interfered or impaired by any legal proceedings taken by the Pledgor, or the successor or designated person of the Pledgor or any other person.
- 6.3 The Pledgor warrants to the Pledgee that, in order to protect or consummate the guaranty provided by this Agreement regarding the performance of the Master Agreement, the Pledgor will faithfully sign, or cause any other party which is materially related to the Pledge Right to sign, any and all right certificates and deeds, and/or take, or cause any other party which is materially related to the Pledge Right to take, any and all actions, reasonably required by the Pledgee, and will facilitate the exercise of the rights and authorizations granted to the Pledgee under this Agreement, enter into any change to related equity certificate with the Pledgee or the Pledgee's designated person (individual/legal person), and provide to the Pledgee any and all notices, orders and decisions as deemed necessary by the Pledgee.
- 6.4 The Pledgor undertakes to the Pledgee he will abide by and perform all representations, warranties and undertakings to protect the interests of the Pledgee. The Pledgor shall indemnify the Pledgee any and all losses suffered by the Pledgee due to the Pledgor's failure or partial failure in performance of his representations, warranties or undertakings.
- 6.5 The Pledgor covenants to the Pledgee that he assumes several and joint liabilities with respect to the obligations hereunder.
- 6.6 The Pledgor irrevocably agrees to waive the preemptive right with respect to the Pledged Equity Interests pledged by other shareholders of Jiangsu Yuanzhou to the Pledgee, as well as the transfer of equity interests due to the exercise of Pledge Right by the Pledgee.

7. Event of Default

- 7.1 Any of the following is deemed as a Event of Default:
- 7.1.1 Jiangsu Yuanzhou fails to perform its obligations under the Master Agreement;

- 7.1.2 Any representation or warranty of the Pledgor under this Agreement is substantially misleading or untrue, and/or the Pledgor breaches any of his representations and warranties under this Agreement;
 - 7.1.3 The Pledgor breaches his covenants hereunder;
 - 7.1.4 The Pledgor breaches any provision hereof;
 - 7.1.5 Except that the Pledgor transfers the equity interests to the Pledgee or the Pledgee's designated person in accordance with the Exclusive Purchase Option Agreement, the Pledgor waives the Pledged Equity Interests or transfers the Pledged Equity Interests without the written consent from the Pledgee;
 - 7.1.6 Any external borrowings, guaranty, indemnification, undertakings or any other liabilities of the Pledgor (1) is required to be repaid or exercised early due to its default; or (2) is not repaid or exercised when due, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.7 The Pledgor fails to repay general debts or other liabilities;
 - 7.1.8 This Agreement is deemed to be illegal with promulgation of related laws, or the Pledgor is unable to continue to perform his obligations hereunder;
 - 7.1.9 The consent, permit, approval or authorization from the competent authorities for making this Agreement enforceable, legal or valid is revoked, suspended, invalidated or materially amended;
 - 7.1.10 Adverse change occur with respect to the assets of the Pledgor, which makes the Pledgee reasonably believes that the ability of the Pledgor to perform his obligations under this Agreement has been impaired.
 - 7.1.11 Successor of the Pledgor or Jiangsu Yuanzhou can only perform part of, or refuses to perform, its obligations under this Agreement.
 - 7.1.12 Other circumstances occur which make the Pledgee unable to exercise or dispose of the Pledge Right in accordance with related laws.
- 7.2 In the event that is aware of or discover that any issue described in the above Article 7.1 or any other issue which may cause the occurrence of such mentioned issues has occurred, the Pledgor shall give a prompt written notice to the Pledgee.
- 7.3 Unless that the Event of Default specified in above Article 7.1 has been resolved to the satisfaction of the Pledgee, otherwise the Pledgee is entitled to (not obligated to) serve a Notice of Default to the Pledgor immediately following or any time after the occurrence of the Event of Default, to require the Pledgor and Jiangsu Yuanzhou to immediately perform its obligations under the Master Agreement (including without limitation to payment of the due and unpaid debts and other amounts payable under the Services Agreements) or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of Pledge Right

- 8.1 Prior to the fulfillment of performance of the obligations under the Master Agreement, the Pledgor should not transfer the Pledged Equity Interests without the written consent of the Pledgee.
- 8.2 In the event of occurrence of the Event of Default described in above Article 7, the Pledgee shall give a Notice of Default to the Pledgor when exercising the Pledge Right. The Pledgee may exercise the right to dispose of the Pledge Right at the same time of or any time after the service of the Notice of Default.
- 8.3 The Pledgee has the right to sell in accordance with legal procedure or dispose of in the other way allowed by law the Pledged Equity Interests hereunder. If the Pledgee decides to exercise the Pledge Right, the Pledgor undertakes to transfer all of his shareholder rights to the Pledgee for exercise. In addition, the Pledgee has the priority to receive the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgor to the Pledgee according to the legal proceedings.
- 8.4 When the Pledgee is disposing of the Pledge Right in accordance with this Agreement, the Pledgor should not create any obstacle, and shall provide any necessary assistance to help the Pledgee to realize the Pledge Right.

9. Transfer of Agreement

- 9.1 Unless with the prior consent from the Pledgee, the Pledgor has no right to grant or transfer any of his rights and obligations hereunder.
- 9.2 This Agreement is binding upon the Pledgor and his successor, as well as the Pledgee and its successors and assignees permitted by the Pledgee.
- 9.3 The Pledgee is entitled to transfer any or all rights and obligations under the Master Agreement to any person (individual/legal person) designated by it at anytime. Under this circumstance, the assignee has the same rights and obligations as the Pledgee under this Agreement, as if such rights and obligations are granted to it as a party to this Agreement. When transferring the rights and obligations under the Services Agreements, this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and/or Power of Attorney, the Pledgors shall sign any and all related agreement and/or documents as required by the Pledgee.
- 9.4 With the change of pledgee due to the transfer, all the parties to the new pledge shall enter into a new pledge contract, which shall be substantially same to this Agreement in the content and to the satisfaction of the Pledgee.

10. Effectiveness and Termination

- 10.1 This Agreement becomes effective on the date hereof.
- 10.2 The Parties confirm that whether the pledge hereunder has been registered and recorded or not will not impair the effectiveness and validity of this Agreement.
- 10.3 This Agreement will terminate two (2) years after the Pledgor and for Jiangsu Yuanzhou no longer assume any liability under or arising from the Master Agreement.
- 10.4 Release of pledge shall be recorded accordingly on the register of shareholders of Jiangsu Yuanzhou and related deregistration formalities shall be proceeded with at the Administration for Industry and Commerce of the place where Jiangsu Yuanzhou is registered.

11. Processing Fee and Other Costs

All fees and actual costs related to this Agreement, including not limited to legal fees, processing fee, duty stamp and all the other related taxes and expenses shall be borne by the Pledgor. If related taxes is borne by the Pledgee in accordance with laws, then the Pledgor shall fully indemnify the Pledgee all the taxes withheld by the Pledgee.

12. Force Majeure

- 12.1 "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unpredictable, unavoidable, irresistible even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geographical variations, storms, floods, earthquakes, morning and evening tides, lightning or wars, riot, strike, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party.
- 12.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

4. Dispute Resolution

- 13.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.

13.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to China International Economic and Trade Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

14. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Pledgee: Shanghai Shengdayuan Information Technology Co., Ltd..

Address: ***
Phone: ***
Facsimile: ***
Attention: ***

If to the Pledgor: Qin Miao

Address: ***
Phone: ***
Facsimile: ***

Yayun Li

Address: ***
Phone: ***
Facsimile: ***

Pang Zhang

Address: ***
Phone: ***
Facsimile: ***

15. Miscellaneous

- 15.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 15.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 15.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 15.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement duly signed by the Parties is an integral part of and has the same effect with this Agreement.
- 15.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 15.6 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 15.7 Any schedule hereto is an integral part of and has the same effect with this Agreement.

15.8 This Agreement is made in four (4) originals with each Party holding one (1) original. And other originals are submitted to the AIC for proceeding with the formalities of registration of pledge of equity interests.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Shanghai Shengdayuan Information Technology Co., Ltd.

/s/ Shanghai Shengdayuan Information Technology Co., Ltd.
(Seal of Shanghai Shengdayuan Information Technology Co., Ltd.)

By: /s/ Chao He

Party B: Qin Miao

By: /s/ Qin Miao

Yayun Li

By: /s/ Yayun Li

Pang Zhang

By: /s/ Pang Zhang

Party C: Jiangsu Yuanzhou E-Commerce Co., Ltd.

By: /s/ Yanzhong Yao

Signature page for the Equity Pledge Agreement

Schedule 1:

Register of Shareholders of Jiangsu Yuanzhou E-Commerce Co., Ltd.

Name of Shareholder	Capital Contribution Amount/Shareholding Percentage	Registration of Pledge
Qin Miao	RMB 9,900,000 45%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Pang Zhang, Yayun Li, Shanghai Shengdayuan Information Technology and Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022, Qin Miao has pledged all the equity interests held by him to Shanghai Shengdayuan Information Technology
Yayun Li	RMB 6,600,000 30%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Pang Zhang, Yayun Li, Shanghai Shengdayuan Information Technology and Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022, Yayun Li has pledged all the equity interests held by her to Shanghai Shengdayuan Information Technology
Pang Zhang	RMB 5,500,000 25%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Pang Zhang, Yayun Li, Shanghai Shengdayuan Information Technology and Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022, Pang Zhang has pledged all the equity interests held by her to Shanghai Shengdayuan Information Technology

Jiangsu Yuanzhou E-Commerce Co., Ltd. (seal)

/s/ Yanzhong Yao

Legal representative (signature)

Date: September 30, 2022

Schedule 2:

Jiangsu Yuanzhou E-Commerce Co., Ltd.

Capital Contribution Certificate

(No.: 001)

Company: Jiangsu Yuanzhou E-Commerce Co., Ltd.
Date of Incorporation: September 26, 2010
Registered Capital: RMB 22,000,000
Shareholder: Qin Miao
Capital Contributed by Shareholder: RMB 9,900,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Pang Zhang, Yayun Li, Shanghai Shengdayuan Information Technology and Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022, Qin Miao has pledged all the equity interests held by him to Shanghai Shengdayuan Information Technology.

Jiangsu Yuanzhou E-Commerce Co., Ltd. (seal)

Signature: /s/ Yanzhong Yao

Name: Yanzhong Yao

Title: Legal representative

Date: September 30, 2022

Jiangsu Yuanzhou E-Commerce Co., Ltd.

Capital Contribution Certificate

(No.: 002)

Company: Jiangsu Yuanzhou E-Commerce Co., Ltd.
Date of Incorporation: September 26, 2010
Registered Capital: RMB 22,000,000
Shareholder: Yayun Li
Capital Contributed by Shareholder: RMB 6,600,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Pang Zhang, Yayun Li, Shanghai Shengdayuan Information Technology and Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022, Yayun Li has pledged all the equity interests held by her to Shanghai Shengdayuan Information Technology.

Jiangsu Yuanzhou E-Commerce Co., Ltd. (seal)

Signature: /s/ Yanzhong Yao

Name: Yanzhong Yao

Title: Legal representative

Date: September 30, 2022

Jiangsu Yuanzhou E-Commerce Co., Ltd.

Capital Contribution Certificate

(No.: 003)

Company: Jiangsu Yuanzhou E-Commerce Co., Ltd.
Date of Incorporation: September 26, 2010
Registered Capital: RMB 22,000,000
Shareholder: Pang Zhang
Capital Contributed by Shareholder: RMB 5,500,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Pang Zhang, Yayun Li, Shanghai Shengdayuan Information Technology and Jiangsu Yuanzhou E-Commerce Co., Ltd. dated September 30, 2022, Pang Zhang has pledged all the equity interests held by her to Shanghai Shengdayuan Information Technology.

Jiangsu Yuanzhou E-Commerce Co., Ltd. (seal)

Signature: /s/ Yanzhong Yao

Name: Yanzhong Yao

Title: Legal representative

Date: September 30, 2022

Power of Attorney

The undersigned, Qin Miao, a citizen of the People's Republic of China (the "PRC") and a holder of 45% of the equity interests of Jiangsu Yuanzhou E-Commerce Co., Ltd. (the "Jiangsu Company") (the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Shanghai Shengdayuan Information Technology Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Jiangsu Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Jiangsu Company according to laws and the articles of association of the Jiangsu Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Jiangsu Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Jiangsu Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Qin Miao

Dated: September 30, 2022

Power of Attorney

The undersigned, Pang Zhang, a citizen of the People's Republic of China (the "PRC") and a holder of 25% of the equity interests of Jiangsu Yuanzhou E-Commerce Co., Ltd. (the "Jiangsu Company") (the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Shanghai Shengdayuan Information Technology Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Jiangsu Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Jiangsu Company according to laws and the articles of association of the Jiangsu Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Jiangsu Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Jiangsu Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Pang Zhang

Dated: September 30, 2022

Power of Attorney

The undersigned, Yayun Li, a citizen of the People's Republic of China (the "PRC") and a holder of 30% of the equity interests of Jiangsu Yuanzhou E-Commerce Co., Ltd. (the "Jiangsu Company") (the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Shanghai Shengdayuan Information Technology Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Jiangsu Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Jiangsu Company according to laws and the articles of association of the Jiangsu Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Jiangsu Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Jiangsu Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Yayun Li

Dated: September 30, 2022

EXCLUSIVE TECHNOLOGY CONSULTING AND SERVICE AGREEMENT

This EXCLUSIVE TECHNOLOGY CONSULTING AND SERVICE AGREEMENT (this “**Agreement**”), dated September 30, 2022, is made in Beijing, the People’s Republic of China (the “**PRC**”) by and between:

Party A: Shanghai Shengdayuan Information Technology Co., Ltd., with registered address at Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai; and

Party B: Jiangsu Yuanzhou E-Commerce Co., Ltd., with registered address at Intersection of Hongzehu East Street and Qingshuijiang Road, Suyu District.

(Party A and Party B individually, a “**Party**”; collectively, the “**Parties**”)

Whereas,

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws, having the resources and qualifications to provide technology consulting and services; and
2. Party B is a limited liability company duly incorporated and validly existing under the PRC laws and desires to obtain technology consulting and services necessary for its business operations.

NOW, THEREFORE, the Parties hereby agree as follows through negotiations:

1. Technology Consulting and Services; Sole and Exclusive Rights and Interests

1.1 During the term of this Agreement, Party A agrees to provide Party B with technology consulting and services (set forth in Exhibit I attached hereto) subject to the terms and conditions of this Agreement.

1.2 Party B agrees to accept the technology consulting and services provided by Party A. Party B further agrees that during the term hereof, it will not accept the same or similar technology consulting and services with respect to the foregoing business operations from any third party, unless with prior written consent from Party A.

1.3 Any and all rights and interests arising from performance of this Agreement, including without limitation ownership, copyright, patent and other intellectual properties, technical and business secrets, which is developed by Party A or by Party B based on the intellectual property owned by Party A, will be solely and exclusively owned by Party A.

2. Calculation and Payment of Technology Consulting and Services Fee

2.1 Party B agrees to pay technology consulting and services fee set forth under this Agreement to Party A for the technology consulting and services provided by Party A under this Agreement (the “**Consulting Services Fee**”).

2.2 The Parties agree to determine and pay the Consulting Services Fee in accordance with Exhibit II attached hereto.

3. Representations and Warranties

3.1 Party A hereby represents and warrants that:

3.1.1. It is a company duly incorporated and validly existing under the laws of the PRC;

3.1.2. Its execution and performance of this Agreement are within the scope of its corporate power and business; it has taken necessary corporate actions and obtained appropriate authorization and necessary consent and approvals from third parties and government agency, and execution of this Agreement will not constitute a breach of any law or contract which has binding or other effect upon it; and

3.1.3. This Agreement, once executed, constitutes legal, valid and binding obligations of Party A, and is enforceable upon Party A pursuant to its terms.

3.2 Party B hereby represents and warrants that:

3.2.1. It is a company duly incorporated and validly existing under the laws of the PRC;

3.2.2. Its execution and performance of this Agreement are within the scope of its corporate power and business; it has taken necessary corporate actions and obtained appropriate authorization and necessary consent and approvals from third parties and government agency, and execution of this Agreement will not constitute a breach of any law or contract which has binding or other effect upon it; and

3.2.3. This Agreement, once executed, constitutes legal, valid and binding obligations of Party B, and is enforceable upon Party B pursuant to its terms.

4. Confidentiality

4.1 Party B agrees to take reasonably best efforts to keep in confidence Party A's confidential information and materials ("**Confidential Information**") that it may be aware of or have access to in connection with its acceptance of Party A's exclusive consulting and services. Without prior written consent from Party A, Party B shall not disclose, offer or transfer any Confidential Information to any third party. If this Agreement terminates and upon Party A's request, Party B shall return to Party A or destroy all of the documents, materials or software containing Confidential Information, and shall delete any Confidential Information from all relevant memory devices and cease to use any Confidential Information.

4.2 This Article 4 will survive any change, termination or expiration of this Agreement.

5. Breach of Contract

If either party (the "**Defaulting Party**") breaches any provision of this Agreement, which causes damage to the other Party (the "**Non-defaulting Party**"), the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or pursue other remedies in accordance with laws.

6. Effectiveness and Term

6.1 This Agreement shall take effect as of the date first written above. The term of this Agreement is ten (10) years unless early termination occurs in accordance with relevant provisions herein or any other agreement reached by the Parties.

6.2 This Agreement may be extended upon Party A's written confirmation prior to the expiration of this Agreement. The extended term shall be ten (10) years or otherwise agreed by the Parties.

7. Termination

7.1 This Agreement shall be terminated on the expiring date unless it is renewed in accordance with the relevant provisions herein.

7.2 During the term hereof, Party B may not make early termination of this Agreement unless Party A commits gross negligence, fraud or other illegal action, or goes bankrupt, or is required to wind down by law. This Agreement shall terminate automatically if Party B goes bankrupt or is required to wind down by laws prior to expiration of this Agreement. Notwithstanding the foregoing, Party A shall always have the right to terminate this Agreement by issuing a thirty (30) days' prior written notice to Party B.

7.3 The rights and obligations of the Parties under Articles 4 and 5 will survive termination of this Agreement.

8. Governing Law and Dispute Resolution

8.1 The execution, interpretation, performance of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.

8.2 The parties hereto shall strive to resolve any dispute arising from the interpretation or performance of the terms under this Agreement through negotiations in good faith. If no resolution can be reached through negotiations within thirty (30) days after the request for negotiations is made by either Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon both Parties.

9. Force Majeure

9.1 "Force Majeure Event" shall mean any event beyond the reasonable control of the Party so affected, which are unpredictable, unavoidable, or insurmountable even if the affected Party takes reasonable care, including but not limited to governmental acts, Acts of God, fires, explosions, geographical variations, storms, floods, earthquakes, tides, lightning or wars, riots, strikes, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable control of the affected Party.

9.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

10. Notices

All notices or other correspondences given by either Party pursuant to this Agreement shall be made in writing and may be delivered in person, or by registered mail, postage prepaid mail, generally accepted courier service or facsimile to the following addresses of the relevant Party or both Parties, or any other address notified by the other Party from time to time, or another person's address designated by it. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7) day after the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4) day after delivery to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to **Party A: Shanghai Shengdayuan Information Technology Co., Ltd.**

Address: Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai;
Attention: Chao He

If to **Party B: Jiangsu Yuanzhou E-Commerce Co., Ltd.**

Address: Intersection of Hongzehu East Street and Qingshuijiang Road, Suyu District.
Attention: Yanzhong Yao

11. Assignment

Party B shall not assign its rights and obligations under this Agreement to any third party without the prior written consent of Party A.

12. Severability

If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.

13. Amendment and Supplement to Agreement

Any amendment and supplement to this Agreement shall be made in writing by the Parties. Any agreements on such amendment and supplement duly executed by both Parties shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.

14. Miscellaneous

14.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.

14.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.

14.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

14.4 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.

14.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.

14.6 Any attachment hereto is an integral part of and has the same effect with this Agreement.

14.7 This Agreement is made in two originals with each Party holding one and both originals are equally authentic.

(No text below)

(Signature Page of Exclusive Technology Consulting and Service Agreement)

IN WITNESS THEREOF, each Party hereto has caused this Agreement duly executed by their respective duly authorized representative on its behalf as of the date first written above.

Party A: Shanghai Shengdayuan Information Technology Co., Ltd. (seal)

Signature: /s/ Chao He

Title: Authorized representative

Party B: Jiangsu Yuanzhou E-Commerce Co., Ltd. (seal)

Signature: /s/Yanzhong Yao

Title: Authorized representative

Exhibit 1: List of Technology Consulting and Services

Party A will provide the following technology consulting and services to Party B:

- (1) technology research and development required in connection Party B's business operations, including development, design and production of database software for information storage and other related technologies as well as granting license of such technology to Party B;
- (2) technology application and implementation for Party B's business operations, including without limitation master design, installation, commissioning and trial operation of technical systems;
- (3) routine maintenance, supervision, commissioning and troubleshooting for Party B's computer network equipment, including prompt customer information input to database, or promptly update database and customer interface, as well as other related technical services;
- (4) consulting services for procurement of equipment, software and hardware systems necessary for web-based business operations by Party B, including without limitation consulting and advising on selection, installation and commissioning of tool software, application software and technical platform, as well as the selection, type and function of complementary hardware facilities and equipment;
- (5) appropriate training and technical support for Party B's employees, including without limitation providing raining on customer services or technologies, sharing knowledge and experience on installation and operation of systems and equipment, assisting to resolve any problem in connection with system and equipment installation and operation, consulting and advising on operation of any other web edition platform and software, and assisting to collect and compile information and contents;
- (6) technology consulting and response to enquiries raised by Party B relating to network equipment, technical products and software; and
- (7) any other technical services and consulting required by Party B for business operations.

Exhibit II: Calculation and Payment of Technology Consulting and Services Fee

The amount of the service fee will be determined on the basis of:

- (1) difficulty of the technology and complexity of the consulting and management services;
- (2) time required by Party A to provide technology consulting and management services; and
- (3) contents and commercial value of the technology consulting and management services.

Party A will issue a fee statement based on the workload and commercial value of the technical services provided by Party B as well as the prices agreed by the Parties to Party B on quarterly basis. Party B will pay the consulting and services fee according to the time and amount set forth in the statement, provided that Party B will pay no less than RMB[] as consulting and services fee (the “**Quarterly Minimum Service Fee**”) to Party A on quarterly basis. Party A may revise at any time the standards of consulting and services fee based on the amount and composition of the consulting and services fee payable by Party B.

The Quarterly Minimum Service Fee is subject to approval from Party A’s board of directors, and will be reviewed and revised no less than once yearly. Any revision and change of Quarterly Minimum Service Fee is subject to approval from Party A’s board of directors.

EXCLUSIVE PURCHASE OPTION AGREEMENT

This EXCLUSIVE PURCHASE OPTION AGREEMENT (this “**Agreement**”), dated September 30, 2022, is made in Beijing, People’s Republic of China (the “**PRC**”) by and among:

Party A: **Shanghai Shengdayuan Information Technology Co., Ltd.**, a wholly foreign owned company incorporated in the PRC with registered address at Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai;

Party B: **Qin Miao**, with PRC identification number of ***;
Pang Zhang, with PRC identification number of ***;
Yayun Li, with PRC identification number of ***;

And

Party C: **Jiangsu Yuanzhou E-Commerce Co., Ltd.**, a limited liability company incorporated and existing under the laws of the PRC, with registered address at Intersection of Hongzehu East Street and Qingshuijiang Street, Suyu District, Jiangsu.

(Party A, Party B and Party C individually being referred to as a “Party” and collectively the “Parties”)

Whereas,

1. Party C is a limited liability company duly incorporated and validly existing under the PRC laws. Party B has an aggregate holding of 100% equity interests in Party C, with Qin Miao, Yayun Li and Pang Zhang holding 45%, 30% and 25% thereof, respectively;
2. Party B and Party C have made a Loan Agreement (the “**Loan Agreement**”) and an Equity Pledge Agreement (the “**Equity Pledge Agreement**”) dated September 30, 2022; and

NOW, THEREFORE, the Parties hereby agree as follows through negotiations:

1. Purchase and Sale of Equity Interests

1.1 Grant of Right

Party B hereby exclusively and irrevocably grants Party A an exclusive option to purchase or designate one or several person(s) (the “**Designated Person**”) to purchase all or any part of the equity interests held by Party B in Party C (the “**Purchase Option**”) at any time from Party B at the price specified in Article 1.3 of this Agreement in accordance with the procedures determined by Party A at its own discretion and to the extent permitted by the PRC laws. No party other than Party A and the Designated Person may have the Purchase Option. Party C hereby agrees Party B to grant the Purchase Option to Party A. For purpose of this Section 1.1 and this Agreement, “person” means any individual, corporation, joint venture, partnership, enterprise, trust or non-corporation organization.

1.2 Procedures

Party A may exercise the Purchase Option subject to its compliance with the PRC laws and regulations. Upon exercising the Purchase Option, Party A will issue a written notice (the “**Equity Interest Purchase Notice**”) to Party B which notice will specify: (i) Party A’s decision to exercise the Purchase Option; (ii) the percentage of equity interest to be purchased from Party B (the “**Purchased Equity Interest**”); (iii) the date of purchase/equity interest transfer, and (iv) and the purchase price.

1.3 Purchase Price

1.3.1 When Party A exercises the Purchase Option, the purchase price of the Purchased Equity Interest (“**Purchase Price**”) shall be equal to the registered capital paid by Party B for the Purchased Equity Interest, unless applicable PRC laws and regulations require appraisal of the Purchased Equity Interest or any other restriction on the Purchase Price.

1.3.2 If applicable PRC laws require appraisal of the Purchased Equity Interest or any other restrictions on the Purchase Price in connection with exercise of the Purchase Option by Parties A, Party A and Party B agree that the Purchase Price of the Purchased Equity Interest shall be the lowest price permissible under applicable laws. If the lowest price permissible under applicable laws is higher than the registered capital corresponding to the Purchased Equity Interest, the amount of the exceeding balance shall be repaid to Party A by Party B according to the Loan Agreement.

1.4 Transfer of the Purchased Equity Interest

When Party A exercises the Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders’ meeting, during which a resolution shall be adopted to approve transfer of the equity interest to Party A and/or the Designated Person and waiver of its right of first refusal regarding the Purchased Equity Interest by Party B;

1.4.2 Party B shall enter into an equity interest transfer agreement with Party A and/or the Designated Person pursuant to the terms and conditions of this Agreement and the Purchase Notice;

1.4.3 The Parties shall execute all other contracts, agreements or documents, obtain all governmental approvals and consents, and conduct all actions that are necessary to transfer the ownership of the Purchased Equity Interest to Party A and/or the Designated Person free from any security interest and cause Party A and/or the Designated Person to be registered as the owner of the Purchased Equity Interest. For the purpose of this Section 1.4.3 and this Agreement, “**Security Interest**” includes guarantees, mortgages, pledges, third-party rights or interests, any purchase option, right of acquisition, right of first refusal, right of set-off, ownership detention or other security arrangements, but excludes any security interest arising from this Agreement or the Equity Pledge Agreement.

1.4.4 Party B and Party C shall unconditionally use its best efforts to assist Party A in obtaining the governmental approvals, permits, registrations, filings and complete all formalities necessary for the transfer of the Purchased Equity Interest.

2. Covenants regarding the Equity Interest

2.1 Party C hereby covenants that:

2.1.1 Without prior written consent by Party A, it will not supplement, change or amend the Articles of Association, increase or decrease the registered capital, or otherwise change the registered capital structure of Party C;

2.1.2 It will maintain due existence of Party C, prudently and effectively operate and handle its business in accordance with fair financial and business standards and customs;

2.1.3 Without prior written consent of Party A and as of the date of this Agreement, it will not sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any assets, businesses or income of Party C, or permit existence of such security interest;

2.1.4 Without prior written consent by Party A, it will not incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from Party A;

2.1.5 It will continue all business operations normally to maintain its asset value, and refrain from any action/omission that may adversely affect its business operations and asset value;

2.1.6 Without prior written consent by Party A, not to enter into any material agreement, other than those executed in the ordinary course of business;

2.1.7 Without prior written consent by Party A, it will not provide any loan or guaranty to any person;

2.1.8 Upon Party A's request, it will provide Party A with information regarding its operations and financial conditions;

2.1.9 It will buy and maintain requisite insurance policies from an insurer acceptable to Party A, the amount and type of which will be the same with such insurance policies maintained by the companies having similar operations, properties or assets in the same region;

- 2.1.10 Without prior written consent by Party A, it will not combine, merge with, acquire or make investment to any person;
- 2.1.11 It will immediately notify Party A of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- 2.1.12 In order to keep its ownership of the equity interest of Party C, it will execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defense against all claims; and
- 2.1.13 Without prior written consent by Party A, it will not distribute any dividend or bonus to any of its shareholders.

2.2 Party B hereby covenants that:

- 2.2.1 Without prior written consent by Party A, it will not supplement, change or amend the Articles of Association, increase or decrease the registered capital, or otherwise change the registered capital structure of Party C;
- 2.2.2 Without the prior written consent by Party A, it will not sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the equity interests of Party C held by it, or allow other security interests to be created on it, except for the pledge set upon Party C's equity interests held by Party B pursuant to the Equity Pledge Agreement;
- 2.2.3 It will procure that without prior written consent by Party A, no resolution be made at any meeting of Party C's shareholders to approve Party C to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the equity interests of Party C held by it, or allow other security interests to be created on it, except for the pledge set upon Party C's equity interests held by Party B pursuant to the Equity Pledge Agreement;
- 2.2.4 It will procure that without prior written consent by Party A, no resolution be made at any meeting of Party C's shareholders to approve merger, consolidation, purchase or investment with or any person by Party C;
- 2.2.5 It will immediately notify Party A of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- 2.2.6 It will cause Party C's shareholders' meeting to vote for the transfer of the Purchased Equity Interest provided hereunder;
- 2.2.7 In order to keep its ownership of the equity interests of Party C, it will execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defense against all claims;
- 2.2.8 At the request of Party A, it will appoint any person nominated by Party A to the board of Party C;

2.2.9 At the request of Party A at any time, it will transfer unconditionally and immediately the Purchased Equity Interest to Party A or any Designated Person and waive the right of first refusal regarding the Purchased Equity Interest. If the equity interest of Party C could be sold or transferred to any party other than Party A or the Designated Person, Party B may not waive its right of first refusal without Party A's consent;

2.2.10 It will strictly comply with the provisions of this Agreement and other agreements jointly or severally executed by any of the Parties, duly perform all obligations under such agreements, and will not make any act or omission which may affect the validity and enforceability of these agreements; and

2.2.11 It irrevocably undertakes to be severally and jointly liable for the obligations provided hereunder.

3. Representations and Warranties

Each of Party B and Party C represents and warrants, jointly and severally, to Party A that as of the date of this Agreement:

- 3.1 It has the rights and powers to execute and deliver this Agreement and any equity interest transfer agreement (the "**Transfer Agreement**") executed for each transfer of the Purchased Equity Interest contemplated hereunder to which it is a party, and perform its obligations under this Agreement and any Transfer Agreement. Once executed, this Agreement and the Transfer Agreement to which it is a party will be its legal, valid and binding obligations and enforceable against it according to the terms of this Agreement and the Transfer Agreement.
- 3.2 None of its execution, delivery and performance of this Agreement or any Transfer Agreement will: (i) breach any applicable PRC laws; (ii) conflict with its articles of association or any other organizational documents; (iii) breach any agreement or document to which it is a party or binding upon it, or constitute breach of any such agreement or document; (iv) breach any condition on which basis any of its permits or approvals is granted and/or will continue to be effective; or (v) cause any of its permits or approvals to be suspended, cancelled or imposed with additional conditions.
- 3.3 Party B has good and entire ownership of and creates no security interest or encumbrance upon any of its assets.
- 3.4 Party C has no outstanding debt, except for those (i) incurred during its ordinary course of business, and (ii) disclosed to and approved in writing by Party A.
- 3.5 Party C is in compliance with all applicable laws and regulations.

4. Effectiveness and Term

- 4.1 This Agreement shall be effective as of the date of its execution.
- 4.2 The term of this Agreement is ten (10) years. This Agreement may be extended for another ten (10) years upon Party A's written confirmation prior to the expiration of this Agreement, and so forth thereafter.
- 4.3 During the term provided in Section 4.2, if Party A or Party C is terminated at expiration of their respective operation term (including any extension of such term) or by any other reason, this Agreement shall be terminated upon such termination.

5. Termination

- 5.1 At any time during the term of this Agreement and any extended term hereof, if Party A can not exercise the Purchase Option pursuant to Section 1 due to then applicable laws, Party A can, at its own discretion, unconditionally terminate this Agreement by issuing a written notice to Party B without any liability.
- 5.2 If Party C is terminated due to bankruptcy, dissolution or being ordered to close down by the laws during the term of this Agreement and its extension period, the obligations of Party B hereunder shall be terminated upon the termination of Party C; notwithstanding anything to the contrary, Party B shall immediately repay the principal and any interest accrued thereupon under the Loan Agreement.
- 5.3 Except under circumstances indicated in Section 5.2, Party B may not unilaterally terminate this Agreement at any time during the term and extension periods of this Agreement without Party A's written consent.

6. Taxes and Expenses

Each Party shall bear any and all taxes, costs and expenses related to transfer and registration as required by the PRC laws incurred by or imposed on such Party arising from the preparation and execution of this Agreement and the consummation of the transaction contemplated hereunder.

7. Breach of Contract

- 7.1 If either Party ("**Defaulting Party**") breaches any provision of this Agreement, which causes damage to other Parties ("**Non-defaulting Party**"), the Non-defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or take other remedies in accordance with the laws.

7.2 The following events shall constitute a default by Party B:

- (1) Party B breaches any provision of this Agreement, or any representation or warranty made Party B under this Agreement is untrue or proves inaccurate in any material aspect;
- (2) Party B assigns or otherwise transfers or disposes of any of its rights under this Agreement without the prior written consent by Party A; or
- (3) Any breaches by Party B which renders this Agreement, the Loan Agreement, and the Equity Pledge Agreement unenforceable.

7.3 Should a breach of contract by Party B or violation by Party B of the Loan Agreement and the Equity Pledge Agreement occur, Party A may:

- (1) request Party B to immediately transfer all or any part of the Purchased Equity Interests to Party A or the Designated Person pursuant to this Agreement; and
- (2) recover the principal and the interest accrued thereupon under the Loan Agreement.

8. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to **Party A:** **Shanghai Shengdayuan Information Technology Co., Ltd.**
Address: Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai
Attention: Chao He

If to **Party B:**

Qin Miao
Address: ***

Pang Zhang

Address: ***

Yayun Li

Address: ***

If to Party C:

Jiangsu Yuanzhou E-Commerce Co., Ltd.

Address: Intersection of Hongzehu East Street and Qingshuijiang Street, Suyu District, Jiangsu.

Attention: Yanzhong Yao

9. Applicable Law and Dispute Resolution

- 9.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 9.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to China International Economic and Trade Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

10. Confidentiality

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless:

(a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

11. Miscellaneous

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 11.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement
- 11.5 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 11.6 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.7 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 11.8 Unless with prior written consent from Party A, none of Party B or Party C may assign any of its rights and obligations under this Agreement to any third party.
- 11.9 This Agreement is made in five (5) originals with each Party holding one (1) original. Each original has the same effect.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Shanghai Shengdayuan Information Technology Co., Ltd.

/s/ Shanghai Shengdayuan Information Technology Co., Ltd.
(Seal of Shanghai Shengdayuan Information Technology Co., Ltd.)

By: /s/ Chao He

Party B:

Qin Miao

By: /s/ Qin Miao

Pang Zhang

By: /s/ Pang Zhang

Yayun Li

By: /s/ Yayun Li

Party C: Jiangsu Yuanzhou E-Commerce Co., Ltd.

/s/ Yanzhong Yao
By: Yanzhong Yao

Business Operations Agreement

This Business Operations Agreement (this “**Agreement**”) is made as of September 30, 2022, in Beijing, the People’s Republic of China (the “**PRC**”) by and among:

Shanghai Shengdayuan Information Technology Co., Ltd., with registered address at Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai (“**Party A**”)

Jiangsu Yuanzhou E-Commerce Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with registered address at Intersection of Hongzehu East Street and Qingshuijiang Street, Suyu District, Jiangsu. (“**Party B**”)

And

Qin Miao, with PRC identification number of ***;

Yayun Li, with PRC identification number of ***; and

Pang Zhang, with PRC identification number of ***

(Qin Miao, Yayun Li and Pang Zhang collectively, “**Party C**”)

(Party A, Party B and Party C Individually a “**Party**”, and collectively the “**Parties**”)

WHEREAS:

- A Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws;
- B Party B is a limited liability company duly incorporated and validly existing under the PRC laws;
- C A business relationship has been established between Party A and Party B by entering into an Exclusive Consulting and Services Agreement, whereby Party B is required to make all payments to Party A thereunder. Therefore, the daily operations of Party B will have a material impact on its ability to pay the payables to Party A; and
- D Party C is shareholders of Party B whose 45%, 30% and 25% equity interests are respectively owned by Qin Miao, Yayun Li and Pang Zhang.

NOW, THEREFORE, the Parties hereby agree and intend to be legally bound as follows through friendly negotiations and in the principles of equity and mutual benefit:

1. Negative Undertakings

In order to ensure Party B's performance of the agreements between Party A and Party B and all its obligations owed to Party A, Party B and Party C hereby confirm and agree that unless with prior written consent from Party A or a third party appointed by Party A, Party B shall not conduct any transaction which may materially affect any of its assets, businesses, employees, duties, rights or operations, including but not limited to the following:

- 1.1 to conduct any business that is beyond the normal business scope or in a manner inconsistent with past practices;
- 1.2 to borrow money or incur any debt from any third party;
- 1.3 to change or dismiss any director or to dismiss and replace any senior management member;
- 1.4 to sell to or acquire from any third party, or otherwise dispose any of its material assets or rights, including but not limited to any intellectual property rights;
- 1.5 to provide guarantee in favor of any third party or impose any encumbrance upon any of its assets (including intellectual property rights);
- 1.6 to amend its articles of association or change its scope of business;
- 1.7 to change its ordinary course of business or modify any material internal bylaws or systems;
- 1.8 to assign any of the rights or obligations under this Agreement to any third party;
- 1.9 to make significant adjustment to any of its business operations, marketing strategies, operation policies or client relations; and
- 1.10 to make any form of distribution of dividend or bonus.

2. Operational and Human Resource Management

- 2.1 Party B and Party C hereby agree to accept and strictly perform the comments and instructions from Party A from time to time regarding employment and dismissal of its employees, the daily business management and financial management.
- 2.2 Party B and Party C hereby jointly and severally agree that Party C shall appoint the person elected in accordance with the procedures required by applicable laws and regulations and the articles of association of Party B or designated by Party A as director (or managing director) or supervisor of Party B, and cause such director to elect the person recommended by Party A as the chairman of the board (if any), and appoint the persons designated by Party A as Party B's General Manager, Chief Financial Officer, and other officers.

- 2.3 If any of the above directors or officers resigns or is dismissed by Party A, he or she will lose the qualification to hold any position in Party B and, under such circumstance, Party C shall remove such person from his or her position in Party B and immediately elect or appoint any other candidate designated by Party A to assume such position.
- 2.4 For the purpose of Section 2.3, Party C shall effect all internal or external procedures necessary to accomplish the dismissal and appointment in accordance with relevant laws and regulations, the articles of association of Party B and this Agreement.
- 2.5 Party C hereby agree to, upon execution of this Agreement, simultaneously sign a Power of Attorney whereby Party C shall authorize irrevocably any individual appointed by Party A to exercise shareholders' rights, including the full voting right of a shareholder at Party B's shareholders' meetings. Party C further agrees to replace the authorized person appointed according to the above mentioned power of attorney (the "**Trustee**") at any time pursuant to the requirements of Party A by revoking its authorization to the Trustee and granting the same authorization to such other person designated by Party A by execution of a power of attorney in the form and substance similar to that contemplated in the preceding sentence with immediate effect.

3. Right of Information

The Trustee may be provided with any information regarding operations, clients, financial conditions and employees of Party B and have access to relevant materials of Party B in connection with exercising any of the rights authorized to it. The right of information provided in this Section 3 shall be the same with the right to access Party B's information by any of its shareholders, and will be exercised with sufficient facility from Party B without any interference.

4. Waiver

It is agreed by the Parties that unless caused by the material neglect or willful misconduct of Party A, Party A will not be held liable for any indemnity by any other Party or any third Party due to the Trustee's exercise of any of its rights.

5. Representations and Warranties by Party C

- 5.1 Party C, in the capacity of natural person, is Chinese citizens having full civil capabilities to execute, deliver and perform this Agreement and perform its obligations hereunder or, in the capacity of legal person, is a limited liability company duly incorporated and validly existing under the PRC laws, has full and independent capabilities to execute, deliver and perform this Agreement.
- 5.2 Party C has the right to execute, deliver and perform this Agreement without any approval or authorization.

- 5.3 None of Party C's execution and performance of this Agreement is in violation of any of its articles of association, or any laws, regulations, governmental approvals, authorizations, notices or other documents binding upon or having effect upon Party C, or any contracts with or any covenants to any third party by Party C.
- 5.4 Once executed, this Agreement will constitute legal and valid obligations enforceable against Party C.
- 5.5 Unless otherwise provided under this Agreement or the Equity Pledge Agreement, there is no mortgage, pledge or any other security interest, or restrictive agreement with any third party, or offer to transfer to any third party, or covenant in response to any offer to buy from any third party, or any agreement with any third party to transfer, in each case regarding any of Party B's equity interests by Party C.
- 5.6 Party C will be in strict compliance with this Agreement and actively perform its obligations hereunder. Party C will also cause Party B to be in strict compliance with this Agreement and refrain from any action or omission which may affect validity or enforceability of this Agreement.

6. Representations and Warranties by Party B

- 6.1 Party B is a limited liability company duly incorporated and validly existing under the PRC laws.
- 6.2 Party B has received all consents and authorizations necessary and desirable to execute, deliver and perform this Agreement.
- 6.3 Party B will be in strict compliance with this Agreement, actively perform its obligations hereunder, and refrain from any action or omission which may affect validity or enforceability of this Agreement.

7. Breach Liability

- 7.1 Subject to provisions under Section 4 of this Agreement, Party B and Party C shall jointly and severally indemnify and hold harmless Party A and any of its shareholders, directors, employees, affiliates, agents, successors and trustees from any claim, harm, expenses, indemnities, liabilities, fines or any other loss or damages arising from:
 - 7.1.1 any breach or failure to perform this Agreement by Party C and/or Party B; or
 - 7.1.2 any material neglect or willful misconduct, or any breach of applicable laws or regulations by Party C and/or Party B.
- 7.2 Without prejudice to the indemnity liability provided under Section 7.1, Party A may require Party C and Party B to stop or prevent any breach of this Agreement, and/or require Party C and Party B to perform its obligations under this Agreement.

8. Confidentiality

Each of the Parties acknowledges and confirms that the existence and terms of this Agreement, as well as any oral or written information exchanged among the Parties in connection with preparation or performance of this Agreement, will be confidential information. Each of Party C and party B will keep all confidential information in confidence and, without prior written consent from Party A, may not disclose any confidential information to any third party, unless such information (a) is in the public domain (not due to unauthorized disclosure by the receiving Party); (b) is required for disclosure by any applicable laws or regulations, rules of any exchange, or requirements or orders from any government authority or court having jurisdiction; or (c) is disclosed by Party C or Party B to any of its legal or financial advisors on as-needed basis, provided that such legal or financial advisor shall comply with the confidentiality obligations similar to this Section 8. Disclosure of any confidential information by any person or entity engaged by Party C or Party B shall be deemed as disclosure of such information by Party C and/or Party B, and consequently Party C and/or Party B shall be held liable for breach of this Agreement.

9. Other Agreements

- 9.1 This Agreement shall be binding on and inure to the benefit of each of the Parties and their respective successors, heirs and permitted assigns. Without prior written consent from Party A, Party C may not transfer any of its rights, interests or obligations under this Agreement.
- 9.2 Party C hereby agrees that Party A may transfer any of its rights and obligations under this Agreement to any third party at its discretion with notice to Party C in writing but without consent from Party C.
- 9.3 If any agreement between Party A and Party B terminates or expires, Party A will have the right to terminate all of the agreements between Party A and Party B including, among others, the Exclusive Consulting and Services Agreement.
- 9.4 Considering the business relationship between Party A and Party B has been established through execution of the Exclusive Consulting and Services Agreement, and daily business activities of Party B will have a material impact on Party B's ability to pay the payables to Party A, Party C agrees that subject to Section 1 of this Agreement, any dividend, distribution or other gain or interest received by it as shareholder of Party B will be immediately, unconditionally and freely paid or transferred to Party A, and provide any document or take any action necessary to accomplish such payment or transfer at the request of Party A.
- 9.5 Party C will provide assistance sufficient for the Trustee to exercise any right authorized to it, including without limitation prompt signing any resolution of the shareholders or any other relevant legal document when it is necessary to do so (including required in connection with any approval, registration and filing from or with any government authority). Party C hereby confirms that its covenants under Section 9.5 of this Agreement will not restrict its authorization of any right to the Trustee.

10. Entire Agreements and Amendments

- 10.1 This Agreement and all agreements and/or documents referred to or expressly included herein represent all agreements among the Parties regarding the subject matter hereof, and supersede all previous agreements, contracts, understandings and communications among all the Parties, oral or written, with respect to the subject matters of this Agreement.
- 10.2 Any amendment of this Agreement will not be effective without agreement of the Parties in writing. Any amendment and supplement duly executed by the Parties shall be an integral part of and have the same effect with this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the PRC laws.

12. Dispute Resolution

- 12.1 Any dispute arising from or in connection with this Agreement will be settled through negotiations and, if the negotiations fail, be submitted to Beijing Arbitration Commission (“**BAC**”) for arbitration in accordance with its rules then effect. The arbitration shall take place in Beijing. The language of arbitration shall be in Chinese. The arbitrary award shall be final and binding upon each of the Parties. This Section 12.1 will survive termination or expiration of this Agreement.
- 12.2 each of the Parties shall continue to perform its obligations under this Agreement in good faith other than the matter under dispute.

13. Notice

Any and all notices given by any of the Parties regarding any of its rights or obligations under this Agreement shall be made in writing and delivered in person, by registered mail, postage prepaid mail, recognized courier service or facsimile to the following addresses.

If to Party A:	Shanghai Shengdayuan Information Technology Co., Ltd.
Address:	Room 301, Building 1, No. 1111 Xingbang Street, Jiading Industrial Zone, Shanghai
Attention:	Chao He

If to Party B: **Jiangsu Yuanzhou E-Commerce Co., Ltd.** with registered address at
Address: Intersection of Hongzehu East Street and Qingshuijiang Street, Suyu District, Jiangsu
Attention: Yanzhong Yao

If to Party C:

Qin Miao
Address: ***

Yayun Li
Address: ***

Pang Zhang
Address: ***

14. Effect, Term and Others

- 14.1 Any written consent, proposal, appointment relating to Party A under this Agreement and any other decision having material effect upon daily business operations of Party B will be made by the board of directors/managing director of Party A.
- 14.2 The term of this Agreement will commence as of the date hereof and, unless early terminated by Party A, expire upon dissolution of Party B under the PRC laws. At the request of Party A, the Parties may extend the term of this Agreement prior to its expiration, and enter into separate business operation agreement or continue to perform this Agreement, in each case at the request of Party A.
- 14.3 Neither Party B nor Party C may terminate this Agreement during the term hereof. Party A shall have the right to terminate this Agreement at any time with written notice to Party B and Party C no less than thirty (30) days in advance.

- 14.4 It is confirmed by the Parties that this Agreement represent their fair and reasonable agreements made on the basis of equity and mutual benefits. If any clause hereof is held invalid or unenforceable under applicable laws, such clause shall be deemed to have been deleted from this Agreement and invalid, and the remainder of this Agreement will continue to have effect and be deemed to have excluded such clause. The Parties will negotiate to replace the deleted clause with legal, valid one acceptable to each of the Parties.
- 14.5 Any failure or delay on the part of any Party to exercise any rights, powers or privileges hereunder shall not operate as a waiver thereof. Any single or partial exercise of such rights, powers or privileges shall not preclude any further exercise of such rights, powers or privileges.
- 14.6 This Agreement is in five originals with each Party holding one thereof. Each of the originals has the same effect.

[Remaining intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

**PARTY A: SHANGHAI SHENGDAYUAN
INFORMATION TECHNOLOGY CO., LTD.**

/s/ Shanghai Shengdayuan Information Technology Co.,
Ltd.,

(Seal of Shanghai Shengdayuan Information Technology
Co., Ltd.,)

By: /s/ Chao He _____

PARTY B: Jiangsu Yuanzhou E-Commerce Co., Ltd.

By: /s/ Yanzhong Yao _____

PARTY C:

By: /s/ Qin Miao _____

By: /s/ Yayun Li _____

By: /s/ Pang Zhang _____

Exclusive Business Cooperation Agreement

This Exclusive Business Cooperation Agreement (this “**Agreement**”) is made and entered into by and between the following parties on September 16, 2022 in Beijing, the People’s Republic of China (“**China**” or the “**PRC**”).

Party A: Xi’an Jingxundi Supply Chain Technology Co., Ltd.

Address: Building 5, SkyCity Central Square, East Chang’An Street No.666, National Civil Space Industrial Base, Xi’an, Shaanxi, China

Party B: Xi’an Jingdong Xincheng Information Technology Co., Ltd.

Address: Building 5, SkyCity Central Square, East Chang’An Street No.666, Aerospace Base, Xi’an, Shaanxi, China

Each of Party A and Party B shall be hereinafter referred to as a “Party” respectively, and as the “Parties” collectively.

Whereas:

1. Party A is a wholly foreign-owned enterprise registered in China and has the necessary resources to provide technical and consulting services. Party A is a company wholly and directly held by JD Logistics Holding Limited (a company registered under the laws of Hong Kong) (the “**Hong Kong Company**”), and the Hong Kong Company is wholly and directly held by JD Logistics, Inc. (a company registered under the laws of the Cayman Islands) (the “**Cayman Company**”);
2. Party B is a limited liability company established in China, whose principal business is technical development of information technology, technical services, technology transfer, technology and information consultation; software services, software development; software design; enterprises management consultation; sale of hardware products, electronics (excluding prohibited or restricted), groceries, packaging materials, clothes, shoes and hats; the businesses conducted by Party B currently and any time during the term of this Agreement are collectively referred to as the “**Principal Business**”;
3. Party A agrees to use its advantage of technology, personnel and information to provide relevant exclusive technical services, technical consultation and other services (for the specific scope refers to the following clauses) for party B during the term of this Agreement, and Party B agrees to accept the services provided by Party A or Party A’s designated party’ (the designated party shall be the Cayman Company or a subsidiary directly or indirectly controlled by the Cayman Company, or other entity approved by all the directors of the Cayman Company, hereinafter referred as to the “**Designated Party**”) under this Agreement; and
4. Party A and Party B desire to execute this Agreement with respect to the business cooperation between Party A and Party B.

Now, therefore, through mutual negotiation, the Parties have reached the following agreements:

1. Services Provided by Party A

- 1.1 Party B hereby appoints Party A as Party B's exclusive service provider to provide Party B with complete business support, technology support and consulting services during the term of this Agreement, in accordance with the terms and conditions of this Agreement. Such services may include all or part of services within the scope of the Principal Business of Party B as may be determined from time to time by Party A, including, but not limited to the following: technical service, network support, business consulting, intellectual property license, equipment leasing, marketing consultation, system integration, product research and development and system maintenance, management and consulting services related to Party B's business operation and, from time to time, provide other consultations and services(the "**Services**") related to the foregoing services and according to Party B's requests, given that such requests are permitted under the PRC laws.
- 1.2 Party B agrees to accept all the consulting and Services provided by Party A. Party B further agrees that unless with Party A's prior written consent, during the term of this Agreement, Party B shall not and shall cause its subsidiary not to accept any consulting and/or services provided by any third party and shall not establish similar cooperation relationships with any third party regarding to the abovementioned matters. Party A may designate the Designated Parties, who may enter into certain agreements described in Section 1.4 with Party B, to provide Party B with the consulting and/or services under this Agreement.
- 1.3 In order to ensure Party B meets the cash flow requirement for its daily operations and/or to compensate any losses arising from the daily operation, regardless of whether Party B actually suffers from operational losses, Party A can independently decide to provide financial support to Party B (given that it is permitted by the PRC laws). Party A can provide financial support for Party B through entrusted loan to the extent permitted by the PRC laws (as defined below), for which the Parties shall sign a separate entrusted loan contract.
- 1.4 Service Providing Methodology
 - (1) Party A and Party B agree that, during the term of this Agreement, the Parties may enter into further technology and consulting service agreements directly or through their respective affiliates with corresponding service ability and resources for the purpose that Party A can provides service to Party B, and reach an agreement on the contents, methods, personnel and fees of the specified services.

- (2) To fulfill this Agreement, the Parties agree that both Party A and Party B can enter into license agreements on intellectual property rights (including but not limited to: software, trademark, patents and technical secrets) directly or through their respective affiliates during the term of this Agreement. Such license agreements shall allow Party B to use the relevant intellectual property rights of Party A at any time according to the business needs of Party B.
 - (3) To fulfill this Agreement, the Parties agree that both Party A and Party B can enter into equipment or plant leasing agreements directly or through their respective affiliates during the term of this Agreement. Such equipment or plant leasing agreements shall allow Party B to use the relevant equipment or plant of Party A at any time according to Party B's business needs.
 - (4) To fulfill this Agreement, the Parties agree that both Party A and Party B can enter into other agreements such that Party A can provide other services to Party B directly or through their respective affiliates during the term of this Agreement.
 - (5) Party A can independently decide to subcontract the services to be provided to Party B in part or full herein to a third party with the corresponding business capacity and resources.
- 1.5 For the purpose of providing services in accordance to this Agreement, the Parties shall promptly communicate with each other with regards to relevant information about business and/or other information about customers.
- The service provided by Party A herein shall be exclusive. Party B may continue to implement existing service contracts with third parties that involve identical or similar services provided by Party A with the written consent of Party A; if Party A does not approve the existing service contracts with third parties, Party B shall immediately terminate this Agreement with the third party and also undertake any expenses and responsibilities for terminating this Agreement. Other contracts that Party B is implementing or other legal documents defining Party B's obligations shall still be implemented by Party B. Without Party A's prior written consent, Party B shall not change, revise or terminate such contracts or legal documents.
- 1.6 In order to specify the Parties' rights and obligations and ensure that the foregoing service provisions are actually implemented, the Parties agree as follows, provided that they are permitted under the PRC laws:
- (1) Party B shall carry out its business in accordance with the opinions and suggestions provided by Party A under Article 1.1 herein.

- (2) Except for the original directors and supervisors of Party B accepted by Party A, Party B will appoint the nominee recommended by Party A as Party B's director through the appointment procedures of the PRC laws (including any laws, regulations, rules, notices, interpretations or other documents with binding force issued by the central government, local legislative, administrative or judicial departments before and after the signing of this Agreement, hereinafter referred to as the "**PRC laws**") and, to the extent permitted by the PRC laws, will appoint the senior manager recommended and employed by Party A as Party B's general manager, chief financial officer and other senior management personnel that are in charge of monitoring Party B's company business and operation. Except for retirement, resignation, disqualification or death, Party B shall not dismiss the company's director recommended by Party A under any circumstances without the prior written consent of Party A.
- (3) Party B agrees to cause Party B's director and senior manager exercise the powers that they have under the laws, regulations and articles of association based on Party A's instruction.
- (4) Party A may determine and adjust Party B's organization structure, and manage human resources of Party B.
- (5) Party A is entitled to conduct business activities related to the Services on behalf of Party B. Party B shall provide all necessary support and convenience for Party A to conduct such business activities smoothly, including without limitation, issuing all necessary power of attorney for the provision of services.
- (6) To the extent permitted by the PRC laws, Party A is entitled to check Party B's accounts periodically and at any time, and Party B shall keep its accounts accurately and in due course, and provide the accounts to Party A upon its request. Party B agrees to coordinate with Party A and Party A's shareholders (direct or indirect) over auditing (including but not limited to connected transaction auditing and other various auditing contents) and provide related information about Party B's operation, business, customers, finance and staffs to Party A, Party A's shareholders (direct or indirect) and/or auditor engaged by Party A during the term of this agreement, and also agree that Party A's shareholders can disclose such information to satisfy the requirements of the securities regulation.
- (7) Party B agrees to deliver the relevant certificates and seals which are important to Party B's daily operation, including Party B's business license, organizational code certificate (if any), official seal, contract seal, special seal for finance and legal representative's seal, to Party B's director, legal representative, general manager, chief financial officer and other senior management personnel recommended by Party A and appointed by Party B according to legal procedures for custody.

- 1.7 The Parties agree that the Services provided by Party A to Party B under this Agreement shall also apply to the subsidiaries of Party B, and Party B shall cause its subsidiaries to exercise rights and fulfill obligations hereunder.
2. Calculation of Service Fee, Payment Mode, Financial Statements, Auditing and Taxation
- 2.1 With regard to the Services provided by Party A according to this Agreement and to the extent permitted by the PRC laws, Party B and Party B's subsidiary shall pay to Party A service fees (hereinafter referred to as "**service fees**") equivalent to the net profit of Party B and Party B's subsidiary after deducting the annual loss of the year before (if necessary), deducting the necessary costs, expenses and taxes within the corresponding fiscal year and withdrawing the statutory reserve fund, retained fund, staff award fund, welfare fund, enterprise development fund according to the law during the term of this Agreement; Party A is entitled to determine the foregoing deduction items. The amount of such service fees shall be determined by Party A. The calculation and adjustment of the service fees shall take into consideration the following factors without limitation, and Party A is entitled to independently decide to adjust the service fees without obtaining Party B's consent: (a) the difficulty in technologies provided by Party A and the complexity of technological consulting and other services provided by Party A; (b) the time required by Party A's technical staffs to provide such software development, technological consulting and other services; (c) specific content and commercial value of software development, technological consulting and other services provided by Party A; (d) market price of the services of the same type. The above services fee shall be remitted to the bank account of Party A or the Designated Party by wire transfer or other manners agreed by the Parties after Party A has issued the payment instruction, and Party A may change the payment instructions from time to time. The Parties agree that the payment of the above service fees shall not cause any Party to have difficulties in its operation each year. For the purposes above, and to the extent of achieving the above principles, Party A is entitled to agree on Party B's delay of the service fees' payment to avoid any financial difficulties; and Party A is also entitled to make any other adjustments of the service fees as deemed reasonable by itself, but Party A shall send a written notice to Party B in advance.

- 2.2 Party A agrees that Party A will enjoy and undertake all economic interests and risks arising from Party B's business during the term hereof; When Party B suffers from operating loss or faces serious management difficulties, Party A shall provide financial support; in case of the occurrence of foregoing situation, Party A is entitled to decide whether Party B will continue its business operation and Party B shall accept Party A's decision unconditionally.
- 2.3 Party B shall prepare financial statements required by Party A in accordance with the requirements of applicable laws, generally acknowledged accounting standards and business practice.
- 2.4 After notified by Party A in advance, Party A and/or Party A's designated auditor is entitled to review Party B's relevant account books and record and copy necessary partial book accounts and records in the main office location of Party B so as to verify the accuracy in Party B's income and statements. Party B shall provide related information about Party B's operation, business, customers, finance and staffs according to Party A's requirements, and agree that Party A or Party A's direct or indirect shareholder can disclose or make such information publicly if necessary.
- 2.5 The tax arising from the execution of this Agreement shall be undertaken respectively by each party.

3. Intellectual Property Right, Confidentiality and Prohibited Competition

- 3.1 Party A shall have exclusive and proprietary ownership, rights and interests in any and all intellectual properties arising out of or created during the performance of this Agreement, including but not limited to software, trademarks, patents, technical secrets, trade secrets and others, and shall be entitled to use these rights for free.
- 3.2 To fulfill this Agreement, Party A and Party B agree that the Parties may execute intellectual property license agreements during the term of this Agreement, which shall permit Party B to use Party A's relevant intellectual property rights for free within Party B's business requirements, or Party A agrees to transfer part of Party A's intellectual property rights to Party B or register such intellectual property rights in Party B's name if necessary. However, Party B shall transfer the foregoing intellectual property rights registered under Party B to Party A at no consideration or at the lowest price permitted by law upon Party A's request. Party B shall execute all appropriate documents, take all appropriate actions, submit all filings and/or applications, render all appropriate assistance and otherwise conduct whatever is necessary as deemed by Party A at its sole discretion for the purposes of vesting any ownership, right or interest of any such intellectual property rights in Party A, and/or perfecting the protections for any such intellectual property rights in Party A. Party A is entitled to use any intellectual property registered under Party B for free.

- 3.3 Unless otherwise permitted by Party A, Party A shall have exclusive and proprietary ownership in any rights, ownership, interests and intellectual property rights generated or created by Party B and Party B's subsidiary during the term of this Agreement, including without limitation, existing and future total copyrights, patents (including invention patents, utility model patents and appearance design patents), patent applications, trademarks, trade names, brands, software, technical secrets, commercial secrets, relevant reputations, domain names and other any similar rights (herein after referred to as "**the rights**"), whether or not developed by Party A or Party B. Party B shall not claim any of the rights from Party A. Party B shall sign all documents and take all actions for Party A to become the owner of the rights. Party B shall guarantee that there is no defects of right for the rights and will compensate any losses to Party A for any defects of rights.
- 3.4 Without Party A's prior written consent, Party B shall not and shall cause its subsidiaries not to transfer, sell, mortgage, permit or dispose of the rights in other ways.
- 3.5 Party B shall manage the rights according to Party A's instruction from time to time, including without limitation, the transferring or authorizing of the rights to Party A or a party designated by Party A to the extent permitted by the PRC laws.
- 3.6 The Parties admit that any oral or written information exchanged between the Parties in connection with this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without written consent of other parties, any Party shall not disclose any relevant confidential information to any third party, except for information that are: (a) known to the public (not disclosed to the public by the Party receiving the information); (b) disclosed according to the requirements of applicable laws or any stock exchange; or (c) required to be disclosed by any Party to its legal or financial consultant to fulfill transactions contemplated hereunder, provided that such legal or financial consultant is also bound by confidentiality obligations similar to those set forth in this article. Disclosure of any confidential information by the employees or institutions employed by any Party shall be deemed as disclosure of such confidential information by such Party, and such Party shall be held liable for breach of this Agreement. This article shall survive the termination of this Agreement, notwithstanding the reason for the termination.
- 3.7 Party B shall not sign any documents or make relevant commitments that conflict with the legal documents, such as agreements in the process of implementation signed by Party A and its Designated Party; Party B shall not cause conflict of interests between Party B, Party A and Party A's shareholder through action or omission. In case of such conflict of interest (Party A is entitled to decide whether such conflict of interest exists), Party B shall immediately take measures to eliminate it as much as possible, subject to the approval by Party A or Party A's Designated Party. In case that any measures to eliminate the conflict of interest are rejected, Party A is entitled to execute the purchase right in the "Exclusive Option Agreement".

- 3.8 Within the term of this Agreement, all customer information relating to Party B's business and the Services provided by Party A and other related documents shall be possessed by Party A.
- 3.9 The Parties hereby agree that Article 3 shall survive the modification, cancellation or termination of this Agreement.

4. Representations, Warranties and Covenants

- 4.1 Party A hereby represents, warrants and covenants as follows:
- (1) Party A is a wholly foreign owned company legally registered and validly existing in accordance with the PRC laws, is an independent legal person, possesses complete and independent legal status and capacity, has obtained appropriate authorization to sign, deliver and execute this Agreement, and can serve as the subject of litigation independently.
 - (2) Party A signs and executes this Agreement in accordance with its legal person qualification and within its business scope, with necessary permits, records and qualifications to provide the services hereof. Party A has taken necessary corporate action, obtained appropriate authorization and also the permission and approval of third party and governmental institutions to fulfill the transactions contemplated hereunder, and will not violate laws or restrictions applicable to Party A.
 - (3) After the execution and delivery of this Agreement, this Agreement will constitute Party A's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.
- 4.2 Party B hereby represents, warrants and covenants as follows:
- (1) Party B is a company legally registered and validly existing in accordance with the PRC laws, is an independent legal person, has complete and independent legal status and capacity, has obtained appropriate authorization to sign, deliver and execute this Agreement, and can serve as the subject of litigation independently.

- (2) Party B's acceptance of the services provided by Party A does not violate any the PRC laws; Party B signs and executes this Agreement in accordance with its legal person qualification and within its business scope; Party B has taken necessary corporate action, obtained appropriate authorization and also the permission and approval of third party and governmental institutions to fulfill the transactions contemplated hereunder, and will not violate laws or restrictions applicable to Party B.
- (3) After the execution and delivery of this Agreement, this Agreement will constitute Party B's legal, valid and binding obligations, and shall be enforceable against it in accordance with its terms.
- (4) There are no existing or threatened litigation, arbitration or other judicial or administrative procedures known to Party B that may affect Party B's ability to perform the obligations herein. In case of any litigation, arbitration or other judicial or administrative penalty occurring or possibly occurring to Party B's assets, businesses or income, Party B shall instantly notify Party A after learning of the fact.
- (5) Party B has already disclosed all contracts, government approvals and licenses that may have significant adverse effect on Party B's ability to fully fulfill the obligations herein or documents binding Party B's assets or businesses. There is no misrepresentation or omission of any major facts in documents provided by Party B to Party A previously.
- (6) Party B shall pay service fees to Party A in full according to the clauses herein and maintain the continuous validity of related licenses and qualifications of business of Party B and Party B's subsidiaries, and assist Party A, provide sufficient cooperation with Party A, actively cooperate over the services provided by Party A in all affairs for Party A to effectively execute the responsibilities and obligations herein, and also accept reasonable comments and suggestions from Party A relating to the businesses of Party B and Party B's subsidiaries.
- (7) Without Party A's prior written consent, beginning from the signing date of this Agreement, Party B shall not and shall cause Party B's subsidiary not to sell, transfer, mortgage or dispose in through other ways any assets (except for assets of less than RMB1,000,000 (or any other amount separately agreed by the Parties) necessary for normal business operation), business, right of management and legitimate rights and interests.

- (8) Without Party A's prior written consent, Party B shall not pay any expenses to any third party for any reason except for reasonable expenditures in the course of normal business operation, and shall not exempt any third party's debts or borrow or lend loan to any third party, or provide guarantee or warranty, or allow any third party to place other security interests on Party B's assets or interests.
- (9) Without Party A's prior written consent, beginning from the signing date of this Agreement, Party B shall not and shall cause Party B's subsidiary not to incur, inherit, guarantee or tolerate any debts (except debt of less than RMB1,000,000 (or any other amount separately agreed by the Parties) necessary for normal business operation).
- (10) Without Party A's prior written consent, beginning from the signing date of this Agreement, Party B shall not and shall cause Party B's subsidiary not to sign any major contracts (except the contract of less than RMB1,000,000 (or any other amount separately agreed by the Parties) necessary for normal business operation) or sign any other contracts, agreements or arrangements conflicting with this Agreement or possibly damaging Party A's rights and interests herein.
- (11) Party B shall not cause conflict of interest between Party B and Party A and its shareholders in the manner of act or omission. In the event of such conflict of interest (Party A is entitled to decide whether such conflict of interest arises unilaterally), Party B shall take measures to eliminate as soon as possible with the consent of Party A or its Designated Party.
- (12) Without Party A's prior written consent, Party B shall not and shall cause Party B's subsidiary not to be merged into or constitute a joint entity with any third party, invest in or purchase any third party or be invested in, purchased or controlled, increase or decrease the registered capital, change the corporation form or registered capital structure in other ways or accept the investment and capital increase of existing shareholders or third party in Party B, or liquidate and dissolve beginning from the signing date herein.
- (13) To the extent permitted by relevant the PRC laws, Party B will appoint candidates recommended by Party A as Party B's director; Except for written permission from Party A or with legal reasons, Party B shall not refuse to appoint the candidate recommended by Party A by any reasons.

- (14) Party B shall hold any and all governmental licenses, certificates, authorizations and approvals necessary for operating business during the term of this Agreement, and also shall ensure all foregoing governmental licenses, certificates, authorizations and approvals are effective and legal during the entire term of this Agreement. In case of alteration and/or increase of governmental licenses, certificates, authorizations and approvals for Party B to operate business during the term of this Agreement due to changes of provisions of relevant government authorities, Party B shall implement the alteration and/or supplementation according to the requirements of related local laws.
 - (15) Immediately notify Party A of occurrence or possible occurrence of situations that may have material adverse effect on Party B's business and operation, and put forth its best effort to prevent such situation from occurring and/or prevent losses from increasing.
 - (16) Without Party A's prior written consent, Party B and /or Party B's subsidiary shall not modify articles of association, change principal business, change business scope, model, profit model, marketing strategies, business principles or make material adjustments in customer relations.
 - (17) Without Party A's prior written consent, Party B and /or Party B's subsidiary shall not have any arrangement of entering into any partnership or joint venture or profit sharing with any third party, or other arrangements, such as payment of usage fees, service fees or consulting fees, to transfer benefits or share profits.
 - (18) Upon Party A's request, Party B shall provide information about Party B's operation management and financial condition to Party A from time to time.
 - (19) Without Party A's prior written consent, Party B shall not disclose or distribute profits, dividends or any other interests to other shareholders.
 - (20) Provide Party A any technologies or other information that is necessary or useful for Party A to provide services contemplated herein, and permit Party A to use relevant equipment, materials, information of Party B deemed necessary or useful in providing services hereunder.
 - (21) Without Party A's prior written consent, Party B shall not alter, change or dismiss Party B's director and senior manager.
- 4.3 The Parties represents to each other: In the event that the PRC laws allows Party A to directly hold Party B's equities and permits Party A and/or Party A's subsidiaries (if any) to be engaged in Party B's business, and if Party A intends to directly hold Party B's equities, the Parties will terminate this Agreement immediately.

5. Validation and Effective Term

This Agreement shall take effect as of the signing date. Unless this Agreement is terminated according to Article 6.1 herein, the Agreement shall remain effective permanently.

6. Termination

- 6.1 Unless otherwise renewed according to relevant sections hereunder, this Agreement shall be terminated on the expiration date.
- 6.2 This Agreement shall be terminated:
- (a) On the effective date of Party B's bankruptcy, liquidation, termination or dissolution in accordance with the law prior to the expiration date of this Agreement;
 - (b) On the effective date of the transfer of Party B's equities and assets to Party A pursuant to the "Exclusive Option Agreement" (as amended from time to time) signed by the Parties and Party B's existing shareholder on the date hereof;
 - (c) On the date when Party A is officially registered as Party B's sole shareholder after Party A is permitted to directly hold Party B's equities under the PRC laws and Party A and/or Party A's subsidiaries and branches can legally engage in Party B's business;
 - (d) On the expiration date of the written notification of terminating this Agreement sent by Party A to Party B 30 days in advance at any time within the effective term of this Agreement;
 - (e) Terminated in advance in accordance with the provisions of Article 7 herein.
- 6.3 Party B shall not terminate this Agreement during the term of this Agreement. Party A shall not undertake the responsibility for breach of this Agreement if it terminates this Agreement unilaterally in accordance with Article 6.2(d).
- 6.4 The rights and obligations of Article 3,5,7,8,10,11 and 16.3 shall survive the termination of this Agreement.
- 6.5 Each Party's payment obligations (including but not limited to the service fees) herein due on the termination date of this Agreement or before the expiry date of this Agreement will not be exempted and any liability for breach of the contract before the termination of this Agreement will also not be exempted when this Agreement is terminated in advance or expired for any reason. All payable service fees before the termination and expiry of this Agreement shall be paid to Party A within 15 working days as of the termination date of this Agreement.

7. Liability for Breach of this Agreement

- 7.1 Unless otherwise specified in other articles herein, if Party B (the “**Defaulting Party**”) fails to fulfill certain obligations herein or violates this Agreement in other ways, Party A (the “**Damaged Party**”) may: (a) notify the Defaulting Party of the nature and scope of the violation in writing and ask the Defaulting Party to remediate at its own expense within a reasonable period of time (hereinafter referred to as “**Remediation Period**”); and if the Defaulting Party fails to take remedial measures during the Remediation Period, the Damaged Party is entitled to ask the Defaulting Party to undertake all responsibilities for its violation and also compensate all actual economic losses due to the Damaged Party, including without limitation, the legal fees incurred in litigation and arbitration proceedings relating to the violation. The Damaged Party is also entitled to ask the Defaulting Party to perform its contractual obligations and petition the court or the relevant arbitration institution to issue an order of specific performance or compulsory performance by the Defaulting Party; (b) terminate this Agreement and ask the Defaulting Party to undertake all responsibilities for its violation and also compensate all damages; or (c) place the pledged equity on discount, auction or selling according to the Equity Interest Pledge Agreement signed on the date hereof by and among the Parties and Party B’s existing shareholders, be entitled to compensation priority in the amount of discount, auction and selling, and ask the Defaulting Party to undertake all losses hereof. While exercising the foregoing remedial right, the Damaged Party is entitled to other remedial rights regulated herein and under the relevant laws and regulations.
- 7.2 The Parties hereby agree and confirm that, unless otherwise compulsorily provided by the PRC laws, if Party B is the Defaulting Party, the Damaged Party is entitled to terminate this Agreement unilaterally and ask the Defaulting Party to compensate the losses.

8. Governing Laws, Dispute Resolution and Modification of Law

- 8.1 The signing, validation, interpretation, implementation, revision and termination of this Agreement and settlement of disputes herein shall be governed by the PRC laws.

- 8.2 Any disputes arising from the interpretation and implementation of this agreement shall be firstly solved through the Parties' friendly negotiations. In case that the consensus on settlement of such disputes is not reached within 30 days after any Party asks the other party to reach solution through friendly negotiations, any Party can submit the disputes to Beijing Arbitration Commission, which gives verdict according to the prevailing arbitration rule at that time. The arbitration shall take place in Beijing and language for arbitration shall be Chinese. The arbitration award is final and binding on each party. The arbitral tribunal can order Party B to compensate the losses of Party A with Party B's equity interests, assets or property rights and interests, reach judgment of mandatory relief through mandatory transfer of related business or assets or order Party B to declare bankruptcy. After the arbitration award becomes effective, any Party is entitled to petition the relevant court to execute the arbitration award. If necessary, the arbitral institution is entitled to order the Defaulting Party to cease the breach of this Agreement or refrain from actions that would increase the losses to Party A before making final verdict for the disputes of all parties. The courts in Hong Kong, Cayman Islands, China or other places with right of jurisdiction (including the court in the place of Party B, or the court in the place of main asset of Party A or Party B shall be deemed as the court with right of jurisdiction) similarly are entitled to confer or execute the verdict of the arbitral tribunal and is also entitled to make judgment or execute temporary relief for Party B's equity or property interests, and give verdict or judgment of providing certain temporary relief for the party instigating the arbitration before the establishment of arbitral tribunal or in other appropriate circumstances, such as reaching verdict or judgment of ordering the Defaulting Party to cease the breaching of this Agreement or not to cause additional losses to Party A.
- 8.3 In the arbitration for any disputes arising from the interpretation and implementation of this Agreement, the Parties herein shall continue executing other rights and obligations herein respectively except the matters herein in dispute.
- 8.4 Due to the issuing or alteration of any the PRC laws, rules or regulations or due to the change in interpretation or application of such laws, rules or regulations any time after the signing date, the following agreement shall be applicable: to the extent permitted by the PRC laws, (a) if the alteration of laws or newly issued regulations are more preferential for a Party compared to the relevant laws, decrees, orders or regulations that were in effect on the signing date hereof, each Party shall actively and immediately apply for obtaining the benefits brought by the modification or new regulations and put forth their best effort to obtain the approval for the application; or (b) in case that any Party's economic benefit is directly or indirectly adversely influenced due to the alteration of foregoing laws or newly issued regulations, this Agreement shall be continuously executed as scheduled. All parties shall obtain the exemption from the altered or new regulations through legal means. If the negative effect on the economic benefit of any Party cannot be resolved under this Agreement, all Parties shall immediately negotiate and make all necessary alterations to this Agreement after receiving the notification of the affected Party to safeguard the economic benefit of the affected Party.

9. Force Majeure

- 9.1 “**Force majeure**” refers to events that cannot be foreseen, avoided and overcome so that this Agreement cannot be executed in part or full. Such events include but are limited to earthquake, typhoon, flood, water disaster, war, strike, turmoil, governmental behavior, changes to legal regulations or their application.
- 9.2 In case of the occurrence of a force majeure event, a Party’s obligation that is being affected by force majeure shall be automatically suspended during the delay caused by force majeure, and the party’s period of implementation of this Agreement shall be automatically prolonged. The prolonged period is the period of the suspension, and the party shall not undertake responsibility and suffer from punishment for it. In case of force majeure, all parties shall instantly negotiate with each other to seek a fair solution and try to minimize effect of force majeure by exerting all reasonable efforts.

10. Compensations

With regard to any litigation and claim for compensation directed at Party A or any losses, damages, responsibilities or expenses incurred arising from the consultation and services provided by Party A pursuant to Party B’s requests, Party B shall compensate Party A so that Party A is free of damages unless such losses, damages, responsibilities or expenses are incurred due to party A’s grievous fault or intentional misconduct.

11. Notices

- 11.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, postage prepaid, by a commercial courier service or by facsimile transmission to the address of such parties set forth in Exhibit I. The date on which such notices shall be deemed to have been effectively given shall be determined as follows:
- (1) Notices given by personal delivery, by courier service or by registered mail, postage prepaid, shall be deemed effectively delivered on the date of receipt or refusal at the address specified for notices.
 - (2) Notices given by facsimile transmission shall be deemed effectively delivered on the date of successful transmission (subject to transmission confirmation information automatically generated).

11.2 Any party can change the receiving address or fax number when notifying other parties in accordance with the article herein.

12. Transfer

12.1 Without prior written consent of Party A, Party B shall not transfer the rights and obligations herein to any third party.

12.2 Party B agrees that Party A can notify Party B of transferring the rights and obligations herein to any third party in writing in advance without soliciting Party B's consent.

13. Severability

In case that one or several of the terms of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. All parties shall strive for replacing such invalid, illegal or unenforceable terms with effective ones to the extent permitted by law and in accordance with the expectations of each party through friendly negotiation, and the economic effect of such effective terms shall be as close as possible to the that of those invalid, illegal or unenforceable terms.

14. Revision and Supplementation

14.1 Any revision and supplementation of this Agreement shall be made in writing. Any revision and supplementary agreement signed by the Parties relating to this Agreement shall be the inalienable part of this Agreement, having the same legal effect.

14.2 If revision of this Agreement is proposed by the Stock Exchange of Hong Kong Limited or other regulatory institutions, or is required according to securities listing regulations of the Stock Exchange of Hong Kong Limited or related regulations, rules and guiding requirements, this Agreement shall be revised by the Parties reasonably.

15. Text

This Agreement has two copies with one held by each Party, having the same legal effect.

16. Miscellaneous

16.1 Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

- 16.2 This Agreement shall have binding force on successors of the Parties and their respective transferees who are approved by the Parties.
- 16.3 Any Party may waive the rights of this Agreement, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.
- 16.4 The titles of this Agreement are for convenience in reading only, and shall not be used to interpret, explain or influence the meanings regulated herein.

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(This page is intentionally left blank and is the signing page of this Exclusive Business Cooperation Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Business Cooperation Agreement as of the date and at the address first above written.

Xi'an Jingxundi Supply Chain Technology Co., Ltd.

/s/ Xi'an Jingxundi Supply Chain Technology Co., Ltd.

(Seal of Xi'an Jingxundi Supply Chain Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Exclusive Business Cooperation Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Business Cooperation Agreement as of the date and at the address first above written.

Xi'an Jingdong Xincheng Information Technology Co., Ltd.

/s/ Xi'an Jingdong Xincheng Information Technology Co., Ltd.

(Seal of Xi'an Jingdong Xincheng Information Technology Co., Ltd.)

Exhibit I

For the purpose of notification, the Parties' specific address is as below:

Party A: Xi'an Jingxundi Supply Chain Technology Co., Ltd.

Address: ***

Receipt: ***

Party B: Xi'an Jingdong Xincheng Information Technology Co., Ltd.

Address: ***

Receipt: ***

Schedule A

The following schedule sets forth information about the exclusive business cooperation agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Execution Date</u>
Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	Party A: Beijing Jingdong Jiankang Co., Ltd. Party B: Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	September 16, 2022
Guangdong Jingxi Logistics Technology Co., Ltd.	Party A: Jingdong Logistics Supply Chain Co., Ltd. Party B: Guangdong Jingxi Logistics Technology Co., Ltd.	January 25, 2021

Exclusive Option Agreement

This Exclusive Option Agreement (this “**Agreement**”) is executed by and among the following Parties on September 16, 2022 in Beijing, the People’s Republic of China (the “**PRC**”):

Party A: **Xi’an Jingxundi Supply Chain Technology Co., Ltd.**, a limited liability company, organized and existing under the laws of the PRC, with its address at Building 5, SkyCity Central Square, East Chang’An Street No.666, National Civil Space Industrial Base, Xi’an, Shaanxi, China.

Party B: **Qin Miao**, Chinese Identification No. ***;
Yayun Li, Chinese Identification No. ***;
Pang Zhang, Chinese Identification No. ***.

Party C: **Xi’an Jingdong Xincheng Information Technology Co., Ltd.**, a limited liability company organized and existing under the laws of PRC, with its address at Building 5, SkyCity Central Square, East Chang’An Street No.666, Aerospace Base, Xi’an, Shaanxi, China

In this Agreement, each of Party A, Party B and Party C shall be hereinafter referred to as a “**Party**” respectively, and as the “**Parties**” collectively.

Whereas:

- 1 Party B holds 100% of the equity interests of Party C collectively;
- 2 Party A is a company wholly and directly held by JD Logistics Holding Limited (a company registered under the laws of Hong Kong) (the “**Hong Kong Company**”), and the Hong Kong Company is wholly and directly held by JD Logistics, Inc. (a company registered under the laws of the Cayman Islands) (the “**Cayman Company**”);
- 3 Party B and Party C are respectively inclined to grant Party A (or the designated party by Party A) an irrevocable and exclusive option to purchase all or part of the equity interests and assets of Party C held by Party B;
- 4 Party A, Party B and Party C intend to execute this Agreement for the purpose that Party B and Party C grants Party A an exclusive option right.

Now therefore, through mutual discussion and negotiation, the Parties have reached the following agreements:

1. Sale and Purchase of Equity Interest and Assets

1.1 Option Granted

Party B hereby severally, but not jointly agrees to grant Party A an irrevocable and exclusive right to purchase, or designate one or more persons (the “**Designee**”, shall be the Cayman Company or any subsidiaries directly or indirectly controlled by it) to purchase the equity interests in Party C that held by Party B, once or at multiple times at any time in part or in whole and at the price set forth in Article 1.3 hereof in accordance with the procedure promulgated by Party A in Party A’s sole and absolute discretion to the extent permitted by the PRC laws (including any laws, administrative regulations, rules, notifications, interpretations or other binding documents issued by any central or local legislative, executive or judicial authority before or after the signing of this Agreement, the “**PRC laws**”) within the term of this agreement (the “**Equity Interest Purchase Right**”). Party C hereby agrees the grant by Party B of the Equity Interest Purchase Right to Party A. Party C hereby agrees to grant Party A an irrevocable and exclusive right to purchase, or designate the Designee to purchase a portion or whole of the asset of Party C from Party C, once or at multiple times at any time, and at the price set forth in Article 1.3 hereof in accordance with the procedure promulgated by Party A in Party A’s sole and absolute discretion to the extent permitted by the PRC laws within the term of this agreement (the “**Asset Purchase Right**”, and together with the Equity Interest Purchase Right referred to as the “**Purchase Right**”). Party B hereby agrees the grant by Party C of the Asset Purchase Right to Party A. Except for Party A and the Designee, no other third party shall be entitled to the Purchase Right or other rights with respect to the equity interests held by Party B and assets of Party C. The term “**person**” as used herein shall refer to individuals, corporations, joint ventures, partnerships, enterprises, trusts or non-corporate organizations.

1.2 Steps for Exercise of the Purchase Right

The exercise of the Purchase Right by Party A shall subject to the provisions of the PRC laws. Party A may exercise the Purchase Right according to Article 1.1 by issuing a written notice to Party B and/or Party C (the “**Equity Interest Purchase Notice**” or the “**Asset Purchase Notice**”), specifying: (a) Party A’s decision to exercise the Purchase Right; (b) the equity interests to be purchased by Party A and/or the Designee from Party B (the “**Purchased Interests**”) and/or the asset to be purchased by Party A and/or the Designee from Party C (the “**Purchased Asset**”) ; and (c) the purchase date or transfer date of the Purchased Interests and/or the Purchased Asset. After receiving the Equity Interest Purchase Notice and/or the Asset Purchase Notice, Party B and/or Party C shall transfer the Purchased Interests and/or the Purchased Asset to Party A and/or the Designee according to the notice through the way specified in article 1.4 herein.

1.3 Purchase Price and Payment

The total purchase price (the “**Purchase Price**”) for the purchased interest and/or asset shall be the nominal price when Party A exercises the Purchase Right, however, if the relevant governmental department or the PRC laws require that the Purchase Price be different from the nominal price, then the Purchase Price shall be the lowest price meeting such requirements. Notwithstanding, to the extent permitted by the PRC laws, the Purchase Price Party A and/or the Designee paid to Party B and/or Party C shall be returned by Party B and/or Party C to Party A and/or the Designee (but the tax (if applicable) is withheld and deducted from the Purchase Price). After necessary tax is withheld and deducted for the Purchase Price in accordance with the PRC laws, the Purchase Price shall be paid to the designated account of Party B and/or Party C within 7(seven) days from the date when the Purchased Shares and/or the Purchased Asset is officially transferred to Party A and/or the Designee.

1.4 Transfer of the Purchased Interests and/or the Purchased Asset

For each exercise of the Purchase Right:

- 1.4.1 Party B shall cause Party C to promptly convene a shareholders’ meeting, at which a resolution shall be adopted approving Party B and/or Party C’s transfer of the Purchased Interests and/or the Purchased Asset;
- 1.4.2 Party B and/or Party C shall execute an equity interest transfer contract and/or an asset transfer contract, and any other documents with respect to each transfer with Party A and/or the Designee (if applicable) , in accordance with the provisions of this Agreement and the Equity Interest Purchase Notice and/or the Asset Purchase Notice;
- 1.4.3 The relevant Parties shall execute all other necessary contracts, agreements or documents (including but not limited to the Articles of Association, the joint venture Contract and its amendment of Party C), obtain all necessary internal approval and authorization, government approvals, licenses and permits (including but not limited to Party C’s business license) and take all necessary measures to transfer the valid ownership of the Purchased Interests and/or the Purchased Asset to Party A and/or the Designee, unencumbered by any security interests, and cause Party A and/or the Designee to become the registered owner(s) of the Purchased Interests (subject to the completion of corresponding industrial and commercial registration and the filing of the commercial department (if applicable))and/or the owner of the Purchased Asset. For the purpose of this Section and this Agreement, “**security interests**” shall include securities, mortgages, third party’s rights or interests, any stock options, acquisition rights, rights of first refusal, rights to offset, ownership retention or other security arrangements, but shall be deemed to exclude any security interest created by this Agreement, the Equity Interest Pledge Agreement or any other transaction documents (as defined in the Equity Interest Pledge Agreement). The “**Equity Interest Pledge Agreement**” as used in this Section and this Agreement shall refer to the Equity Interest Pledge Agreement (as amended from time to time) executed by and among Party A, Party B and Party C on the date hereof. Under the Equity Interest Pledge Agreement, Party B may, in order to guarantee party C to fulfill its obligations under the Exclusive Business Cooperation Agreement executed between party C and party A on the date hereof (as amended from time to time, the “**Business Cooperation Agreement**”), the Loan Agreement executed between Party A and Party B on the date hereof (as amended from time to time, the “**Loan Agreement**”), the Shareholder Voting Rights Entrustment Agreement executed among the Parties on the date hereof (as amended from time to time, the “**Shareholder Voting Rights Entrustment Agreement**”), the Power of Attorney(if any)(as amended from time to time, the “**Power of Attorney**”) issued by Party B according to the Shareholder Voting Rights Entrustment Agreement and this Agreement, respectively pledge to Party A the full equity interests of Party C it holds.

2. Covenants

2.1 Covenants of Party C

Party C hereby covenants as follows:

- 2.1.1 Without the prior written consent of Party A, Party C shall not in any manner supplement, change or amend the articles of association and bylaws of Party C, increase or decrease its registered capital, change its structure of registered capital in other manners or take any other measures to separate, dissolve or change the forms of Party C;
- 2.1.2 Party C shall maintain its corporate existence in accordance with good financial and business standards and practices, operate its business and handle its affairs prudently and effectively, and shall fulfill the obligations stipulated under the Business Cooperation Agreement;
- 2.1.3 Without the prior written consent of Party A, Party C shall not change its main business, or conduct any business operation which may cause a substantial effect on its properties, assets, business, rights and operation;
- 2.1.4 Without the prior written consent of Party A, Party C shall not at any time from the date hereof, sell, transfer, mortgage or dispose of in any manner any material assets (tangible or intangible assets) of Party C or legal or beneficial interest in the material business or revenues of Party C of more than RMB1,000,000 (or any other amount separately agreed by the Parties), or allow the encumbrance thereon of any security interest;

- 2.1.5 Unless otherwise required by the PRC laws, Party C shall not be dissolved or liquidated without prior written consent by Party A; After the liquidation described in Article 3.6, Party B shall pay any residual value to Party A in full or shall cause such payment to take place. Provided that such payment is forbidden according to the PRC laws, Party B will pay the income to Party A or the Designee of Party A to the extent permitted by the PRC laws.
- 2.1.6 Without the prior written consent of Party A, Party C shall not incur, inherit, guarantee or suffer the existence of any debt, except for (i) debt incurred in the ordinary course of business other than through loans; and (ii) debts have been disclosed to Party A for which Party A's written consent has been obtained.
- 2.1.7 Party C shall always operate all of Party C's businesses within the normal business scope to maintain the asset value of Party C and refrain from any action/omission that may affect Party C's operating status and asset value; and the board of directors of Party A is entitled to supervise the asset of Party C and assess whether it has control over the above asset. If the board of directors of Party A believes that the business operation of Party C will affect the value of its asset or affect the board's control over the asset of Party C, Party A will engage legal counsels or other professionals to deal with issues hereof;
- 2.1.8 Without the prior written consent of Party A, Party C shall not execute any major contract, except for the contracts in the ordinary course of business and the contracts signed between Party C and Party A's foreign parent company or its subsidiaries directly or indirectly held by Party A's foreign parent company (for the purpose of this subsection, a contract with a price exceeding RMB 1,000,000 (or any other amount separately agreed by the Parties) shall be deemed as a major contract);
- 2.1.9 Without the prior written consent of Party A, Party C shall not provide any person with any loan, financial support, or mortgage, pledge and any other form of security, or shall not allow any other third party to place any mortgage or pledge on Party C's asset or equity interests;
- 2.1.10 Party C shall provide true and accurate materials and documents to Party A upon Party A's request;
- 2.1.11 Party C shall provide all materials relating to its operation and financial status to Party A upon Party A's request;
- 2.1.12 Without the prior written consent of Party A, Party C shall not amend or change any accounting policies adopted previously, or appoint or change its auditors;

- 2.1.13 Without the prior written consent of Party A, Party C shall not engage in any merge, partnership, joint venture or union with any party, or to acquire or invest in any party;
- 2.1.14 Without the prior written consent of Party A, Party C shall not conduct any reorganization;
- 2.1.15 Party C shall promptly notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to Party C's assets, business or revenue, and take all necessary measures as Party A may reasonably request;
- 2.1.16 To maintain the ownership by Party C of all of its assets, Party C shall execute all necessary or appropriate documents, take all necessary or appropriate actions, file all necessary or appropriate complaints, and raise necessary and appropriate defenses against all claims;
- 2.1.17 Without the prior written consent of Party A, Party C shall ensure that it shall not in any manner distribute dividends to its shareholders. Provided that upon Party A's written request, Party C shall immediately distribute all distributable profits to its shareholders;
- 2.1.18 Without the prior written consent of Party A, Party C shall not directly or indirectly dispose or dilute its interests of its subsidiaries and branches.
- 2.1.19 At the request of Party A, Party C shall appoint any person designated by Party A as the director, supervisor and/or senior management of Party C, and/or remove the incumbent director, supervisor and/or senior management and perform all relevant resolutions and filing procedures; Party A shall be entitled to require Party B and Party C to replace the foregoing personnel;
- 2.1.20 Subject to other provisions of this Agreement (including but not limited to Articles 5.2 and Articles 12.1), if Party A fails to exercise the Purchase Right due to the Party C's shareholders or Party C fails to fulfill the tax obligation under the applicable laws, Party A shall be entitled to request Party C or its shareholders to fulfill the tax obligation, or request Party C or its shareholders to pay the tax to Party A so that Party A can pay it on behalf of Part C or its shareholders;
- 2.1.21 As for the covenants applicable to Party C under Article 2.1 hereof, Party C shall cause its subsidiary companies to similarly obey the covenants under applicable situations as if the subsidiary companies are acting as Party C and bound by the corresponding articles herein.

2.2 Covenants of Party B

Party B hereby severally, not jointly and irrevocably covenants as follows:

- 2.2.1 Without the prior written consent of Party A, Party B shall not sell, transfer, mortgage or dispose of in any other manner any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon, except for the pledge placed thereon in accordance with the Equity Interest Pledge Agreement or any other transaction documents (as defined in the Equity Interest Pledge Agreement); and Without the prior written consent of Party A, Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B, or allow the encumbrance thereon of any security interest, except for the pledge placed thereon in accordance with the Equity Interest Pledge Agreement or any other transaction documents (as defined in the Equity Interest Pledge Agreement);
- 2.2.2 Party B shall not engage in any business operations or take any other actions that may adversely affect Party C's reputation;
- 2.2.3 Party B shall take reasonable measures to ensure Party C's business licenses are legitimate, effective and renewed in accordance with the law;
- 2.2.4 The prior written consent of Party A is necessary with respect to any appointment of any Director, Supervisor, Legal Representative, and senior management personnel of Party C, and Party B shall execute all necessary or appropriate documents and take all reasonable measures to appoint any aforementioned persons designated by Party A;
- 2.2.5 As shareholders of Party C, Party B shall not injure any of the interests of Party C by abusing the shareholder's rights; Party A shall be entitled to exercise the Purchase Right under the Exclusive Option Agreement in the case of Party B's abusing;
- 2.2.6 Party B shall not request Party C to distribute dividends or profits in other forms with respect to the Party C's equity held by Party B, or shall not submit relevant resolution matters to the Board of Directors. In any event that Party B receives any revenue, profit distribution or dividend of Party C, Party B shall forfeit such revenues, profits distribution and dividends, and promptly transfer or pay the foregoing revenues, profit distribution, dividend to Party A or the Designee to the extent permitted by the PRC laws;

- 2.2.7 Party B shall cause the shareholders' meeting and/or the directors (or the executive director) of Party C not to approve any sale, transfer, mortgage or disposition in any other manner of any legal or beneficial interest in the equity interests in Party C held by Party B without the prior written consent of Party A, or set the encumbrance thereon of any security interests, except for the pledge placed hereon according to the Equity Interest Pledge Agreement;
- 2.2.8 Party B shall cause the shareholders' meeting and/or the board of directors (or the executive director) of Party C not to approve the merge, partnership, joint venture or union with any person, or the acquisition of or investment in any person, or Party C's splitting, modification of the Article of Association of Party C or its joint venture contract, or the change of registered capital or the form of Party C without the prior written consent of Party A;
- 2.2.9 Party B shall immediately notify Party A of the occurrence or possible occurrence of any litigation, arbitration or administrative proceedings relating to the equity interests in Party C held by Party B, and take any and all necessary measure as Party A may reasonably request;
- 2.2.10 Party B shall execute all necessary or appropriate documents, take all necessary or appropriate actions, make all necessary or appropriate claims and make necessary and appropriate defenses against all claims, to ensure Party B's equity interests in Party C;
- 2.2.11 Party B shall not, and shall procure its successors not, initiate any lawsuits, arbitrations, or other legal proceedings with respect to the contractual arrangement or terminate the contractual arrangement;
- 2.2.12 Party B shall cause the shareholders' meeting or the board of directors (or the executive director) of Party C to vote their approval of the transfer of the Purchased Interests and/or the Purchased Asset as set forth in this Agreement and to take any and all other actions that may be requested by Party A;
- 2.2.13 At the request of Party A at any time, Party B and/or Party C shall immediately and unconditionally transfer its equity interests and/or assets of Party C to Party A and/or the Designee in accordance with the Purchase Right under this Agreement, and Party B shall hereby waive its right of first refusal to the transfer of equity interests by any other shareholder of Party C to Party A (if any);

- 2.2.14 Party B shall strictly abide by the provisions of this Agreement and other contracts jointly or separately executed by and among Party B, Party C and Party A (including but not limited to the Equity Interest Pledge Agreement and the Business Cooperation Agreement), perform obligations hereunder, and refrain from any action/omission that may affect the effectiveness and enforceability thereof. To the extent that Party B has any remaining rights with respect to the equity interests subject to this Agreement or the Equity Interest Pledge Agreement or the Power of Attorney in which Party A as a beneficiary, Party B shall not exercise such rights except in accordance with the written instructions of Party A.
- 2.2.15 Prior to Party C's liquidation, if Party A (or the Designee) has paid the Purchase Price of equity interest to Party B, but related changes in the registration in authority has not completed, Party B shall pay the income from distribution of residual property of Party C's equity held by Party B to Party A or its Designee freely at the time of or after dissolution of Party C. Under such circumstance, Party B should not claim any rights for related income of residual property distribution (unless under Party A's instruction);
- 2.2.16 Party B agrees to unconditionally return the Purchase Price received from Party A for the transfer of the Purchased Interests and/or the Purchased Asset transferred by Party B to the extent permitted by the PRC Laws at that time (but the tax (if applicable) shall be withheld and deducted for the Purchase Price); and
- 2.2.17 Party B agrees to execute an irrevocable Power of Attorney in the form and substance satisfactory to Party A, and entrust Party A or the Designee to exercise all the shareholders' rights of Party B; and
- 2.2.18 Party B shall ensure that Party C will be validly existing and in good standing, and shall not take any actions that may result in termination, liquidation or dissolution of Party C.

3. Representations and Warranties

Party B and Party C hereby represent and warrant to Party A as stated in the following articles from Article 3.1 to Article 3.2, severally and not jointly, as of the date of this Agreement and each date of the transfer of the Purchased Interests and the Purchased Asset, and Party C hereby represents and warrants to Party A as stated in the following articles from Article 3.4 to Article 3.9, as of the date of this Agreement and each date of the transfer of the Purchased Interests and the Purchased Asset:

- 3.1 They have the power and capacity to execute and deliver this Agreement and any transfer contracts to which they are parties concerning the Purchased Interests and/or the Purchased Asset to be transferred thereunder (each, a "**Transfer Contract**"), and to perform their obligations under this Agreement and any Transfer Contracts. Party B and Party C agree to enter into Transfer Contracts consistent with the terms of this Agreement upon Party A's exercise of the Purchase Right. This Agreement and the Transfer Contracts to which they are parties constitute or will constitute their legal, valid and binding obligations and shall be enforceable against them in accordance with the provisions thereof;

- 3.2 The execution and delivery of this Agreement or any Transfer Contracts and the obligations under this Agreement or any Transfer Contracts shall or will not: (i) cause any violation of any applicable laws of China; (ii) be inconsistent with the articles of association, joint venture contracts, bylaws or other organizational documents; (iii) cause the violation of any contracts or instruments to which they are a party or which are binding on them, or constitute any breach under any contracts or instruments to which they are a party or which are binding on them; (iv) cause any violation of any condition for the grant and/or continued effectiveness of any licenses or permits issued to either of them; or (v) cause the suspension or revocation of or imposition of additional conditions to any licenses or permits issued to them;
- 3.3 Party B has a good and merchantable title to the equity interests of Party C held by Party B. Except for the Equity Interest Pledge Agreement or any other transaction documents (as defined in the Equity Interest Pledge Agreement), Party B has not placed any security interest on such equity interests;
- 3.4 Party C has a good and merchantable title to all of its assets, and has not placed any security interest on the aforementioned assets;
- 3.5 Party C does not have any outstanding debts, except for (i) debt incurred within the normal business scope; and (ii) debts disclosed to Party A for which Party A's written consent has been obtained.
- 3.6 If Party C dissolves or liquidates required by the PRC laws, Party C shall sell all the assets to Party A or the Designee at the lowest price permitted under the PRC laws to the extent permitted by the PRC laws. Party C shall exempt any payment obligation of Party A or the Designee arising from the sale of assets; and subject to the applicable PRC laws at the time, any revenue arising from the sale of assets shall be paid to Party A or the Designee as part of service fees under the Business Cooperation Agreement;
- 3.7 Party C has complied with all laws and regulations of China applicable to asset acquisitions; and

- 3.8 There are no existing or pending litigation, arbitration or administrative proceedings relating to the equity interests of Party C, assets of Party C or Party C.
- 3.9 Under the circumstance of death, incapacity, marriage, divorce, bankruptcy, dissolution, liquidation or other circumstances that may influence Party B's equity interest of Party C, Party B's successors (including spouse, children, parents, siblings and grandparents) or the shareholder or transferee of the equity of Party C at that time will be deemed to be the signatory of this Agreement, and be entitled to inherit, enjoy and undertake all rights and obligations of Party B herein, and transfer the relevant equity interests of Party C to Party A or the Designee according to the applicable law at that time and this Agreement.

4. **Effective Date and Term**

This Agreement shall become effective upon execution by the Parties, and remaining effective subject to the extended term as stipulated by the PRC laws, until the date of the full transfer of the Purchased Interests and/or Purchased Assets held by Party B or Party C to Party A and/or the Designee (subject to the completion of the change of the industrial and commercial registration and the filing to the Commercial Department (if applicable)) and Party A, its subsidiary company and branches are legally engaged in Party C's business. Notwithstanding the foregoing, Party A is entitled to terminate this Agreement at any time by sending written notice to Party B and Party C, and be exempted from any liability for breach of contract relating to its unilateral termination of this Agreement. Unless otherwise provided by the PRC laws, Party B and Party C shall not be entitled to terminate this Agreement unilaterally.

5. **Liability for Breach of Contract**

- 5.1 Unless otherwise specified in other articles herein, if a Party (the "**Defaulting Party**") fails to fulfill certain obligations herein or violates this agreement in other ways, the other Parties (the "**Damaged Party**") may: (a) notify the Defaulting Party of the nature and scope of the violation in writing and ask the Defaulting Party to remediate at its own expense within a reasonable period of time (hereinafter referred to as "**Remediation Period**"); and if the Defaulting Party fails to take remedial measures during the Remediation Period, the Damaged Party are entitled to ask the Defaulting Party to undertake all responsibilities for its violation and also compensate all actual economic losses due to the Damaged Party, including without limitation, the legal fees incurred in litigation and arbitration proceedings relating to the violation. The Damaged Party are also entitled to require the Defaulting Party to perform its contractual obligations and request the court or the relevant arbitration institution to issue an order of specific performance or compulsory performance by the Defaulting Party; (b) terminate this agreement and ask the Defaulting Party to undertake all responsibilities for its violation and also compensate all damages; or (c) place the pledged equity on discount, auction or selling according to the Equity Interest Pledge Agreement, be entitled to compensation priority in the amount of discount, auction and selling, and ask the Defaulting Party to undertake all losses hereof. While exercising the foregoing remedial right, the Damaged Party are entitled to other remedial rights regulated herein and under the relevant laws and regulations.

5.2 The Parties hereby agree and confirm that, subject to the compulsory requirements of PRC laws, if Party B or Party C is the Defaulting Party, the Damaged Party is entitled to terminate this agreement unilaterally and require the Defaulting Party to compensate the losses. However, if Party A is the Defaulting Party, the Party B and Party C shall exempt Party A's obligation of compensating the losses, and unless the law states otherwise, the Party B and Party C is not entitled to terminate this agreement under any circumstance.

6. Governing Law and Dispute Resolution

6.1 Governing Law

The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by Chinese law.

6.2 Dispute Resolution

Any disputes arising from the interpretation and implementation of this agreement shall be firstly solved through the Parties' friendly negotiations. In case that the consensus on settlement of such disputes is not reached within 30 days after any party asks the other party to reach solution through friendly negotiations, any party can submit the disputes to Beijing Arbitration Commission, which gives verdict according to the prevailing arbitration rule at that time. The arbitration shall take place in Beijing and language for arbitration shall be Chinese. The arbitration award is final and binding on each party. The arbitral tribunal can order Party C to compensate the losses of Party A with Party C's equity interests, assets or property rights and interests, reach judgment of mandatory relief through mandatory transfer of related business or assets or order Party B to declare bankruptcy. After the arbitration award becomes effective, any party is entitled to petition the relevant court to execute the arbitration award. If necessary, the arbitral institution is entitled to order the Defaulting Party to cease the breach of this agreement or refrain from actions that would increase the losses to Party A before making final verdict for the disputes of all parties. The courts in Hong Kong, Cayman Islands, China or other places with right of jurisdiction (including the court in the place of Party C, or the court in the place of main asset of Party A or Party C shall be deemed as the court with right of jurisdiction) similarly are entitled to confer or execute the verdict of the arbitral tribunal and is also entitled to make judgment or execute temporary relief for Party C's equity or property interests, and give verdict or judgment of providing certain temporary relief for the party instigating the arbitration before the establishment of arbitral tribunal or in other appropriate circumstances, such as reaching verdict or judgment of ordering the Defaulting Party to cease the breaching of this Agreement or not to cause additional losses to Party A.

- 6.3 In the arbitration for any disputes arising from the interpretation and implementation of this agreement, the Parties herein shall continue executing other rights and obligations herein respectively except the matters herein in dispute.
- 6.4 Due to the issuing or alteration of any PRC Laws, rules or regulations or due to the change in interpretation or application of such laws, rules or regulations any time after the signing date, the following agreement shall be applicable: to the extent permitted by PRC Laws, (a) if the alteration of laws or newly issued regulations are more preferential for a Party compared to the relevant laws, decrees, orders or regulations that were in effect on the signing date hereof, each Party shall actively and immediately apply for obtaining the benefits brought by the modification or new regulations and put forth their best effort to obtain the approval for the application; or (b) in case that any party's economic benefit is directly or indirectly adversely influenced due to the alteration of foregoing laws or newly issued regulations, this agreement shall be continuously executed as scheduled. All parties shall obtain the exemption from the altered or new regulations through legal means. If the negative effect on the economic benefit of any Party cannot be resolved under this agreement, all Parties shall immediately negotiate and make all necessary alterations to this agreement after receiving the notification of the affected Party to safeguard the economic benefit of the affected Party.

7. Taxes and Fees

Party C shall pay any and all transfer and registration taxes, expenses and fees incurred thereby or levied thereon in connection with the preparation and execution of this Agreement and the Transfer Contracts, as well as the consummation of the transactions contemplated under this Agreement and the Transfer Contracts.

8. Notices

- 8.1 All notices and other communications required or permitted to be given pursuant to this Agreement shall be delivered personally or sent by registered mail, prepaid postage, a commercial courier service or facsimile transmission to the address or fax number of such Party as listed in Exhibit I. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:
- 8.1.1 Notices given by personal delivery, courier service, registered mail or prepaid postage shall be deemed effectively given on the date of receipt or refusal at the address specified for notices;
 - 8.1.2 Notices given by facsimile transmission shall be deemed effectively given on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission).
- 8.2 Any Party may at any time change its address or fax number for notices by a notice delivered to the other Parties in accordance with the terms hereof.

9. Confidentiality

The Parties acknowledge that any oral or written information exchanged between the Parties in connection with this Agreement is regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without the written consent of other Parties, it shall not disclose any relevant confidential information to any third parties, except for the following circumstances: (a) the information is in the public domain (other than through the receiving Party's unauthorized disclosure); (b) the information is under the obligation to be disclosed pursuant to the applicable laws or rules of any stock exchange; (c) the information is required to be disclosed by any Party to its legal counsel or financial advisors regarding the transaction contemplated hereunder, provided that such legal counsels, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section; or (d) the information is disclosed by any party as a limited partnership (or a direct or indirect affiliate or subsidiary of a limited partnership) to the general partners, managers and existing and potential limited partners of such limited partnership. Disclosure of any confidential information by the employees or agencies engaged by any Party shall be deemed disclosure of such confidential information by such Party and such Party shall be held liable for breach of this Agreement. The Parties agree that the provisions of this Article shall survive the termination of this Agreement regardless of the reason why this Agreement is terminated.

10. Further Warranties

The Parties agree to promptly execute documents that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement and take further actions that are reasonably required for or are conducive to the implementation of the provisions and purposes of this Agreement.

11. Force Majeure

- 11.1 “**Force majeure**” refers to events that cannot be foreseen, avoided and overcome so that this Agreement cannot be executed in part or full. Such events include but are limited to earthquake, typhoon, flood, water disaster, war, strike, turmoil, governmental behavior, changes to legal regulations or their application.
- 11.2 In case of the occurrence of a force majeure event, a Party’s obligation that is being affected by force majeure shall be automatically suspended during the delay caused by force majeure, and the party’s period of implementation of this agreement shall be automatically prolonged. The prolonged period is the period of the suspension, and the party shall not undertake responsibility and suffer from punishment for it. In case of force majeure, all parties shall instantly negotiate with each other to seek a fair solution and try to minimize effect of force majeure by exerting all reasonable efforts.

12. Miscellaneous

12.1 Non-Joint Liabilities and Liability Limitations

Despite any adverse provisions in this Agreement or other transaction documents (as defined in the Equity Interest Pledge Agreement) or any other document or law, Party B’s obligations and liabilities under this Agreement are on a several and not joint basis.

12.2 Amendments, changes and supplement

For matters not included herein, the Parties may otherwise enter into supplement agreement upon negotiations. Any revision and supplementation of this agreement shall be made in writing. Any revision and supplementary agreement signed by the Parties relating to this agreement shall be the inalienable part of this agreement, having the same legal effect.

If any revisions to this Agreement is proposed by the Stock Exchange of Hong Kong Limited or other regulatory authorities, or any change in the listing rules or related requirements hereof relating to this agreement, the parties shall revise this agreement reasonably and accordingly.

12.3 Entire agreement

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

12.4 Headings

The headings of this Agreement are for convenience in reading only, and shall not be used to interpret, explain or otherwise affect the meanings of the provisions of this Agreement.

12.5 Text

This agreement has five copies with one held by each Party, having the same legal effect.

12.6 Severability

In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any respect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

12.7 Successors

This Agreement shall be binding on and shall inure to the interest of the respective successors of the Parties and the permitted assigns of such Parties.

12.8 Survival

12.8.1 Any obligations that occur or that are due as a result of this Agreement upon the expiration or early termination of this Agreement shall survive the expiration or early termination thereof.

12.8.2 The provisions of Article 6,7,8,9,12.1 and this Article 12.8 shall survive the termination of this Agreement.

12.9 Waivers

Any Party may waive the rights hereof, provided that such a waiver must be provided in writing and shall require the signatures of the Parties. No waiver by any Party in certain circumstances with respect to a breach by other Parties shall operate as a waiver by such a Party with respect to any similar breach in other circumstances.

12.10 Compliance with laws and regulations

The Parties shall comply with and make sure its business operation comply with all Chinese laws and regulations which are binding on them and have been formally issued and may be publicly acquired.

12.11 Transfer

Without prior written consent of Party A, Party C and/or Party B should not transfer any rights/and or obligations herein to any third party. Party B and Party C hereby agree that Party A is entitled to transfer any of Party A's rights and/or obligations herein to any third party after notifying Party B and Party C in writing. Party B and Party C shall sign a supplementary agreement with the transferee or a new agreement containing substantially the same content herein with the transferee.

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(This page is intentionally left blank and is the signing page of this Exclusive Option Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Option Agreement as of the date and at the address first above written.

Xi'an Jingxundi Supply Chain Technology Co., Ltd. (seal)

/s/ Xi'an Jingxundi Supply Chain Technology Co., Ltd.
(Seal of Xi'an Jingxundi Supply Chain Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Exclusive Option Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Option Agreement as of the date and at the address first above written.

Xi'an Jingdong Xincheng Information Technology Co., Ltd. (seal)

/s/ Xi'an Jingdong Xincheng Information Technology Co., Ltd.

(Seal of Xi'an Jingdong Xincheng Information Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Exclusive Option Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Option Agreement as of the date and at the address first above written.

Qin Miao

By: /s/ Qin Miao

(This page is intentionally left blank and is the signing page of this Exclusive Option Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Option Agreement as of the date and at the address first above written.

Yayun Li

By: /s/ Yayun Li

(This page is intentionally left blank and is the signing page of this Exclusive Option Agreement)

IN WITNESS WHEREOF, the Parties have executed this Exclusive Option Agreement as of the date and at the address first above written.

Pang Zhang

By: /s/ Pang Zhang

Exhibit I

For the purpose of notices, the contacts information of the Parties are as follows:

Party A:

Xi'an Jingxundi Supply Chain Technology Co., Ltd.

Address: ***

Receipt: ***

Party B:

Richard Qin Miao

Address: ***

Yayun Li

Address: ***

Pang Zhang

Address: ***

Party C:

Xi'an Jingdong Xincheng Information Technology Co., Ltd.

Address: ***

Receipt: ***

Schedule A

The following schedule sets forth information about the exclusive option agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Effective Date</u>	<u>Execution Date</u>
Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	Party A: Beijing Jingdong Jiankang Co., Ltd. Party B: Qin Miao, Yayun Li and Pang Zhang Party C: Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	September 16, 2022	September 16, 2022
Guangdong Jingxi Logistics Technology Co., Ltd.	Party A: Jingdong Logistics Supply Chain Co., Ltd. Party B: Jian Cui and Dingkai Yu Party C: Guangdong Jingxi Logistics Technology Co., Ltd.	January 25, 2021	January 25, 2021

LOAN AGREEMENT

This LOAN AGREEMENT (this “**Agreement**”), is executed by ad among the following Parties on September 16, 2022 in Beijing, the People’s Republic of China (“**PRC**”):

Lender: Xi’an Jingxundi Supply Chain Technology Co., Ltd., a limited liability company, organized and existing under the laws of the PRC, with it address at Building 5, SkyCity Central Square, East Chang’An Street No.666, National Civil Space Industrial Base, Xi’an, Shaanxi, China;

And

Borrowers: **Qin Miao**, Chinese Identification No. ***;
Yayun Li, Chinese Identification No. ***;
Pang Zhang, Chinese Identification No. ***.

(In this Agreement, the Lender and the Borrowers are individually referred to as a “**Party**”, collectively the “**Parties**”)

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

1. Loan

- 1.1 Subject to the terms and conditions of this Agreement, the Lender agrees to provide a loan at an aggregate amount of RMB one million (¥1,000,000.00) (the “**Loan**”) to the Borrowers, which the Loan will be provided to Qin Miao at the amount of RMB four hundred and fifty thousand (¥450,000.00), the Loan will be provided to Yayun Li at the amount of RMB three hundred thousand (¥300,000.00), and the Loan will be provided by Pang Zhang at the amount of RMB two hundred and fifty thousand (¥250,000.00).
- 1.2 It is confirmed that the Lender will provide, and the Borrowers will receive the full amount of the Loan when the Borrowers make actual capital contribution to Xi’an Jingdong Xincheng Information Technology Co., Ltd.
- 1.3 The Borrowers agree to use the Loan to pay for their investment in the registered capital of Xi’an Jingdong Xincheng Information Technology Co., Ltd. (the “**Borrower Company**”) and, unless with prior written consent of the Lender, will not use the Loan for any other purpose, or transfer or pledge its shares or other interests in the Borrower Company to any third party.
- 1.4 It is confirmed that the Lender will not charge any interest upon the Loan, unless otherwise provided herein.

2. Term of Loan

- 2.1 The term of the Loan hereunder shall be ten (10) years from the date when the Borrowers actually receive all or any part of the Loan. Unless otherwise indicated by the Lender prior to its expiration, the term of the Loan will be automatically extended for another ten (10) years, and so forth thereafter.
- 2.2 During the term or any extended term of the Loan, the Loan will become immediately due and payable by the Borrowers, and the Borrowers shall immediately make the repayment of the Loan pursuant to the terms of this Agreement if:
- (1) The Borrowers die or become a person incapacitated or with limited capacity for civil acts;
 - (2) The Borrowers resign or are dismissed by the Lender, the Borrower Company or any affiliate of the Lender;
 - (3) The Borrowers commit a crime or are involved in a crime;
 - (4) Any third party pursue any claim of more than RMB100,000 against any of the Borrowers and the Lender has reasonable ground to believe that the Borrowers will not be capable to pay for such claim;
 - (5) The Lender decides to perform the Exclusive Option Agreement (as defined below) when foreign enterprises are allowed to control or wholly own the Borrower Company under applicable PRC laws;
 - (6) The Borrowers fail to comply with or perform any of their commitments or obligations under this Agreement (or any other agreement between them and the Lender), and further fails to remedy such breach within 30 business days upon its occurrence; and
 - (7) This Agreement, the Equity Interest Pledge Agreement (as defined below), or the Exclusive Option Agreement is terminated or held invalid by any court for any reason other than the Lender's.

3. Repayment of Loan

- 3.1 The Lender and the Borrowers agree and confirm that the Loan will be repaid in the following manner only: the Borrowers will transfer all of their equity interests in the Borrower Company to the Lender or any legal or natural person designated by the Lender pursuant to requirements from the Lender.

- 3.2 The Lender and the Borrowers agree and confirm that to the extent permitted by the laws, the Lender has the right but no obligation to purchase or designate any legal or natural person to purchase all or any part of the equity interests in the Borrower Company from the Borrowers at the price set forth under the Exclusive Option Agreement.
- 3.3 It is agreed and confirmed by the Parties that the Borrowers shall be deemed to have fulfilled their repayment obligations hereunder only after both of the following conditions have been satisfied.
- (1) The Borrowers have transferred all of their equity interests in the Borrower Company to the Lender and/or their designated person; and
 - (2) The Borrowers have repaid to the Lender all of the transfer proceeds or an amount equivalent to the maximum amount permitted by the laws.
- 3.4 The Loan will be deemed as a zero interest loan if the price to transfer the equity interests in the Borrower Company to the Lender from the Borrowers concluded by the Parties under this Agreement and any other related agreements is equal or less than the amount of the Loan. Under such circumstance, the Borrowers are not required to repay any remaining amount of and/or any interest upon the Loan; provided, however, that if the equity interest transfer price exceeds the amount of the Loan, the exceeding amount will be deemed as the interest upon the Loan (calculated by the highest interest permitted by the PRC laws) and financing cost thereof.
- 3.5 Notwithstanding anything to the contrary in this Agreement, if the Borrower Company goes bankruptcy, dissolution or is ordered for closure during the term or extended term of this Agreement, and Borrowers will liquidate the Borrower Company according to laws and all of the proceeds from such liquidation will be used to repay the principal, interest (calculated by the highest interest permitted by the PRC laws) and financing cost of the Loan.

4. Obligations of the Borrowers

- 4.1 The Borrowers shall repay the Loan according to the provisions of this Agreement and requirements from the Lender.

- 4.2 The Borrowers shall enter into an Equity Interest Pledge Agreement (the “**Equity Interest Pledge Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers agree to pledge all of their equity interests in the Borrower Company to the Lender.
- 4.3 The Borrowers shall enter into an Exclusive Option Agreement (the “**Exclusive Option Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers shall, to the extent permitted by the PRC laws, grant an irrevocable and exclusive option for the Lender to purchase all or any part of the equity interest in the Borrower Company from the Borrowers.
- 4.4 The Borrowers shall perform their obligations under this Agreement, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, and provide support for the Lender to complete all filings, approvals, authorizations, registration and other government procedures necessary to perform such agreements.
- 4.5 The Borrowers shall sign an Shareholder Voting Rights Entrustment Agreement (the “**Shareholder Voting Rights Entrustment Agreement**”) and an irrevocable power of attorney authorizing a person designated by the Lender to exercise on its behalf all of his or her rights as the shareholder of the Borrower Company.

5. Representations and Warranties

- 5.1 The Lender represents and warrants to the Borrowers that from the date of this Agreement until termination hereof:
 - (1) It is a limited liability company duly incorporated and validly existing under the laws of the PRC;
 - (2) It has the power and receives all approvals and authorities necessary and appropriate to execute and perform this Agreement. Its execution and performance of this Agreement are in compliance with its articles of association or other organizational documents, and it has obtained all necessary and appropriate approval and authorization with respect to its execution and performance;
 - (3) Neither its execution nor its performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between it and any third party or any covenant issued to any third party; and

(4) This Agreement, once executed, constitutes a legal, valid and binding obligation of the Lender.

5.2 The Borrowers represent and warrant that from the date of this Agreement until termination hereof:

- (1) They are fully capable to conduct civil acts;
- (2) The Borrower Company is a limited liability company incorporated and validly existing under the PRC laws, and the Borrowers are the lawful owners of the Borrower Equity;
- (3) Neither their execution nor their performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between them and any third party or any covenant issued to any third party;
- (4) This Agreement, once executed, constitutes a legal, valid and binding obligation of any Borrower;
- (5) They will pay the full investment relating to the Borrower Equity according to law;
- (6) Except for those provided under the Equity Interest Pledge Agreement, they create no mortgage, pledge or any other security upon the Borrower Equity, provides no offer to any third party to transfer the Borrower Equity, make no covenant regarding any offer to purchase the Borrower Equity from any third party, and enter into no agreement with any third party to transfer the Borrower Equity;
- (7) There is no existing or potential dispute, lawsuit, arbitration, administrative proceeding or any other legal proceeding in which the Borrowers and/or the Borrower Equity is involved; and
- (8) The Borrower Company has completed all government approvals, authorizations, licenses, registrations and filings necessary to conduct its businesses and own its assets.

6. Covenants from the Borrowers

- 6.1 The Borrowers covenant in their capacity of the shareholders of the Borrower Company that during the term of this Agreement they shall procure the Borrower Company:
- (1) without prior written consent from the Lender, not to supplement, amend or modify its articles of association, or increase or decrease its registered capital, or change its capital structures of the Company in any form;
 - (2) to maintain its existence, prudently and effectively operate its businesses and deal with its affairs in line with fair financial and business standards and customs;
 - (3) without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any of its assets, businesses or income, or allow creation of any other security interests thereupon;
 - (4) without prior written consent from the Lender, not to incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from the Lender;
 - (5) to always conduct its business operations in ordinary course to maintain the value of its assets;
 - (6) without prior written consent from the Lender, not to enter into any material agreement other than those executed in its ordinary course of business;
 - (7) without prior written consent from the Lender, not to provide any loan or credit to any party;
 - (8) to provide any and all information regarding its operations and financial conditions to the Lender upon the request from the Lender;
 - (9) to buy and maintain requisite insurance policies from an insurer acceptable to the Lender, the amount and type of which will be the same with those maintained by the companies having similar operations, properties or assets in the same region;
 - (10) without prior written consent from the Lender, not to combine, merge with, acquire or make investment to any person;

- (11) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- (12) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of all of its assets;
- (13) without prior written consent from the Lender, not to distribute any dividend or bonus to any of its shareholders;
- (14) to appoint any person designated by the Lender or the parent of the Lender to its board upon the request of the Lender; and
- (15) to strictly comply with the provisions of the Exclusive Option Agreement, and not to make any act or omission which may affect its validity and enforceability.

6.2 The Borrowers covenant during the term of this Agreement:

- (1) except those provided under the Equity Interest Pledge Agreement and without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the Borrower Equity, or allow creation of any other security interests thereupon;
- (2) without prior written consent from the Lender, to procure the shareholders of the Borrower Company not to approve any sale, transfer, pledge or otherwise disposal of any legal or beneficial interest of the Borrower Equity, or creation of any other security interests thereupon, except to the Lender or its designated person;
- (3) without prior written consent from the Lender, to procure the shareholders of the Borrower Company not to approve its merger or association with, or acquisition of or investment in any person;
- (4) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding the Borrower Equity;
- (5) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of the Borrower Equity;

- (6) without prior written consent from the Lender, not to make any act and/or omission which may affect any asset, business or liability of the Borrower Company;
- (7) to appoint any person designated by the Lender or the parent of the Lender to the board of the Borrower Company upon the request of the Lender;
- (8) to the extent permitted under the PRC laws and upon the request of the Lender at any time, to transfer unconditionally and immediately all of the equity interests owned by the Borrowers to the Lender or any person designated by it, and procure any other shareholder of the Borrower Company to waive the right of first refusal regarding such equity interests;
- (9) to the extent permitted under the PRC laws and upon the request of the Lender at any time, to procure any other shareholder of the Borrower Company to transfer unconditionally and immediately all of the equity interests owned by such shareholder to the Lender or any person designated by it, and the Borrowers hereby waive their rights of first refusal regarding such equity interests;
- (10) if the Lender purchases the Borrower Equity from the Borrowers pursuant to the Exclusive Option Agreement, to use the price of such purchase to repay the Loan to the Lender on priority; and
- (11) to strictly comply with the provisions of this Agreement, the Equity Interest Pledge Agreement and the Exclusive Option Agreement, to perform its obligations under each of such agreements, and not to make any act or omission which may affect the validity and enforceability of each of such agreements.

7. Liabilities for Breach of Contract

- 7.1 If any party (“**Defaulting Party**”) breaches any provision of this Agreement, which causes damage to the other party (“**Non-defaulting Party**”), the Non-defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) business days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may immediately take the actions pursuant to this Agreement or take other remedies in accordance with laws.

7.2 If the Borrowers fail to repay the Loan pursuant to the terms under this Agreement, they will be liable for a penalty interest accrued upon the amount due and payable at a daily interest rate of 0.02% until the Loan as well as any penalty interest and any other amount accrued thereupon are fully repaid by the Borrowers.

8. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to an internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the **Lender: Xi'an Jingxundi Supply Chain Technology Co., Ltd.**

Address: ***

Attention: ***

If to the **Borrowers:**

Qin Miao

Address: ***

Yayun Li

Address: ***

Pang Zhang

Address: ***

9. Confidentiality

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless: (a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

10. Applicable Law and Dispute Resolution

- 10.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 10.2 Any disputes arising from the interpretation and implementation of this Agreement shall be firstly solved through the Parties' friendly negotiations. In case that the consensus on settlement of such disputes is not reached within 30 days after any Party asks the other party to reach solution through friendly negotiations, any Party can submit the disputes to Beijing Arbitration Commission, which gives verdict according to the prevailing arbitration rule at that time. The arbitration shall take place in Beijing and language for arbitration shall be Chinese. The arbitration award is final and binding on each party. The arbitral tribunal can order the Borrowers to compensate the losses of the Lender with the Borrower Company's equity interests, assets or property rights and interests, reach judgment of mandatory relief through mandatory transfer of related business or assets or order the Borrowers to declare bankruptcy. After the arbitration award becomes effective, any Party is entitled to petition the relevant court to execute the arbitration award. If necessary, the arbitral institution is entitled to order the Defaulting Party to cease the breach of this Agreement or refrain from actions that would increase the losses to the Lender before making final verdict for the disputes of all parties. The courts in Hong Kong, Cayman Islands, China or other places with right of jurisdiction (including the court in the place of the Borrower Company, or the court in the place of main asset of the Lender or the Borrower Company shall be deemed as the court with right of jurisdiction) similarly are entitled to confer or execute the verdict of the arbitral tribunal and is also entitled to make judgment or execute temporary relief for the equity or property interests in the Borrower Company, and give verdict or judgment of providing certain temporary relief for the party instigating the arbitration before the establishment of arbitral tribunal or in other appropriate circumstances, such as reaching verdict or judgment of ordering the Defaulting Party to cease the breaching of this Agreement or not to cause additional losses to the Lender.
- 10.3 In the arbitration for any disputes arising from the interpretation and implementation of this Agreement, the Parties herein shall continue executing other rights and obligations herein respectively except the matters herein in dispute.

10.4 Due to the issuing or alteration of any the PRC laws, rules or regulations or due to the change in interpretation or application of such laws, rules or regulations any time after the signing date, the following agreement shall be applicable: to the extent permitted by the PRC laws, (a) if the alteration of laws or newly issued regulations are more preferential for a Party compared to the relevant laws, decrees, orders or regulations that were in effect on the signing date hereof, each Party shall actively and immediately apply for obtaining the benefits brought by the modification or new regulations and put forth their best effort to obtain the approval for the application; or (b) in case that any Party's economic benefit is directly or indirectly adversely influenced due to the alteration of foregoing laws or newly issued regulations, this Agreement shall be continuously executed as scheduled. All parties shall obtain the exemption from the altered or new regulations through legal means. If the negative effect on the economic benefit of any Party cannot be resolved under this Agreement, all Parties shall immediately negotiate and make all necessary alterations to this Agreement after receiving the notification of the affected Party to safeguard the economic benefit of the affected Party.

11. Miscellaneous

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 This Agreement shall be effective as of the date of its execution, and expire until the Parties have performed their respective obligations under this Agreement.
- 11.3 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.4 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 11.5 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement.
- 11.6 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.

- 11.7 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.8 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 11.9 Unless with prior written consent from the Lender, the Borrowers may not assign any of their rights and obligations under this Agreement to any third party.
- 11.10 This Agreement is made in four (4) originals with each Party holding one (1) original. Each original has the same effect.

(No text below)

(This page is intentionally left blank and is the signing page of this Loan Agreement)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date and at the address first above written.

Xi'an Jingxundi Supply Chain Technology Co., Ltd. (seal)

/s/ Xi'an Jingxundi Supply Chain Technology Co., Ltd.

(Seal of Xi'an Jingxundi Supply Chain Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Loan Agreement)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date and at the address first above written.

Qin Miao

By: /s/ Qin Miao

(This page is intentionally left blank and is the signing page of this Loan Agreement)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date and at the address first above written.

YayunLi

By: /s/ Yayun Li

(This page is intentionally left blank and is the signing page of this Loan Agreement)

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date and at the address first above written.

Pang Zhang

By: /s/ Pang Zhang

Schedule A

The following schedule sets forth information about the loan agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Loan Amount</u>	<u>Effective Date</u>	<u>Execution Date</u>
Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	Lender: Beijing Jingdong Jiankang Co., Ltd. Borrowers: Qin Miao, Yayun Li and Pang Zhang	Amount: an aggregate of RMB1,000,000, of which RMB450,000 will be provided to Qin Miao, RMB300,000 will be provided to Yayun Li and RMB250,000 will be provided to Pang Zhang	September 16, 2022	September 16, 2022
Guangdong Jingxi Logistics Technology Co., Ltd.	Lender: Jingdong Logistics Supply Chain Co., Ltd. Borrowers: Jian Cui and Dingkai Yu	Amount: an aggregate of RMB5,000,000, of which RMB2,500,000 will be provided to Jian Cui and RMB2,500,000 will be provided to Dingkai Yu	January 25, 2021	January 25, 2021

Shareholder Voting Rights Entrustment Agreement

This Shareholder Voting Rights Entrustment Agreement (hereinafter referred to as the “**Agreement**”) is signed among following Parties on September 16, 2022 in Beijing, the People’s Republic of China (the “**PRC**”).

- Party A:** Xi’an Jingxundi Supply Chain Technology Co., Ltd., a limited liability company, organized and existing under the PRC laws, with its address at Building 5, SkyCity Central Square, East Chang’An Street No.666, National Civil Space Industrial Base, Xi’an, Shaanxi, China.
- Party B:** Qin Miao, a Chinese citizen with Chinese Identification No.: ***; and
Yayun Li, a Chinese citizen with Chinese Identification No.: ***; and
Pang Zhang, a Chinese citizen with Chinese Identification No.: ***; and
- Party C:** Xi’an Jingdong Xincheng Information Technology Co., Ltd., a limited liability company organized and existing under the laws of PRC, with its address at Building 5, SkyCity Central Square, East Chang’An Street No.666, Aerospace Base, Xi’an, Shaanxi, China.

Whereas:

1. Party B is the current shareholder of Party C. By the signing date of this Agreement, Party B held all of Party C’s equity (hereinafter referred to as “**Party C’s Equity Interest**”); Party A is a wholly foreign-owned enterprise registered in Shaanxi Province, China
2. Party A is 100% directly held by JD Logistics Holding Limited (a company registered under the laws of Hong Kong) (the “**Hong Kong Company**”), and the Hong Kong Company is 100% directly held by JD Logistics, Inc. (a company registered under the laws of the Cayman Islands) (the “**Cayman Company**”).
3. The Parties hereunder signed an Exclusive Option Agreement (hereinafter referred to as the “**Exclusive Option Agreement**”) on the date hereof. To the extent permitted by the PRC laws and corresponding requirements, if Party A makes a purchase request based on its independent judgment:
(a) Party B shall transfer Party C’s Equity Interest that it holds to Party A, and/or its designee (hereinafter referred to as the “**Designee**”, who needs to be the Cayman Company or a subsidiary that is directly or indirectly wholly controlled by it) in whole or in part according to its requirements;
(b) Party C shall transfer all or part of its assets to Party A and/or the Designee according to its requirements.
4. The Parties to this Agreement entered into an Equity Interest Pledge Agreement (hereinafter referred to as the “**Equity Pledge Agreement**”) on the date hereof. Thus, Party B pledges all of the Equity Interest it holds in Party C (Party C’s Equity Interest) to Party A as pledge guarantee for the Contract Obligations and Secured Indebtedness thereunder.

5. Party A and Party B entered into a Loan Agreement (including revisions from time to time, hereinafter referred to as the “**Loan Agreement**”) on the date hereof. Pursuant to the Loan Agreement, the Pledgee provided a loan of RMB1,000,000 to the Pledgors in total, among which RMB450,000 was provided to Qin Miao, RMB300,000 was provided to Yayun Li, and RMB250,000 was provided to Pang Zhang.
6. Party A and Party C entered into an Exclusive Business Cooperation Agreement (including revisions from time to time, hereinafter referred to as the “**Business Cooperation Agreement**”) on the date hereof. Party A shall provide Party C with related exclusive technical services, technical consultations and other services based on the Business Cooperation Agreement.
7. To guarantee and protect the performance of the Business Cooperation Agreement and Party A’s lawful rights and interests, the Parties intend to sign this Agreement on matters such as Party B’s entrusted shareholder voting rights to Party A. Party B intends to authorize the individual or entity designated by Party A as its proxy to exercise its rights (defined as below) in Party C, while Party A intends to accept such arrangement.

The Parties agree as follows after friendly negotiation:

1. Proxy Rights

- 1.1 Party B severally and not jointly, unconditionally and irrevocably undertakes to sign the Power of Attorney (hereinafter referred to as the “**Power of Attorney**”) with the same content and format as shown in Appendix I of this Agreement the date hereof, and authorize Party A or Party A’s director of its overseas parent holding company and liquidator or other successor performing such director’s duties as agent (hereinafter referred to as the “**Trustee**”) according to Party A’s instructions to exercise all of its rights as Party C’s shareholder and rights representing Party B in exercising all shareholders’ rights in all matters of Party C according to Party C’s current articles of association, joint venture contract, Transaction Documents (as defined in the “**Equity Pledge Agreement**”), and applicable laws and regulations. However, the Trustee hereinbefore shall not be Party B or other shareholders of Party C. Such shareholder’s rights (hereinafter referred to as “**Proxy Rights**”) shall include but not limited to:

- 1) Exercising all of Party B's shareholder's rights, voting rights, as the shareholder of Party C, under the PRC laws (including all laws, rules, regulations, notices, interpretations or other binding documents promulgated by any central or regional legislative, administrative or judicial departments before or after signing this Agreement, which are hereinafter referred to as the "**PRC laws**") and Transaction Documents (as defined in the Equity Pledge Agreement) and Party C's articles of association and joint venture contract (including any other shareholders' voting rights specified after the articles of association and joint venture contract are revised), including but not limited to rights to share dividends, sell or transfer or pledge Party C's Equity Interest in part or in whole;
- 2) According to particular clauses of election of the legal representative in Party C's articles of association and joint venture contract, acting as Party C's legal representative, or Chairman of the Board of Directors, director, manager and/or designate, appoint or replace Party C's legal representative (Chairman of the Board of Directors), director, supervisor, CEO (or manager) and other senior managers on behalf of Party B; when the actions of the directors, supervisors or senior managers of Party C damage the interests of Party C or its shareholders, filing a lawsuit or taking other legal acts against them.
- 3) Signing documents to exercise shareholder rights related to Party C's Equity Interest (but not including signing Transaction Documents (as define in the Equity Pledge Agreement) or any revision thereof) and documents archived in the relevant company registry.
- 4) Proposing, convening and attending the general meeting of shareholders, and signing any relevant minutes of the general meeting, resolutions of the general meeting or other legal documents;
- 5) Making decisions on material matters related to Party C's business, and reviewing and approving all relevant reports and plans;
- 6) Exercising voting rights at the time of Party C's bankruptcy, liquidation, dissolution or termination on behalf of Party C's registered shareholders;
- 7) Exercising the rights to allocate Party C's residual assets after Party C's bankruptcy, liquidation, dissolution or termination;
- 8) Deciding matters relating to the submission and registration of documents regarding Party C to and with government agencies;
- 9) Lawfully exercising all of the shareholder's rights regarding disposition of Party C's assets, including but not limited to the rights to manage businesses about its assets, obtain its incomes and acquire its assets; and

- 10) Other rights of any shareholder stipulated in other applicable PRC laws, regulations and the articles of association of the company (as amended from time to time).
- 1.2 Without limiting generality of the power granted hereunder, Party A shall own the power and authorities hereunder, sign the share transfer contract (to which Party B must be a party) agreed and defined in the Exclusive Option Agreement on behalf of Party B, and perform the Equity Pledge Agreement and the Exclusive Option Agreement which were signed on the same day this Agreement was signed and to which Party B is also a party.
- 1.3 Party B as a shareholder of Party C shall not abuse its shareholder rights to the detriment of Party C's interests. If Party B abuses the rights of shareholders, Party A has the right to exercise the Purchase Right under the Exclusive Option Agreement.
- 1.4 Party B hereby specially undertakes that in case of Party C's bankruptcy, liquidation, dissolution or termination, all assets obtained by Party B after such bankruptcy, liquidation, dissolution or termination, including Party C's Equity Interest, shall be transferred to Party A for free or at the minimum prices to the extent permitted by the current PRC laws, or the current liquidator shall sell all of Party C's assets including the Equity Interest for the purpose of protecting interests of Party A's direct or indirect shareholders and/or the creditor's interests.
- 1.5 Party B agrees that Party A shall have rights to transfer the proxy rights to a third party at its discretion with respect to the matters under Article 1.1. The trustee and/or Party A shall exercise the proxy rights as if Party B is exercising its shareholder's rights personally. The proxy rights shall be granted and entrusted on the premise that the trustee is a member of Party A's Board of Directors, or a Chinese citizen designated by the Board of Directors through negotiation, and that Party B agrees to such authorization and consignment. When Party A notifies Party B in writing of replacing the trustee, Party B shall immediately agree that the other entity or Chinese citizen appointed by Party A may exercise such proxy rights, and sign the Power of Attorney with the content and format as shown in Appendix I of this Agreement. The new power of attorney shall supersede the original one once it is executed. Besides, Party B shall notify related personnel through a notice or other forms of announcement to announce or specify that the original Power of Attorney has been nullified. In addition, Party B shall not revoke the consignment and authorization for the trustee and/or Party A.
- 1.6 Subject to other terms of this Agreement (including but not limited to Article 12.1 and 12.2), Party B shall confirm and acknowledge all legal consequences resulting from the trustee's and/or Party A's exercising of above proxy rights, and undertake corresponding legal responsibilities.

- 1.7 All of the trustee's and/or Party A's behaviors related to Party C's Equity Interest and/or exercising of the proxy rights shall be deemed as Party B's own behaviors. And all documents (but not including Transaction Documents (as define in the Equity Pledge Agreement) or any revision thereof) signed by the trustee and/or Party A shall be assumed to have been signed by Party B. The trustee and/or Party A may act in their discretion without Party B's prior consent. Party B hereby specially acknowledge and approves the trustee's and/or Party A's such behaviors and/or documents.
- 1.8 Within the term of this Agreement, Party B agrees and confirms, without the prior written consent of Party A, shall not to personally perform all its shareholder rights related to Party C's Equity Interest which have been granted to Party A and/or the trustee.
- 1.9 In case that Party B is subject to death, incapacity, marriage, divorce, bankruptcy, liquidation, dissolution, or other circumstances which might impact its holding of Party C's Equity Interest, Party B's successor (including spouse, children, parents, siblings, grandparents) or current shareholder of Party C's Equity Interest or the assignee shall be deemed as a party to this Agreement and inherit/bear all of the Party B's rights and obligations under this Agreement.

2. Right to know

- 2.1 To exercise the proxy rights hereunder, Party A and/or the trustee shall have rights to obtain Party C's relevant information (including Party C's operations, businesses, customers, financial affairs and employees) and review relevant materials of Party C, while Party C shall be cooperative to help them acquire such information.

3. Exercise of the Proxy Rights

- 3.1 Party B shall fully assist the trustee and/or Party A in exercising the proxy rights, including promptly signing related legal documents when necessary (e.g. for the purpose of meeting requirements of documents which must be submitted for examination, approval, registration and archiving by government agencies, laws, rules, regulations, normative documents, corporate articles of association, joint venture contract, commands or orders of other government agencies), including but not limited to the Power of Attorney which specifies the scope of authorization (if stipulated by relevant laws, rules, regulations, articles of association, joint venture contract, or other normative documents).
- 3.2 Party B irrevocably agrees that when Party A makes a written request to exercise the proxy rights, Party B shall take actions to satisfy Party A's requests to exercise such rights in accordance with Party A's written request within three (3) days upon receiving the request.

3.3 Should the proxy rights hereunder cannot be authorized or exercised for any reason (other than Party B's or Party C's breach of this Agreement) at any time within the term of this Agreement, all Parties shall immediately seek an alternative plan the content of which is the consistent to this Agreement. If necessary, a supplemental agreement shall be signed to modify or revise terms of this Agreement, in order to continue realizing the purposes of this Agreement.

4. Disclaimer and Indemnification

4.1 The Parties of this Agreement confirm that in any case, Party A shall not be required to undertake any responsibility, make any economic or other compensations to any third party for its or its designated trustee's exercise of the proxy rights hereunder.

4.2 Subject to other terms of this Agreement (including but not limited to Article 12.1 and Article 12.2), Party B (but not including Investor Party B) and Party C agree to indemnify Party A from all actual or potential losses and damages for its or its designated trustee's exercise of the proxy rights, including but not limited to the losses arising from a third party's lawsuits, recovery, arbitrations or claims or government authorities' administrative surveys or punishments. However, Party A shall not be indemnified from the losses resulting from Party A's and/or the trustee's deliberate or gross negligence.

5. Representations and Warranties

5.1 Party B hereby severally and not jointly represents and warrants as follows:

5.1.1 Party B has completed and independent legal status and capacity. Besides, Party B has been legitimately authorized to sign, deliver and perform this Agreement as an independent subject of litigations.

5.1.2 Party B possesses the full power and authorities to sign and deliver this Agreement and all other documents related to transactions hereunder. Party B also possesses the full power and authorities to complete such transactions. This Agreement shall be legitimately and appropriately signed and delivered. It shall constitute legitimate and binding obligations, which shall be compulsorily fulfilled according to this Agreement.

5.1.3 Party B is Party C's legitimate shareholder registered with an administration for industry and commerce and recorded on the Register of Shareholders when this Agreement takes effects. The proxy rights shall not include any third-party rights except for those specified under this Agreement, the Equity Pledge Agreement, the Exclusive Option Agreement, the Loan Agreement and Transaction Documents (as defined in the Equity Pledge Agreement). According to this Agreement, Party A and/or the trustee may completely and fully exercise the proxy rights based on Party C's current articles of associations and joint venture contract.

5.1.4 Party B's signing, delivery or performance of this Agreement and completion of the transactions hereunder will not violate the PRC laws, or any agreements, contracts or other arrangements that Party B enters into with a third party.

5.2 Party A and Party C hereby represents and warrants as follows:

5.2.1 They are limited liability companies legitimately incorporated and validly existing under laws of their registered place. They have complete and independent legal status and capacity for signing, delivering and performing this Agreement as an independent subject of litigations.

5.2.2 They possess the full internal corporate power and authorities to sign and deliver this Agreement and all other documents related to transactions hereunder. They also possess the full power and authorities to complete such transactions.

5.3 Party C hereby further represents and warrants as follows:

5.3.1 Party B is Party C's lawful shareholder when this Agreement takes effects. The proxy rights shall not include any third-party rights except for those specified under this Agreement, the Equity Pledge Agreement, the Exclusive Option Agreement, the Loan Agreement and Transaction Documents (as defined in the Equity Pledge Agreement). According to this Agreement, Party A and/or the trustee may completely and fully exercise the proxy rights based on Party C's current articles of association and joint venture contract.

5.3.2 Party B's signing, delivery or performance of this Agreement and conclusion of the transactions hereunder will not violate the PRC laws, or any agreements, contracts or other arrangements that Party B enters into with a third party and is bound as one party.

6. Transfer

Party A shall be authorized to sublicense or transfer this Agreement and/or its rights related to this Agreement at its discretion without notifying Party B or Party C in advance, or Party B's or Party C's prior consent.

7. Term of the Agreement

- 7.1 On the premise that Party B or Party B's successor or current assignee of Party C's Equity Interest is Party C's shareholder, this Agreement shall be irrevocable and remain valid from the date of signing this Agreement unless otherwise instructed by Party A, or Party A terminates this Agreement according to Article 7.2 or Article 8 before it expires. Once Party A informs Party B in writing of terminating this Agreement in whole or in part or replacing the trustee, Party B shall immediately revoke its consignment and authorization for Party A and the trustee. Besides, Party B shall immediately sign a Power of Attorney in the format as shown in Appendix I of this Agreement to authorize and entrust other personnel or subjects nominated by Party A with the same terms of this Agreement according to Party A's written instructions.
- 7.2 This Agreement shall be automatically terminated: (a) on the date on which Party A or the Designee is formally registered as Party C's sole shareholder once the PRC laws stipulate that Party A or the Designee may directly hold Party C's Equity Interest and lawfully engage in Party C's businesses; or (b) if Party A or the Designee purchases all assets of Party C in accordance with the provisions of the Exclusive Option Agreement, and legally engage in Party C's business by using Party C's assets.

8. Liability for Breach of Contract

- 8.1 Subject to other terms of this Agreement (including but not limited to Article 12.1 and 12.2), All Parties of this Agreement agree and confirm that if any party (hereinafter referred to as the "**Defaulting Party**") violates any clause hereunder, or fails to perform or delays its performance of any obligation hereunder, such party shall be deemed to have constituted a breach of this Agreement (hereinafter referred to as "**breach**"). In this case, any of other non- Breaching Parties (hereinafter referred to as the "**Non-Defaulting Parties**") shall have rights to ask the Defaulting Party to take corrective or remedial actions within a reasonable deadline. If the Defaulting Party fails to take corrective or remedial actions within a reasonable term or within ten (10) days after the other Party notifies the Defaulting Party in writing and makes the request for correction:
- 8.1.1 The Non-Defaulting Parties shall have rights to unilaterally and immediately terminate this Agreement and ask the Defaulting Party to compensate for damages provided that Party B or Party C is the Defaulting Party;

8.1.2 If Party A is the Defaulting Party, the Non-Defaulting Parties shall indemnify Party A from the compensation for damages. Unless otherwise specified by laws, this Agreement shall not be terminated or rescinded in any other cases.

8.2 Notwithstanding other provisions of this Agreement, Article 8 shall survive the termination of this Agreement.

9. Confidentiality

All Parties admit that all oral or written materials exchanged with respect to this Agreement are confidential. All Parties are required to keep such materials confidential. Without the prior written consent of all other Parties, no party is allowed to disclose any related materials to a third party unless in following cases: (a) Such materials have been known to the public (but not disclosed by the party receiving such materials); (b) The materials are required to be disclosed by applicable laws or rules of any securities exchange; or (c) Any party of this Agreement discloses the materials to its legal adviser or financial adviser regarding the transactions specified hereunder, while such legal adviser or financial adviser is also bound by the same confidentiality obligations as those under this article; or (d) Any party that is a limited partnership (or a direct or indirect affiliate or subsidiary of a limited partnership) discloses the above confidential information to the general partner, manager and existing or potential limited partners of the limited partnership. The disclosure of any confidential information by staff or organizations hired by any party of this agreement shall be deemed as such party's disclosure of such confidential materials, and such party shall undertake legal responsibilities for violating this Agreement. This article shall survive the termination of this Agreement regardless of the reason why this Agreement is terminated.

10. Governing Laws and Dispute Resolution

10.1 The signing, effectiveness, interpretation, performance, modification and termination of this Agreement as well as dispute resolution hereunder shall be governed by the PRC laws.

- 10.2 In case that any dispute occurs in interpreting and performing this Agreement, the Parties of this Agreement shall firstly try to resolve it through friendly negotiation. If the Parties fail to reach a consensus on such dispute resolution through negotiation within thirty (30) days as required by any party, any party may submit such dispute to the Beijing Arbitration Commission, which will resolve the dispute through arbitration according to current effective arbitration rules. The arbitration shall be performed in Beijing in Chinese. The arbitration awards shall be final and binding on all Parties. After arbitration awards take effect, any party shall be authorized to apply to a competent court for enforcing arbitration awards. The arbitration tribunal may decide upon compensation with respect to Party C's rights and interests in the Equity Interest, assets or property, or compensate Party A for the losses resulting from other Parties' breach of this Agreement, adjudicate compulsory remedies or order Party C to go bankrupt regarding related businesses or compulsory asset transfer. If necessary, arbitration organizations shall have rights to firstly ask the Defaulting Party to immediately stop its defaults before giving the final awards on disputes of all Parties concerned, or prohibit the Defaulting Party from conducting acts which might aggravate Party A's losses. Courts of Hong Kong, Cayman Islands or other competent courts (including courts of the place where Party C lives, or courts of the place where Party C's or the Party A's main assets are) shall have rights to grant or execute awards of an arbitration tribunal. They shall have rights to adjudicate or enforce temporary relief with respect to Party C's rights and interests in the Equity Interest or property. They shall also have rights to offer temporary relief to the party making a request for arbitration by giving awards or judgments before the tribunal court forms. For instance, the Defaulting Party may be adjudicated or arbitrated to immediately suspend their breaches or forbidden to conduct any act which might further aggravate the Party A's losses.
- 10.3 When any dispute occurs in interpreting or performing this Agreement, or any dispute is under arbitration, all Parties of this Agreement shall continue exercising their rights and performing their respective obligations hereunder except for disputed matters.
- 10.4 If any law, rule or regulation of the PRC are promulgated or revised after the date of signing this Agreement, or the interpretation or applicability of such laws, rules or regulations changes, the following provisions shall apply: in the case of the PRC laws permitting (a) If the revised laws or newly promulgated rules are more beneficial for any party than pertinent laws, rules or regulations which take effects after signing this Agreement without imposing material adverse impacts upon other Parties, the Parties of this Agreement shall promptly apply for gaining benefits from such modifications or new rules and try their best to have the application approved; or (b) The original clauses of this agreement shall further prevail if such revised laws or newly enacted rules directly or indirectly impose material adverse impacts upon any party's economic benefits hereunder. The Parties shall try to be exempt from obeying these revised laws or new rules by all lawful means. If the adverse impacts on any party's economic benefits can't be alleviated according to this Agreement, all Parties shall promptly negotiate with each other and make all necessary revisions to this Agreement after the affected party notifies all other Parties, in order to perform all such requisite revisions and protect the affected party's economic benefits.

11. Notices

- 11.1 All notices and other communications which are issued as required or permitted by this Agreement shall be delivered by special personnel or sent to corresponding Parties' address and fax number listed on Appendix II through registered mail, postage prepaid, commercial express delivery services or fax. Such notices shall be deemed to have been delivered as follows:

11.1.1 The notices shall be deemed to have been delivered to the designated address on the date of sending or rejection if they are delivered by special personnel, express delivery services or registered mail, postage prepaid.

11.1.2 The notices shall be deemed to have been delivered if they are sent by fax, confirmed by automatically generated information on delivery. (It should be evidenced by an automatically generated delivery confirmation)

11.2 Any party may issue a notice to all other Parties according to this article to inform them of the address or fax number changed from time to time.

12. Others

12.1 Notwithstanding any other provision of this Agreement or other Transaction Documents (as defined in the Equity Pledge Agreement) or any other document or law, Party B's obligations and responsibilities under this Agreement are several and non-joint. This clause shall survive for the terminating this Agreement regardless of the reason why this Agreement is terminated.

12.2 Notwithstanding any other provision of this Agreement or other Transaction Documents (as defined in the Equity Pledge Agreement) or any other document or law, (1) Party A shall not exercise any of its powers under this Agreement regarding to any Investor Party B, unless Party A exercises this power to all Party B at the same time or all directors of Cayman Company agree otherwise; (2) Investor Party B's all and any obligations or liabilities under this Agreement and other Transaction Documents (as defined in the Equity Pledge Agreement) are limited to the respective Equity Interest of Party C held by them. Except for the Equity Interest of Party C held by the Investor Party B, no party may make any claims on the other assets of the Investor Party B in respect of all or any obligations under this Agreement and other Transaction Documents (as defined in the Equity Pledge Agreement); and (3) if the Investor Party B violates any warranties, undertakings, agreements, representations or conditions of this Agreement, the Equity Pledge Agreement, the Exclusive Option Agreement, the Business Cooperation Agreement, the Loan Agreement or other Transaction Documents (as defined in the Equity Pledge Agreement), Party A's sole right is to exercise the Pledge to Party C's Equity Interest held by the Investor Party B in accordance with Article 8 of the Equity Pledge Agreement, or exercise the right to purchase the Equity Interest of Party C held by the Investor Party B in accordance with the Exclusive Option Agreement. However, Investor Party B does not assume any other liability for Party A or any other person. This clause shall survive the termination of this Agreement whatever the reason for terminating this Agreement.

- 12.3 All revisions, modifications and supplementations of this Agreement shall be in writing. They shall take effects after they are signed or stamped by all Parties hereunder and governmental registration procedures (if applicable) are completed.
- 12.4 Party A may unilaterally notify Party B and Party C in writing anytime of unconditionally terminating this Agreement at discretion without assuming any responsibility. Party B and Party C shall have no rights to unilaterally terminate this Agreement.
- 12.5 If revision of this Agreement is proposed by the Stock Exchange of Hong Kong Limited or other regulatory institutions, or is required according to securities listing regulations of the Stock Exchange of Hong Kong Limited or related regulations, rules and guiding requirements, this Agreement shall be revised by the Parties reasonably.
- 12.6 All expenses and actual outlays related to this Agreement, including but not limited to lawyers' fees, flat costs, stamp duties, any other taxes and fees, shall be borne by Party C.
- 12.7 This Agreement is made in five (5) copies. Each party shall hold one (1) copy. All copies shall have equal legal forces.

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(This page is intentionally left blank and is the signing page of this Shareholder Voting Rights Entrustment Agreement)

IN WITNESS WHEREOF, the Parties have executed this Shareholder Voting Rights Entrustment Agreement as of the date and at the address first above written.

Xi'an Jingxundi Supply Chain Technology Co., Ltd. (seal)

/s/ Xi'an Jingxundi Supply Chain Technology Co., Ltd.

(Seal of Xi'an Jingxundi Supply Chain Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Shareholder Voting Rights Entrustment Agreement)

IN WITNESS WHEREOF, the Parties have executed this Shareholder Voting Rights Entrustment Agreement as of the date and at the address first above written.

Xi'an Jingdong Xincheng Information Technology Co., Ltd. (seal)

/s/ Xi'an Jingdong Xincheng Information Technology Co., Ltd.
(Seal of Xi'an Jingdong Xincheng Information Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Shareholder Voting Rights Entrustment Agreement)

IN WITNESS WHEREOF, the Parties have executed this Shareholder Voting Rights Entrustment Agreement as of the date and at the address first above written.

Qin Miao

By: /s/ Qin Miao

(This page is intentionally left blank and is the signing page of this Shareholder Voting Rights Entrustment Agreement)

IN WITNESS WHEREOF, the Parties have executed this Shareholder Voting Rights Entrustment Agreement as of the date and at the address first above written.

Yayun Li

By: /s/ Yayun Li

(This page is intentionally left blank and is the signing page of this Shareholder Voting Rights Entrustment Agreement)

IN WITNESS WHEREOF, the Parties have executed this Shareholder Voting Rights Entrustment Agreement as of the date and at the address first above written.

Pang Zhang

By: /s/ Pang Zhang

Appendix I. Power of Attorney

Date: September 16, 2022

Shareholder Qin Miao (the “Shareholder”) is registered to hold 45% Equity Interest of Xi’an Jingdong Xincheng Information Technology Co., Ltd. (the “**Company**”). The Shareholder hereby irrevocably exclusively authorizes Xi’an Jingxundi Supply Chain Technology Co., Ltd. (the “Attorney”) and its designated representative attorney to exercise the proxy rights mentioned and defined in the Shareholder Voting Rights Entrustment Agreement (this “**Agreement**”) concluded among the Shareholder, the Company and the Attorney on September 16, 2022.

This Power of Attorney shall take effects on the same day as this Agreement and it is irrevocable.

Shareholder seal: Qin Miao

Signature: /s/ Qin Miao

Appendix I. Power of Attorney

Date: September 16, 2022

Shareholder Yayun Li (the “Shareholder”) is registered to hold 30% Equity Interest of Xi’an Jingdong Xincheng Information Technology Co., Ltd. (the “**Company**”). The Shareholder hereby irrevocably exclusively authorizes Xi’an Jingxundi Supply Chain Technology Co., Ltd. (the “Attorney”) and its designated representative attorney to exercise the proxy rights mentioned and defined in the Shareholder Voting Rights Entrustment Agreement (this “**Agreement**”) concluded among the Shareholder, the Company and the Attorney on September 16, 2022.

This Power of Attorney shall take effects on the same day as this Agreement and it is irrevocable.

Shareholder seal: Yayun Li

Signature: /s/ Yayun Li

Appendix I. Power of Attorney

Date: September 16, 2022

Shareholder Pang Zhang (the “Shareholder”) is registered to hold 25% Equity Interest of Xi’an Jingdong Xincheng Information Technology Co., Ltd. (the “**Company**”). The Shareholder hereby irrevocably exclusively authorizes Xi’an Jingxundi Supply Chain Technology Co., Ltd. (the “Attorney”) and its designated representative attorney to exercise the proxy rights mentioned and defined in the Shareholder Voting Rights Entrustment Agreement (this “**Agreement**”) concluded among the Shareholder, the Company and the Attorney on September 16, 2022.

This Power of Attorney shall take effects on the same day as this Agreement and it is irrevocable.

Shareholder seal: Pang Zhang

Signature: /s/ Pang Zhang

Appendix II

For the purpose of notices, all Parties' addresses are specifically indicated as follows:

Party A:

Address: ***

Receipt: ***

Party B:

Qin Miao

Address: ***

Yayun Li

Address: ***

Pang Zhang

Address: ***

Party C:

Address: ***

Receipt: ***

Schedule A

The following schedule sets forth information about the shareholder voting rights entrustment agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Execution Date</u>
Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	Party A: Beijing Jingdong Jiankang Co., Ltd. Party B: Qin Miao, Yayun Li and Pang Zhang Party C: Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	September 16, 2022
Guangdong Jingxi Logistics Technology Co., Ltd.	Party A: Jingdong Logistics Supply Chain Co., Ltd. Party B: Jian Cui and Dingkai Yu Party C: Guangdong Jingxi Logistics Technology Co., Ltd.	January 25, 2021

Power of Attorney

Date: September 16, 2022

Shareholder Qin Miao (the “Shareholder”) is registered to hold 45% Equity Interest of Xi’an Jingdong Xincheng Information Technology Co., Ltd. (the “**Company**”). The Shareholder hereby irrevocably exclusively authorizes Xi’an Jingxundi Supply Chain Technology Co., Ltd. (the “Attorney”) and its designated representative attorney to exercise the proxy rights mentioned and defined in the Shareholder Voting Rights Entrustment Agreement (this “**Agreement**”) concluded among the Shareholder, the Company and the Attorney on September 16, 2022.

This Power of Attorney shall take effects on the same day as this Agreement and it is irrevocable.

Shareholder seal: Qin Miao

Signature: /s/ Qin Miao _____

Power of Attorney

Date: September 16, 2022

Shareholder Yayun Li (the "Shareholder") is registered to hold 30% Equity Interest of Xi'an Jingdong Xincheng Information Technology Co., Ltd. (the "**Company**"). The Shareholder hereby irrevocably exclusively authorizes Xi'an Jingxundi Supply Chain Technology Co., Ltd. (the "Attorney") and its designated representative attorney to exercise the proxy rights mentioned and defined in the Shareholder Voting Rights Entrustment Agreement (this "**Agreement**") concluded among the Shareholder, the Company and the Attorney on September 16, 2022.

This Power of Attorney shall take effects on the same day as this Agreement and it is irrevocable.

Shareholder seal: Yayun Li

Signature: /s/ Yayun Li _____

Power of Attorney

Date: September 16, 2022

Shareholder Pang Zhang (the “Shareholder”) is registered to hold 25% Equity Interest of Xi’an Jingdong Xincheng Information Technology Co., Ltd. (the “**Company**”). The Shareholder hereby irrevocably exclusively authorizes Xi’an Jingxundi Supply Chain Technology Co., Ltd. (the “Attorney”) and its designated representative attorney to exercise the proxy rights mentioned and defined in the Shareholder Voting Rights Entrustment Agreement (this “**Agreement**”) concluded among the Shareholder, the Company and the Attorney on September 16, 2022.

This Power of Attorney shall take effects on the same day as this Agreement and it is irrevocable.

Shareholder seal: Pang Zhang

Signature: /s/ Pang Zhang _____

Schedule A

The following schedule sets forth information about the power of attorney substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Execution Date</u>
Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	Qin Miao Yayun Li Pang Zhang	September 16, 2022 September 16, 2022 September 16, 2022
Guangdong Jingxi Logistics Technology Co., Ltd.	Jian Cui Dingkai Yu	January 25, 2021 January 25, 2021

Share Pledge Agreement

This Share Pledge Agreement (hereinafter referred to as this “Agreement”) has been executed by and among the following parties on September 16, 2022 in Beijing:

- Party A: **Xi’an Jingxundi Supply Chain Technology Co., Ltd.**, a limited liability company organized and existing under the PRC laws, with its address at Building 5, SkyCity Central Square, East Chang’An Street No.666, National Civil Space Industrial Base, Xi’an, Shaanxi, China (hereinafter referred to as the “**Pledgee**”).
- Party B: **Qin Miaou**, Chinese Identification No. ***
Yayun Li, Chinese Identification No. ***;
Pang Zhang, Chinese Identification No. ***. (All Party B hereinafter collectively referred to as the “**Pledgors**”)
- Party C: **Xi’an Jingdong Xincheng Information Technology Co., Ltd.**, a limited liability company organized and existing under the PRC laws, with its address at Building 5, SkyCity Central Square, East Chang’An Street No.666, Aerospace Base, Xi’an, Shaanxi, China.

In this Agreement, each of the Pledgee, the Pledgors and Party C shall be hereinafter referred to as a “**Party**” respectively, and as the “**Parties**” collectively.

Whereas:

1. The Pledgors as of the signing date hereof are shareholders of Party C, and hold 100% of the Equity Interest of Party C, among which Qin Miao holds 45% of the Equity Interest (corresponding to Party C’s capital contribution of RMB450,000), Yayun Li holds 30% of the Equity Interest (corresponding to Party C’s capital contribution of RMB300,000), and Pang Zhang holds 25% of the Equity Interest (corresponding to Party C’s capital contribution of RMB250,000). Party C is a limited liability company registered in Shanxi, China.
2. The Pledgee is wholly and directly held by JD Logistics Holding Limited (a company registered under the laws of Hong Kong) (the “**Hong Kong Company**”), and the Hong Kong Company is wholly and directly held by JD Logistics, Inc. (a company registered under the laws of the Cayman Islands) (the “**Cayman Company**”).
3. The Pledgee is a wholly foreign owned enterprise registered in Xi’an, Shaanxi Province, China. The Pledgee and Party C executed the Exclusive Business Cooperation Agreement (including revisions from time to time, hereinafter referred to as the “**Business Cooperation Agreement**”) on the date hereof. The Pledgee provides relevant exclusive technical services, technical consultations and other services to Party C based on the Business Cooperation Agreement.

4. The Parties of this Agreement executed an Exclusive Option Agreement (including revisions from time to time, hereinafter referred to as the “**Exclusive Option Agreement**”) on the date hereof. To the extent permitted by the PRC laws and corresponding requirements, if the Pledgee decides to make the purchase request in its sole discretion: (a) the Pledgors shall transfer all or part of their Equity Interest held in Party C to the Pledgee and/or its designee (hereinafter referred to as the “**Designee**”, who needs to be the Cayman Company or a subsidiary that is directly or indirectly wholly controlled by it) according to its requirements; (b) Party C shall transfer all or part of its assets to the Pledgee and/or the Designee according to the requirements of the Pledgee and/or the Designee.
5. The Parties of this Agreement executed a Shareholder Voting Rights Entrustment Agreement (including revisions from time to time, hereinafter referred to as the “**Shareholder Voting Rights Entrustment Agreement**”) on the date hereof. The Pledgors have irrevocably entrusted the person designated by the Pledgee with the full power to exercise all their rights to entrust and vote as Party C’s shareholder.
6. The Pledgee and the Pledgors executed a Loan Agreement (including revisions from time to time, hereinafter referred to as the “**Loan Agreement**”) on the date hereof. Pursuant to the Loan Agreement, the Pledgee provided a loan of RMB1,000,000 to the Pledgors in total, among which RMB450,000 was provided to Qin Miao, RMB300,000 was provided to Yayun Li, and RMB250,000 was provided to Pang Zhang.
7. As the Pledgors’ guarantee of the performance of the Contract Obligations (as defined below) and the settlement of the Secured Indebtedness (as defined below), the Parties intend to execute this Agreement on the provision of Equity Interest pledge by Party B to Party A. The Pledgors severally and not jointly pledge all the Equity Interest they held in Party C to the Pledgee to provide pledge guarantee for securing the complete and due performance of such obligations and debt. Party C agrees with such equity interest pledge arrangements.

1. Definitions

Unless otherwise provided herein, the terms below shall have the following meanings:

- 1.1 “**Pledge**”: shall refer to the Security Interest granted by the Pledgors to the Pledgee pursuant to Article 2 of this Agreement, i.e., the right of the Pledgee to be paid in priority with the Equity Interest based on the monetary valuation that such Equity Interest is converted into or from the proceeds from the auction or sale of the Equity Interest.

- 1.2 **“Equity Interest”** shall refer to all Party C’s equity interest lawfully held by the Pledgors from the effective date of this Agreement, such that the Pledgors have rights to dispose and pledge it to the Pledgee according to provisions of this Agreement as guarantee for Party C’s fulfillment of its Contractual obligations and Secured Indebtedness hereunder (including the Pledgors’ Equity Interest constituting Party C’s registered capital and all related Equity Interest, including all of the equity interests, revenues, preferences of Party C currently or in the future owned by Pledgors, all the account receivables and liquidated damages with respect to the equity interests of Party C owned by Pledgors, and bonuses, dividends and other payment distributed to the Pledgors by Party C) and increase Equity Interest as per Article 6.7 of this Agreement.
- 1.3 **“Term of the Pledge”** shall refer to the term set forth in Article 3 of this Agreement.
- 1.4 **“Event of Default”** shall refer to any of the circumstances set forth in Article 7 of this Agreement.
- 1.5 **“Notice of Default”** shall refer to the notice issued by the Pledgee in accordance with this Agreement declaring an Event of Default.
- 1.6 **“Contract Obligations”** shall refer to all the obligations of the Pledgors under the Exclusive Option Agreement, the Shareholder Voting Rights Entrustment Agreement, and the Loan Agreement; and all the obligations of Party C under the Transaction Agreement; and all the obligations of the Pledgors and Party C under this Agreement.
- 1.7 **“Transaction Agreement”** shall refer to this Agreement, the Business Cooperation Agreement, as well as the Exclusive Option Agreement, the Loan Agreement, and the Shareholder Voting Rights Entrustment Agreement issued by the Pledgors to the Pledgee, or one or more of them.
- 1.8 **“Secured Indebtedness”** shall refer to (a) all debts that Party C owes to the Pledgee, including but not limited to consultation and service fees that Party C shall pay to the Pledgee according to the Business Cooperation Agreement (whatever on the given maturity date, ahead of time or in other ways), and the interest, liquidated damages(if any), compensation, lawyers’ fees, arbitration fees, and fees for exercising rights of pledge such as Equity Interest evaluation and auction; (b)all the direct, indirect and derivative losses and losses of anticipated profits, suffered by the Pledgee, incurred as a result of any Event of Default by the Pledgors or Party C. The amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of the Pledgee, (c)all expenses occurred in connection with enforcement by the Pledgee of the Pledgors and/or Party C’s Contract Obligations, and (d) any loans provided by the Pledgee to the Pledgors pursuant to Article 6.9 hereunder. Subject to other terms of this Agreement (including but not limited to Article 19.1 and 19.2), the amount of credit guaranteed by Party B shall not be less than RMB1,000,000, among which the amount of credit guaranteed by Qin Miao shall not be less than RMB450,000, the amount of credit guaranteed by Yayun Li shall not be less than RMB300,000 and the amount of credit guaranteed by Pang Zhang shall not be less than RMB250,000.

- 1.9 “**PRC laws**” shall include all laws, regulations, rules, notices, interpretations or other binding documents legislated by any central or regional legislation, administrative or judicial department before or after the execution of this Agreement.
- 1.10 “**Security Interest**” shall include security, mortgage, third-party rights or Interest, all rights to purchase Equity Interest, rights of acquisition, pre-emptive rights, rights of set-off, retained title or other collateral arrangements.

2. Pledge

- 2.1 The Pledgors hereby severally and not jointly pledge the respective Equity Interest to the Pledgee in the first order of priority to guarantee prompt and full repayment of Secured Indebtedness and performance of Contract Obligations. Party C agrees that the Pledgors may pledge the Equity Interest to the Pledgee as per this Agreement.
- 2.2 All Parties understand and acknowledge that the estimated monetary value generated for Secured Indebtedness or related estimated value shall be changeable and floating until the settlement date (refer to Article 2.4 for the definition). The Pledgors and the Pledgee may adjust and confirm the maximum amount of Secured Indebtedness secured by the Equity Interest from time to time by the settlement date by revising and supplementing this Agreement with both Parties’ consent in case of any change to the estimated monetary value of Secured Indebtedness and Equity Interest.
- 2.3 In any of following events (hereinafter referred to as “**Events for Settlement**”), the value of Secured Indebtedness shall be determined based on the total amount of payable guaranteed that is not paid to the Pledgee on the latest date before any event for settlement occurs or on the date of the event (hereinafter referred to as “**Confirmed Debts**”):
- (a) The Business Cooperation Agreement has expired or has been terminated according to the relevant articles;
 - (b) The Pledgee issues a Notice of Default to the Pledgors as per Article 7.3, because any Event of Default specified in Article 7 of this Agreement has occurred and is still unsolved;

- (c) After proper investigation, the Pledgee reasonably determines that Party B and/or Party C have become insolvent or might become insolvent; or
 - (d) Any other event occurs, under which Secured Indebtedness shall be determined as provided by the PRC laws.
- 2.4 To avoid ambiguity, the date on which the event for settlement occurs shall be deemed the settlement date (hereinafter referred to as the “**Settlement Date**”). The Pledgee shall have rights to exercise the Pledge according to Article 8 at its discretion on the Settlement Date or thereafter.
- 2.5 Within the Term of the Pledge (as defined in Article 3.1), the Pledgee shall have rights to accept any dividend, bonus or other distributable interests generated because of the Equity Interest and use it to give priority to the Pledgee. The Pledgors shall deposit or cause Party C to deposit such fructus in the account designated by the Pledgee in writing after receiving the Pledgee’s written requirements. The Pledgors shall not withdraw such fructus deposited in the account deposited in the account designated by the Pledgee in writing without the written consent of the Pledgee.
- 2.6 Within the term of this Agreement, the Pledgee shall not assume any responsibility for any Equity Interest depreciation unless otherwise caused by the Pledgee’s intentions or gross negligence. In this case, the Pledgors shall have no right to make any claim or request to the Pledgee.
- 2.7 Without violating Article 2.6 of this Agreement, the Pledgors agree that the Pledgee may auction or sell the Equity Interest on behalf of the Pledgors anytime provided that any value of the Equity Interest is likely to decline and thereby probably impairs the Pledgee’s Rights, and the Pledgors agree that the proceeds from such auction or sales shall be used for debt repayment or such money shall be held in escrow by a notary office of the area where the Pledgee is (All expenses thereby incurred shall be deducted from the proceeds from such auctions or sales).
- 2.8 The Equity Interest pledge hereunder is a continuous guarantee. It shall be effective until full performance of all Contract Obligations and full repayment of Secured Indebtedness. The Pledgee’s exemption or tolerance of the Pledgors’ any default or the Pledgee’s late exercising of any right under the Transaction Agreement and this Agreement shall not affect the Pledgee’s subsequent rights to require the Pledgors or Party C to strictly perform the Transaction Agreement and this Agreement thereafter according to this Agreement, the relevant PRC laws and the Transaction Agreement, or affect the Pledgee’s subsequent rights against the Pledgor’s or Party C’s breach of the Transaction Agreement and/or this Agreement.

3. Term of the Pledge

- 3.1 The pledge shall take effect from the date of registration of the pledge of the Equity Interest under this Agreement at the registration of the industrial and commercial administration department (hereinafter referred to as the “**Registration Authority**”) of the locality of Party C. The validity period of the pledge (hereinafter referred to as the “**Term of the Pledge**”) is from the effective date mentioned above until (a) the last Secured Indebtedness and Contract Obligations guaranteed by the Pledge are fully paid and fulfilled; or(b) the Pledgee and/or the Designee shall, subject to the PRC laws, decide to purchase the entire Equity Interest of Party C held by the Pledgors in accordance with the Exclusive Option Agreement, and the Equity Interest of Party C has been transferred to the Pledgee and/or the Designee in accordance with the laws, and the Pledgee and the Designee can legally engage in the business of Party C; or(c) The Pledgee and/or the Designee decides to purchase all the assets of Party C in accordance with the Exclusive Option Agreement subject to the PRC laws, and all the assets of Party C have been transferred to the Pledgee and/or the Designee in accordance with the laws, and the Pledgee and the Designee can legally engage in the business of Party C using the above assets; or(d) The Pledgee unilaterally requests termination of this Agreement (the right of the Pledgee to terminate this Agreement is the right without any restrictive conditions, and the right is only enjoyed by the Pledgee. The Pledgors or Party C does not have the right to terminate this Agreement unilaterally); or(e) Termination in accordance with the requirements of applicable PRC laws and regulations.
- 3.2 During the Term of the Pledge, if Party B and/or Party C fails to perform its Contract Obligations or pay the Secured Indebtedness (including payment of exclusive consulting or service fees according to the Business Cooperation Agreement or failure to comply with any other aspects of the Transaction Agreement), the Pledgee shall have the right but not the obligation to dispose of the Pledge in accordance with the provisions of this Agreement.

4. Pledge Registration

- 4.1 The Pledgors and Party C agree and undertake that, after signing this Agreement, Party C must immediately and the Pledgors must procure Party C to immediately record the arrangements for the Equity Interest pledge hereunder on Party C’s Register of Shareholders on the date of signing this Agreement; and an application shall be submitted to the registration authority for registering the Equity Interest pledge according to the Measures for the Registration of Equity Interest Pledge at Administrative Departments for Industry and Commerce within thirty(30) days after signing this Agreement or within a longer term agreed by the Pledgee. The registration authority shall completely and accurately record matters about such Equity Interest pledge on the register of Equity Interest pledge.

4.2 Within the Term of the Pledge specified hereunder, the Pledgors shall submit original contribution certificate for the Equity Interest and the register of shareholders documenting pledge (and other documents reasonably required by the Pledgee, including but not limited to the notice on pledge registration issued by the administration for industry and commerce) to the Pledgee within one week from the completion date of the Pledge registration in accordance with above Article 4.1. The Pledgee shall keep such documents within the entire pledge term specified hereunder.

5. Representations and Warranties of the Pledgors and Party C

The Pledgors severally and not jointly represent and warrant to the Pledgee as the following Article 5.1 to 5.13:

- 5.1 The Pledgor has complete and independent legal status and capacity under the law of the place of registration. Besides, the Pledgor has been legitimately authorized to sign, deliver and perform this Agreement. The Pledgor may be an independent subject of litigations.
- 5.2 The Pledgor is the sole legal owner and beneficiary of the Equity Interest. The Pledgor has full rights and power to pledge the Equity Interest to the Pledgee according to this Agreement, while the Pledgor shall be also authorized to dispose of the Equity Interest and any part of the Equity Interest. Unless the Pledgor and the Pledgee additionally enter into an agreement, the Pledgor shall possess the legitimate and full title of the Equity Interest.
- 5.3 Except as otherwise provided in the Transaction Agreement, the Pledgee shall have rights to dispose and transfer the Equity Interest in accordance with this Agreement.
- 5.4 Except as otherwise provided in the Pledge or the Transaction Agreement, the Pledgor doesn't set any security interest or other encumbrances on the Equity Interest. There is no dispute on the Equity Interest's ownership, outstanding tax or fee on the Equity Interest. The ownership of the Equity Interest isn't detained or subject to restraints of other legal proceedings or similar threats and can be pledged and transferred according to applicable laws.
- 5.5 The Pledgor's signing of this Agreement or exercising of any right hereunder or performance of obligations hereunder will not violate or go against any laws, regulations, court awards, arbitration authority's awards, administrative authorities' decisions, agreements or contracts binding upon the Pledgor's assets under which the Pledgor is party, or any commitments that the Pledgor makes to any third party.

- 5.6 All documents, materials, statements and vouchers that the Pledgor offers to the Pledgee shall be accurate, true, complete and effective no matter if they are offered before or after this agreement takes effect or within the pledge term.
- 5.7 This Agreement shall constitute lawful, valid and binding obligations on the Pledgor after it is appropriately executed by the Pledgor.
- 5.8 The Pledgor has full rights and authorities to sign and deliver this Agreement and all other documents on aforementioned transactions hereunder to be executed. In addition, the Pledgor has full rights and authorities to complete such transactions.
- 5.9 Apart from registering the Equity Interest pledge with a registration authority, any third party's consent, permission, waiver or authorization, or any government organization's approval, permission or exemption, or registration or filing formalities handled with any government agency, which are necessary for signing and performing this Agreement and making the Equity Interest pledge effective hereunder, have been obtained or handled, and will keep fully effective within the term of this Agreement.
- 5.10 The pledge hereunder constitutes the first Security Interest upon the Equity Interest under this Agreement.
- 5.11 All taxes and fees for obtaining the Equity Interest have been fully paid by the Pledgor.
- 5.12 The Pledgor, or its property or Equity Interest is not subject to any outstanding lawsuits, legal proceedings or requests or those that are known by the Pledgor to be threatening from any court or arbitration tribunal. Besides, the Pledgor, or its property or Equity Interest is not subject to any of such lawsuits, legal proceedings or requests from any government agency or administrative authority. There is no material or adverse impacts imposed upon the Pledgor's economic conditions or abilities to fulfill obligations and perform the guarantee responsibilities hereunder.
- 5.13 Unless otherwise specified hereunder, the Pledgee shall not be hindered from exercising its rights as Pledgee hereunder anywhere and anytime.
- 5.14 The Pledgors severally and not jointly warrant to the Pledgee that the representations and warranties as stated in the above Article 5.1 to 5.13 shall be true, correct, accurate, complete and fully obeyed anytime under all circumstances before all Contract Obligations are fulfilled or the Secured Indebtedness are fully repaid.

Party C represents and warrants to the Pledgee as follows:

- 5.15 Party C is a limited liability company lawfully incorporated and validly existing under the PRC laws. Being qualified as independent legal entity, it may act as independent subject of litigation. Formally registered with a competent administration for industry and commerce, Party C has passed all previous annual reports or lawfully submitted the annual reports. With complete and independent legal status and standing, Party C has been appropriately authorized to sign, deliver and perform this Agreement.
- 5.16 This contract shall constitute legitimate, effective and binding obligations upon Party C after it is appropriately executed by Party C and takes effect.
- 5.17 Party C owns the full power and authorities to sign and deliver this agreement and all other documents related to transactions hereunder. Party C also owns the full power and authorities to complete such transactions.
- 5.18 There is no material Security Interest or other encumbrances which might affect the Pledgee's Rights or Interest in Equity Interest, including but not limited to transfer of any of Party C's intellectual property or any assets with a worth no less than RMB500,000 (or any other amount separately agreed by the Pledgee and the Pledgors), or any encumbrance in property or rights to use such assets.
- 5.19 The Equity Interest, or Party C or its assets are not subject to any outstanding lawsuits, arbitrations or other legal proceedings or those known to be threatening by Party C from any court or arbitration tribunal. Besides, the Pledgor, or its property or Equity Interest is not subject to any of such lawsuits, arbitrations or legal proceedings from any government agency or administrative authority. There is no material or adverse impacts imposed upon Party C's economic conditions or the Pledgor's or Party C's abilities to perform the obligations and guarantee responsibilities hereunder.
- 5.20 Party C hereby agrees to assume joint liability for the Pledgors' representations and warranties under this Agreement.
- 5.21 Party C's signing of this Agreement and exercising of its rights hereunder or fulfillment of its obligations under this Agreement will not violate or conflict with any laws, rules, any court judgments, any arbitration authority's awards, any administrative authority's decisions, any agreement or contract under which Party C is bound as a party or its assets are bound, or any commitment that Party C makes to any third party.
- 5.22 All documents, materials, statements and proofs that Party C provides to the Pledgee shall be accurate, true, complete and valid no matter whether they are provided before or after this Agreement takes effects within the Term of the Pledge.

- 5.23 Apart from registering the Equity Interest pledge with a registration authority, any third party's consent, permission, waiver or authorization, or any government organization's approval, permission or exemption, or registration or filing formalities handled with any government agency, which are necessary for signing and performing this contract and making the Equity Interest pledge effective hereunder, have been obtained or handled, and will continue to be effective within the term of this Agreement.
- 5.24 The pledge hereunder constitutes the first lien secured Interest upon the Equity Interest under this Agreement.
- 5.25 Party C hereby undertakes to the Pledgee that all the above representations and warranties shall be true and correct under any circumstance at any time before all Contract Obligations are performed or the Secured Indebtedness is fully repaid, and Party C will completely abide by such representations and warranties.

6. Undertakings and Further Consents of the Pledgors and Party C

- 6.1 Within the term of this Agreement, the Pledgors shall hereby severally and not jointly undertake to the Pledgee that:
- 6.1.1 Except for performing the Exclusive Option Agreement or other Transaction Agreements, the Pledgor shall not transfer or permit others to transfer the Equity Interest in whole or in part, impose or permit others to impose any new pledge, Security Interest or other encumbrance on the Equity Interest which might affect the Pledgee and Interest in the Equity Interest without the prior written consent of the Pledgee. For the Equity Interest transfer performed with the Pledgee's written consent, the Pledgor shall firstly use the proceeds from such Equity Interest transfer for repaying Secured Indebtedness to the Pledgee or hold the proceeds in escrow by a third person designated by the Pledgee.
- 6.1.2 The Pledgor must obey and exercise all laws, rules and regulations applicable to the Pledge. Within five(5) days after receiving any notice, order or suggestion on the Pledge from related competent authorities (or any other related departments), the Pledgor shall show the Pledgee such notices, orders or suggestions, or bring forth objections or statements regarding them according to the Pledgee's reasonable requirements or with the Pledgee's consent.
- 6.1.3 The Pledgor shall immediately notify the Pledgee of all events which might affect the Pledgee, the Equity Interest, or any rights of it, or any events affecting the Interest under the Transaction Agreement and this Agreement (including but not limited to any lawsuit, arbitration, other requests, any third party's dispute over the Equity Interest title, any civil or criminal/administrative proceedings, arbitrations or any other legal proceedings filed against the Pledgor or Equity Interest when the Pledgee's Pledge is or might be subject to any third party's adverse impacts, or potential threats of confronting any aforementioned lawsuit, arbitration or legal proceeding judged by the Pledgor), notices received by the Pledgor, and any event which might affect any warranties or obligations of the Pledgor under this Agreement, and take all necessary measures to protect the Pledgee's Rights and Interest in the pledged Equity Interest according to the Pledgee's reasonable requirements.

- 6.2 The Pledgors severally and not jointly agree that the Pledgee's exercise of the Pledge hereunder shall not be interrupted by the Pledgor or any successor or representative of the Pledgor or any others through legal proceedings.
- 6.3 To protect or improve the Security Interest granted for repaying Secured Indebtedness and performing Contract Obligations, and ensure the Pledgee's exercise of the Security Interest over the pledged Equity Interest and such rights, Party C shall immediately and the Pledgors shall cause Party C to register the Equity Interest pledge hereunder with related registration authority within thirty (30) days after signing this Agreement or within a longer period agreed by the Pledgee. Besides, the Pledgors shall appropriately sign and cause other Parties concerned in the Equity Interest pledge to sign all documents designated by the Pledgee (including but not limited to the supplemental agreement of this agreement), certificates, agreements, deeds and/or undertakings. The Pledgors also undertake to take and cause other Parties concerned in the Equity Interest pledge to take actions required by the Pledgee, assist the Pledgee in exercising its rights and authorities hereunder, and sign all related documents regarding the Equity Interest title with the Pledgee or the party designated by the Pledgee. The Pledgors undertake to provide the Pledgee with all notices, orders and decisions on the Pledge within reasonable deadlines at the Pledgee's request.
- 6.4 The Pledgors hereby severally and not jointly undertake to the Pledgee to obey and perform all warranties, undertakings, agreements, statements and requirements under this Agreement. Subject to other terms of this Agreement (including but not limited to Article 19.2), the Pledgors shall compensate the Pledgee all losses thereby incurred if the Pledgors fail to perform or only partially perform their warranties, undertakings, agreements, statements and requirements hereunder.
- 6.5 The Pledgors (severally and not jointly) shall make every effort (including offering other guarantees to the court or taking other measures to rescind the court's or other departments' coercive measures against the Equity Interest) in case that any court or other government agency takes any compulsory measures against the Equity Interest pledged hereunder.
- 6.6 Subject to other terms of this Agreement (including but not limited to Articles 19.1 and 19.2), if the Equity Interest is concerned in any property preservation or compulsory enforcement, or is likely to depreciate or be loss to impair the Pledge, the Pledgors shall immediately inform the Pledgee of such circumstances in writing, and cooperatively take effective measures for protecting the Pledge and Interest together with the Pledgee. The Pledgee may auction or sell the Equity Interest anytime, and firstly use the proceeds from such auction or sales for advance Secured Indebtedness repayment or drawing. All expenses thereby incurred shall be borne by the Pledgor.

- 6.7 Without the prior written consent of the Pledgee, the Pledgors (severally and not jointly) and/or Party C shall not by themselves (or assisting others to) increase, reduce or transfer Party C's registered capital (or their amount of contributions to Party C), or impose any encumbrance on the registered capital (including the Equity Interest). On the premise of following this provision, Party C's equity that the Pledgors register and obtain after the signing date of this Agreement (hereinafter referred to as the "**Extra Equity Interest**") and corresponding capital stock of such Equity Interest in Party C's registered capital must be also deemed the Equity Interest that the Pledgors pledge to the Pledgee in accordance with this Agreement. The Pledgors and Party C shall immediately enter into a supplementary share pledge agreement on the Extra Equity Interest with the Pledgee at the time of obtaining such extra Equity Interest, request Party C's Board of Directors to approve the supplementary share pledge agreement. Besides, they shall offer the Pledgee all necessary documents for signing the supplementary share pledge agreement, including but not limited to the original capital contribution certificate on such extra Equity Interest issued by Party C. The Pledgor and Party C shall handle formalities for registering the pledge of such extra Equity Interest (or changes) in accordance with Article 4.1 of this Agreement, and deliver related documents to the Pledgee for safekeeping according to Article 4.2 of this Agreement.
- 6.8 Unless otherwise instructed by the Pledgee in writing in advance, the Pledgors (severally and not jointly) and/or Party C agree that if the Equity Interest are transferred between the Pledgors and any third party (hereinafter referred to as the "**Equity Interest Assignee**") against this Agreement in part or in whole, the Pledgee and/or Party C shall ensure that the Equity Interest Assignee unconditionally admits the Pledge and handles the necessary formalities for registering the pledge changes (including but not limited to signing related documents) in order to guarantee survival of the Pledge.
- 6.9 If the Pledgee provides loans to Party C, the Pledgors (severally and not jointly) and/or Party C agree to grant the Pledgee the Pledge by pledging the Equity Interest as collateral, in order to guarantee the loan, and handle related formalities as soon as possible according to laws, regulations or local practices (if any), including but not limited to signing related documents and handling formalities for registering pledge or pledge changes.
- 6.10 The Pledgors shall not or allow anyone to take any actions which might have adverse effects on the Pledge or Equity Interest under the Transaction Agreement and this Agreement. Hereby, the Pledgors irrevocably waiver the preemptive rights when the Pledgee exercises the Pledge.

- 6.11 When it is necessary to transfer any Equity Interest for exercising the Pledge hereunder, the Pledgors undertake to make such transfer possible by taking all measures to the extent permitted by the PRC laws.
- 6.12 The Pledgors ensure that Party C shall not provide a loan or obtain a loan, or provide guarantees in any forms, or be liable for any substantial obligations except in the ordinary business and operation;
- 6.13 The Pledgors shall ensure that the procedures for convening meetings and ways for voting/making decisions by the Board of Directors for signing this Agreement, imposing the Pledge and exercising the Pledge do not violate laws, administrative regulations or Party C's articles of associations and joint venture contract.
- 6.14 Before the Contract Obligations are fulfilled and the Secured Indebtedness is fully repaid, the Pledgors shall not abandon the Equity Interest pledged to the Pledgee herein, and/or abandon the fructus generated for holding such Equity Interest, including but not limited to dividends.
- 6.15 Before all Contract Obligations are fulfilled and the Secured Indebtedness is fully repaid, the Pledgors shall not allow Party C to transfer, sell or dispose of any of its assets in any other way through any resolution without the Pledgee's prior written consent.
- 6.16 The Pledgors as shareholders of Party C shall not abuse their shareholder rights to damage Party C's interests. If there is a situation in which the Pledgors abuse the shareholder rights, the Pledgee has the right to exercise the Purchase Right under the Exclusive Option Agreement.
- 6.17 If any revision, supplementation or update of this Agreement cannot take effect until the corresponding procedures for examination/approval and/or registration of pledge changes are completed as stipulated by applicable laws, Party C shall, and Party B shall take all necessary measures to cooperate with Party C to register such changes with the relevant registration authorities within five (5) days of the revision, supplementation or update.

Party C undertakes and further agrees that:

- 6.18 If any third party's consent, permission, waiver or authorization or any government organization's approval, permission or exemption or registration or filing with any government organizations are necessary for signing/performing this Agreement and pledging the Equity Interest hereunder, Party C shall try its best to assist in handling such formalities and keep them fully effective within the term of this Agreement. Party C shall handle registration formalities for extending its business term if it expires within the term of this Agreement, in order to maintain effectiveness of this Agreement.

- 6.19 Without the Pledgee's prior written consent, Party C shall not help or allow the Pledgors to impose any new pledge on Equity Interest, or authorize any other Security Interest or encumbrances, or help or permit the Pledgors to transfer the Equity Interest.
- 6.20 Party C agrees to strictly perform the obligations under articles 6.3, 6.7, 6.8, 6.9, 6.11, 6.12, 6.14 and 6.15 under this Agreement.
- 6.21 Without the Pledgee's prior written consent, Party C shall not transfer or sell Party C's assets or impose or allow others to impose any Security Interest or other encumbrances which might impact the Pledgee's Equity Interest rights and interests, including but not limited to transfer of any of Party C's intellectual property or any assets with a worth of no less than RMB500,000 (or any other amount separately agreed by the Pledgee and the Pledgors) or any encumbrance in property or rights to use such assets.
- 6.22 When there is any lawsuit, arbitration or other request which might have adverse impacts upon interests of Party C, Equity Interest or the Pledgee under the Transaction Agreement and this Agreement, Party C undertakes to promptly notify the Pledgee in writing, and take all necessary measures for protecting the Pledgee's pledge rights over the pledged Equity Interest according to the Pledgee's reasonable requests.
- 6.23 Party C shall not or allow anyone to take any actions which might have adverse impacts upon the Pledgee's interests or Equity Interest under the Transaction Agreement and this Agreement.
- 6.24 Party C shall provide the Pledgee with financial statements of the preceding quarter of the Gregorian calendar (including but not limited to the balance sheet, income statement and cash flow statement) within the first month of each quarter of the Gregorian calendar.
- 6.25 Party C undertakes to take all necessary measures and sign all necessary documents in accordance with the reasonable requirements of the Pledgee so as to protect the Pledgee's pledge rights and interests in the pledged Equity Interest, exercise and realize such rights and interests.
- 6.26 When it is necessary to transfer any Equity Interest for exercising of the Pledge hereunder, Party C undertakes to make such transfer possible by taking all measures.
- 6.27 In the event of the pledgor's death, incapacity, marriage, divorce, bankruptcy, liquidation, dissolution or other circumstances which might impact its exercising of Party C's Equity Interest, the Pledgor's successor, or Party C's current shareholder or assignee shall be deemed as party of this Agreement to inherit/bear all of the Pledgor's rights and obligations under this Agreement.

- 6.28 This Agreement shall be terminated if Party C is required to be dissolved or liquidated by the PRC laws; Party C shall (and Party B shall allow Party C) shall transfer all its assets including the Equity Interest to Party A without charge or at the minimum prices and within the limits permitted by the current PRC laws, or the current liquidator shall dispose of all Party C's assets including the Equity Interest at its discretion for the purpose of protecting interests of shareholders and/or creditors of Party A's direct or indirect parents overseas.
- 6.29 All Parties undertake to each other that they shall terminate this Agreement immediately once the Pledgee is permitted by the PRC laws and the Pledgee decides to purchase all of Party C's Equity Interest from the Pledgors in accordance with the Exclusive Option Agreement.

7. Event of Default

7.1 All of following circumstances shall be deemed Event of Default:

- 7.1.1 The Pledgors violate or fail to perform any Contract Obligations under the Exclusive Option Agreement, the Shareholder Voting Rights Entrustment Agreement, the Loan Agreement and/or this Agreement; Party C violates or fails to perform any Contract Obligations under the Transaction Agreement and/or this Agreement;
- 7.1.2 Any representation or warranty made by the Pledgors under Article 5 of this Agreement contain material misstatements or errors, and/or the Pledgors violate any warranty under Article 5 of this Agreement, and/or any undertakings under Article 6 of this Agreement;
- 7.1.3 Party C fails or Party B fails to assist Party C to register Equity Interest pledge with related registration authority according to Article 4.1;
- 7.1.4 The Pledgors and Party C violate any rules or articles of this Agreement;
- 7.1.5 Unless otherwise clearly specified in Article 6.1.1, the Pledgors transfer or intend to transfer or abandon pledged Equity Interest or transfer pledged Equity Interest without the Pledgee's written consent;
- 7.1.6 The Pledgors' loans, undertakings, compensations, commitments or other debts to a third party (a) are required to be repaid or performed ahead of time due to the Pledgors' breach of the relevant agreement with the third party; or (b) have become due, but cannot be repaid or performed on time;
- 7.1.7 The Pledgors cannot repay general debts or other debts;
- 7.1.8 Any approval, license, consent, permission or authorization from government organizations making this Agreement compulsorily enforceable, legitimate and effective is revoked, terminated, nullified or changes substantively;

- 7.1.9 The promulgation of applicable laws makes this Agreement illegal or makes it impossible for the Pledgors to continue to perform the obligations under this Agreement;
- 7.1.10 The Pledgee believes that the Pledgors' abilities to fulfill its obligations under this Agreement have been affected in case of adverse changes to the Pledgors' property.
- 7.1.11 Party C or its heir or trustee can only partially perform or refuses to perform its payment responsibilities under the Business Cooperation Agreement, and/or Party C can only partially repay or refuse to repay the Secured Indebtedness; and
- 7.1.12 Any other circumstances under which the Pledgee can't or might not exercise its rights of Pledge.
- 7.2 The Pledgors and Party C shall immediately notify the Pledgee in writing once any circumstances mentioned in Article 7.1 are known or discovered, or any events leading to above circumstances have occurred.
- 7.3 Subject to other terms of this Agreement (including but not limited to Article 19.1 and 19.2), unless the Event of Default listed in Article 7.1 has been solved to the Pledgee's satisfaction within thirty (30) days after receiving the Pledgee's notice, the Pledgee may issue a Notice of Default to the Pledgors when such Event of Default occurs or any time after the occurrence, and exercise all its remedial rights and power against the defaults under the PRC laws, Transaction Agreement and this Agreement, including but not limited to:
- (a) asking Party C to immediately make all outstanding payments due under the Business Cooperation Agreement, repay all debts due under the Transaction Agreement, make all other payables due to the Pledgee, and/or repay the loan; and/or
 - (b) disposing of the Pledge according to Article 8 of this Agreement; and/or disposing of the pledged Equity Interest in other ways (including but not limited to giving discounts to the Equity Interest in whole or in part, and enjoying the priority of compensation from the proceeds of the Equity Interest auction and sales).

Subject to other terms of this Agreement (including but not limited to Article 19.1 and 19.2), the Pledgee shall have rights to exercise any of such rights based on its independent judgments and choices. Under this situation, all other Parties of this Agreement shall unconditionally agree and fully collaborate. The Pledgee shall not assume any responsibility for any loss resulting from its appropriate exercise of such rights and power.

- 7.4 The Pledgee shall be authorized to appoint its lawyer or other agent in writing to exercise any and all such rights and power, while the Pledgors or Party C shall not raise any objection to such appointment.
- 7.5 Subject to other terms of this Agreement (including but not limited to Article 19.1 and 19.2), the Pledgee shall be authorized to simultaneously or successively exercise any of its remedies. Before exercising its rights to auction or sell the Equity Interest under this Agreement, the Pledgee need not exercise other remedies in advance.

8. Exercise of the Pledge

- 8.1 Except for fulfilling the Exclusive Option Agreement or other Transaction Agreement, before all Contract Obligations are performed and the Secured Indebtedness is fully repaid, the Pledgors shall not transfer their rights or Equity Interest in Party C without the Pledgee's prior written consent.
- 8.2 The Pledgee may issue a Notice of Default to the Pledgors according to Article 7.3 in exercising the Pledge.
- 8.3 Subject to the provisions of Article 7.3, the Pledgee may compulsorily enforce the Pledge while issuing a Notice of Default according to Article 7.3 or any time after issuing such notice. The Pledgors shall cease to own any Equity Interest-related rights or interests once the Pledgee decides on the compulsory enforcement of the Pledge.
- 8.4 When the Pledgee exercises the Pledge, within the scope of the license and in accordance with applicable laws, the Pledgee shall have disposition rights of the pledged Equity Interest, all payments received from the Pledge in exercising the Pledge shall be disposed of in the following order:
- (a) Pay all fees incurred for disposition of the Equity Interest and the Pledgee's exercising of its rights and power, including the lawyer fees and agent's fees;
 - (b) Pay taxes for disposing of the Equity Interest;
 - (c) If there is a surplus after the above payments are deducted, the balance (excluding interests) shall be paid to the Pledgors or held in escrow by a third party authorized to receive such money according to the relevant PRC laws or a local notary office of the place where the Pledgee is based (all expenses thereby incurred shall be deducted from such balance).
- 8.5 The Pledgors and Party C shall provide necessary assistance when the Pledgee disposes of the Pledge according to this Agreement, in order for the Pledgee to compulsorily enforce the Pledge according to this Agreement.
- 8.6 All actual outlays, taxes and legal fees related to the Equity Interest pledge and the Pledgee's exercising of rights under this Agreement shall be assumed by Party C, except for those borne by the Pledgee as specified by laws. The Pledgee shall be authorized to deduct such expenses from the money earned from its exercising of rights and power on an accrual basis.

8.7 The amount of the Secured Indebtedness independently confirmed by the Pledgee in exercising the Pledge over the Equity Interest according to this Agreement shall be deemed as conclusive evidence of Secured Indebtedness under this Agreement.

9. Transfer

9.1 The Pledgors shall not transfer their rights and obligations under this Agreement without the Pledgee's prior written consent.

9.2 The Pledgors and Party C agree that, on the premise of not violating the current PRC laws, the Pledgee may assign or transfer any of its rights exercisable under this Agreement, Transaction Agreement and other security documents to a third party in any way and according to articles and requirements that it deems appropriate (including the rights to reassign) after notifying the Pledgors and Party C.

9.3 This Agreement shall be binding upon the Pledgors, Party C and their respective heirs and authorized assignees (if any) and shall be effective for the Pledgee, its heirs and assignees.

9.4 When the Pledgee transfers any or all of its rights and obligations under Transaction Agreement to its designated party anytime, the assignee shall enjoy and perform the Pledgee's rights and obligations under this Agreement as if it were an original party of this Agreement. The Pledgors and/or Party C shall sign pertinent agreements or other documents related to such transfer at the Pledgee's request when the Pledgee transfers its rights and obligations under the Transaction Agreement.

9.5 If the Pledgee changes according to the Transaction Agreement or this Agreement, the Pledgors and Party C shall enter into a new Share Pledge Agreement with the new Pledgee according to the same articles and requirements of this Agreement, and handle corresponding formalities for pledge registration.

9.6 The Pledgors shall strictly comply with provisions of this Agreement and other agreements executed by the Pledgors, including Transaction Agreement, and perform the obligations under this Agreement and other agreements (including Transaction Agreement) without any act or omission which might affect effectiveness and enforceability of such obligations. Unless otherwise instructed by the Pledgee in writing, the Pledgors shall not exercise any remaining rights in the Equity Interest pledged under this Agreement.

10. Termination

When the Term of the Pledge expires, this Agreement terminates, and the Pledgee shall cancel or terminate this Agreement as soon as possible to the extent feasible and practicable, and rescind the Equity Interest pledge under this Agreement. Besides, the Pledgors and Party C shall document the release of the Equity Interest pledge on Party C's Register of Shareholders and register such cancellation with the relevant registration authority. The reasonable expenses incurred for releasing the Equity Interest pledge shall be borne by Party C. Article 12, Article 13, Article 19.1 and Article 19.2 shall survive the termination of this Agreement.

11. Commissions and Other Expenses

All expenses and actual outlays related to this Agreement, including but not limited to lawyers' fees, flat costs, stamp duties, any other taxes and fees, shall be borne by Party C. Party C shall fully reimburse the Pledgee for such paid taxes and fees if the Pledgee is required to bear some related taxes and fees as stipulated by applicable laws.

12. Confidentiality

All Parties admit that all oral or written materials exchanged with respect to this Agreement are confidential. All Parties are required to keep such materials confidential. Without the prior written consent of all other Parties, no party is allowed to disclose any related materials to a third party unless in following cases: (a) such materials have been known to the public (but not disclosed by the party receiving such materials); (b) the materials are required to be disclosed by applicable laws or rules of any securities exchange; or (c) any Party of this Agreement discloses the materials to its legal adviser or financial adviser regarding the transactions specified hereunder, and such legal adviser or financial adviser is bound by the same confidentiality obligations as those under this article; or (d) any Party that is a limited partnership (or a direct or indirect affiliate or subsidiary of the limited partnership) discloses the above confidential information to the general partner, manager and existing or potential limited partners of the limited partnership. The disclosure of any confidential information by staff or organizations hired by any Party shall be deemed as such party's disclosure of such confidential materials, and such party shall assume legal responsibilities for violating this Agreement. This article shall survive the termination of this Agreement, notwithstanding the reason of termination.

13. Governing Laws and Dispute Resolution

- 13.1 The signing, effectiveness, interpretation, performance, modification and termination of this Agreement as well as dispute resolution hereunder shall be governed by the PRC laws.

- 13.2 In case that any dispute occurs in interpreting and performing this agreement, the Parties of this agreement shall firstly try to resolve it through negotiation in good faith. If the Parties fail to reach a consensus on such dispute resolution through negotiation within thirty (30) days as required by any Party, any Party may submit such dispute to the Beijing Arbitration Commission, which will resolve the dispute through arbitration according to current effective arbitration rules. The arbitration shall be performed in Beijing in Chinese. The arbitration awards shall be final and binding upon all Parties. The arbitration tribunal may decide upon compensation with respect to Party C's rights in the Equity Interest, assets or property, or compensate the Pledgee for the losses resulting from other Parties' breach of this agreement, adjudicate compulsory remedies or order Party C to go bankrupt regarding related businesses or compulsory asset transfer. After arbitration awards take effects, any Party shall be authorized to apply to a competent court for enforcing arbitration awards. If necessary, arbitration organizations shall have rights to firstly ask the breaching party to immediately stop its defaults before giving the final awards on disputes of all Parties concerned, or prohibit the breaching party from conducting acts which might aggravate the Pledgee's losses. Courts of Hong Kong, Cayman Islands or other competent courts (including courts of the place where Party C lives, or courts of the place where Party C's or the Pledgee's main assets are) shall have rights to grant or execute awards of an arbitration tribunal. They shall have rights to adjudicate or enforce temporary relief with respect to Party C's rights and interests in the Equity Interest or property. They shall also have rights to offer temporary relief to the party making a request for arbitration by giving awards or judgments before the tribunal court forms. For instance, the breaching party may be ordered by way of court judgment or arbitrated award to immediately suspend their breaches or conduct which might further aggravate the Pledgee's losses.
- 13.3 When any dispute occurs in interpreting or performing this Agreement, or any dispute is under arbitration, Parties of this Agreement shall continue to exercise their rights and performing their respective obligations under this Agreement except for disputed matters.
- 13.4 If any law of the PRC, rule or regulation is promulgated or revised after the date of signing this agreement, or the interpretation or applicability of such law, rule or regulation changes, the following provisions shall apply: In the case of PRC laws (a) if the revised laws or newly promulgated rules are more preferential for any Party as compared to laws, rules or regulations in effect at the time this Agreement was executed without imposing material adverse impacts upon other Parties, the Parties of this Agreement shall promptly apply for obtaining benefits from such modifications or new rules and try their best to have the application approved; or (b) the original articles of this Agreement shall prevail if such revised laws or newly enacted rules directly or indirectly impose material adverse impacts upon any Party's economic interests under this Agreement. The Parties shall seek to be exempted from these revised laws or new rules by all lawful means. If the adverse impacts on any Party's economic benefits cannot be alleviated according to this Agreement, all Parties shall promptly negotiate with each other and make all necessary revisions to this Agreement after the affected party notifies all other Parties and protect the affected party's economic interests.

14. Force Majeure

- 14.1 “**Force majeure**” means unforeseeable, unavoidable and irresistible events which make it impossible to perform this Agreement in part or in whole. Such events include but are not limited to earthquake, typhoon, flood, wars, strike, riot, government actions, or changes to laws or rules or their application.
- 14.2 In the event of a force majeure incident, a party’s obligations under this Agreement shall be naturally suspended for the delay caused by the incident, and the term for performing its obligations shall be extended accordingly. Such party shall not be subject to any punishment or assume any responsibility. In case of a force majeure incident, all Parties shall immediately negotiate with each other to look for a fair solution, and make every reasonable effort to minimize impacts of force majeure.

15. Notices

- 15.1 All notices and other communications which are issued as required or permitted by this Agreement shall be delivered in person or sent to the Parties’ address and fax number listed in Appendix I through registered mail, postage prepaid, commercial express delivery services or fax. The date of effective delivery of such notices shall be determined as follows:
- 15.1.1 The notices shall be deemed to have been delivered to the designated address on the date of sending or rejection if they are delivered in person, express delivery services or registered mail, postage prepaid.
- 15.1.2 The notices shall be deemed to have been delivered if they are successfully sent by fax (should be confirmed by the message automatically generated upon successful delivery).
- 15.2 Any party may issue a notice to all other Parties according to this article to inform them of the address or fax number, which can be changed from time to time.

16. Severability

If one or more articles of this Agreement are adjudicated to be ineffective, illegitimate or unenforceable in any aspect according to any laws, rules or regulations, validity, legitimacy or enforceability of other articles of this Agreement shall not be affected or impaired in any aspect. All Parties shall strive to replace such ineffective, illegitimate or unenforceable articles with valid ones to the maximum extent permitted by laws and expected by Parties. The economic results from such invalid articles shall be as similar as possible to those from ineffective, illegal or unenforceable articles.

17. Appendixes

Appendixes hereunder shall be integral parts of this Agreement.

18. Effectiveness, Revision, Modification, Supplementation and Texts

- 18.1 This Agreement shall become effective from the date of signing by the Parties, and the Equity Interest pledge under this Agreement shall become effective from the date on which the registration authority completes the relevant registration procedures. The terms of this Agreement shall end if the contractual obligations have been fully performed or the Term of the Pledge is terminated pursuant to this Article 3.
- 18.2 All revisions, modifications and supplementations of this agreement shall be in writing. They shall take effects after they are executed or stamped by all Parties hereunder and governmental registration procedures (if applicable) are completed.
- 18.3 If revision of this Agreement is proposed by the Stock Exchange of Hong Kong Limited or other regulatory institutions, or is required according to securities listing regulations of the Stock Exchange of Hong Kong Limited or related regulations, rules and guiding requirements, this Agreement shall be revised by the Parties reasonably.
- 18.4 This Agreement is made in six (6) copies. Each party shall hold one (1) copy and one (1) copy shall be reported to the registration authority. All copies shall have equal legal forces.

19. Others

- 19.1 Notwithstanding any other provision of this Agreement or any other Transaction Agreement or any other document or law, the Pledgors' obligations and liabilities under this Agreement are several and not joint.

- 19.2 Notwithstanding any other provision of this Agreement or any other Transaction Agreement or any other document or law, (1) The Pledgee shall not exercise any of its rights to any investor Party B under this Agreement (including but not limited to exercising the Pledge), unless the Pledgee exercises the right to all Pledgors at the same time or all directors of Cayman Company agree otherwise; (2) Investor Party B's entire and any obligations or liabilities under this Agreement and the transaction documents are limited to the respective Equity Interest of Party C held by them. Except for the Equity Interest of Party C held by Party B, no other party may make any claim to Investor Party B's other assets in respect of all and any obligations under this Agreement and the transaction documents; and (3) if Investor Party B violates any warranties, commitments, agreements, representations or conditions of this Agreement, the Exclusive Option Agreement, the Business Cooperation Agreement or other Transaction Agreement, the sole right of the Pledgee is only to exercise the Pledge to the Equity Interest of Party C held by the Investor Party B in accordance with Article 8 of this Agreement or exercise the right to purchase the Equity Interest of Party C held by the Investor Party B in accordance with the Exclusive Option Agreement. But Investor Party B does not assume any other liability for the Pledgee or any other person. This article shall survive the termination of this Agreement.
- 19.3 Except for the written revisions, supplementations or modifications made after the date of signing, this Agreement shall constitute the entire agreement concluded among all Parties hereunder regarding the subject matter of this Agreement. It shall supersede all previous oral and written negotiations, statements and contracts concluded regarding the subject matter of this Agreement.
- 19.4 This Agreement shall be binding upon and beneficial to all Parties' respective heirs and authorized assignees.
- 19.5 Any Party may waive its rights under this Agreement, whereas such waiver shall be in writing and approved by all Parties' signatures. Any Party's waiver against another party's breach of this Agreement under certain circumstance shall not be deemed as its waiver against such party's similar breaches under other circumstances.
- 19.6 The headings of this Agreement are only for the convenience of reading. They shall not be used for interpreting, describing or impacting definitions under this Agreement in other aspects.
- 19.7 All Parties agree to promptly sign documents and take further actions which are reasonably necessary or convenient to perform this Agreement and achieve its purposes.
- 19.8 To the extent there is no violation of other articles of the Transaction Agreement and this Agreement, the Pledgors and Party C shall immediately take actions according to the Pledgee's written instructions and reasonable requirements provided that the enactment or changes of any laws, rules or regulations of the PRC, or changes to the interpretation or applicability of such laws, rules or regulations, or changes to related registration procedures make the Pledgee believe that keeping this Agreement or the Pledge under this Agreement effective and/or disposing of the Equity Interest in ways designated under this Agreement may become illegal or violate such laws, rules or regulations, in order to: (a) keep this Agreement and the Pledge hereunder effective; (b) for the convenience of disposition of the Equity Interest in ways specified by this Agreement; and/or (c) maintain the guarantees which have been or are to be established by this Agreement.

19.9 This Agreement is a legal document independent of Transaction Agreement and other security documents, the invalidity of which shall not affect all Parties' rights or obligations under this Agreement. If Transaction Agreement or other security documents are announced to be invalid, but the Pledgors still have remaining Contract Obligations and/or Party C still owes Secured Indebtedness to the Pledgee, the Equity Interest under this Agreement shall still be used as collateral for pledging the Contract Obligations and Secured Indebtedness until the Secured Indebtedness is fully repaid and all Contract Obligations are performed.

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(This page is intentionally left blank and is the signing page of this Share Pledge Agreement)

IN WITNESS WHEREOF, the Parties have executed this Share Pledge Agreement as of the date and at the address first above written.

Xi'an Jingxundi Supply Chain Technology Co., Ltd. (seal)

/s/ Xi'an Jingxundi Supply Chain Technology Co., Ltd.

(Seal of Xi'an Jingxundi Supply Chain Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Share Pledge Agreement)

IN WITNESS WHEREOF, the Parties have executed this Share Pledge Agreement as of the date and at the address first above written.

Xi'an Jingdong Xincheng Information Technology Co., Ltd. (seal)

/s/ Xi'an Jingdong Xincheng Information Technology Co., Ltd.

(Seal of Xi'an Jingdong Xincheng Information Technology Co., Ltd.)

(This page is intentionally left blank and is the signing page of this Share Pledge Agreement)

IN WITNESS WHEREOF, the Parties have executed this Share Pledge Agreement as of the date and at the address first above written.

Qin Miao

By: /s/ Qin Miao

(This page is intentionally left blank and is the signing page of this Share Pledge Agreement)

IN WITNESS WHEREOF, the Parties have executed this Share Pledge Agreement as of the date and at the address first above written.

Yayun Li

By: /s/ Yayun Li

(This page is intentionally left blank and is the signing page of this Share Pledge Agreement)

IN WITNESS WHEREOF, the Parties have executed this Share Pledge Agreement as of the date and at the address first above written.

Pang Zhang

By: /s/ Pang Zhang

Appendix I

For the purpose of notices, the addresses of the Parties are as follows:

Party A:

Xi'an Jingxundi Supply Chain Technology Co., Ltd.

Address: ***

Receipt: ***

Party B:

Qin Miao

Address: ***

Yayun Li

Address: ***

Pang Zhang

Address: ***

Party C:

Xi'an Jingdong Xincheng Information Technology Co., Ltd.

Address: ***

Receipt: ***

Schedule A

The following schedule sets forth information about the share pledge agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Capital Contribution</u>	<u>Date of Entitlement to all Proceeds for Pledgee</u>	<u>Effective Date</u>	<u>Execution Date</u>
Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	Party A: Beijing Jingdong Jiankang Co., Ltd. Party B: Qin Miao, Yayun Li and Pang Zhang Party C: Suqian Jingdong Tianning Jiankang Technology Co., Ltd.	The registered capital of Suqian Jingdong Tianning Jiankang Technology Co., Ltd. is RMB1,000,000. The capital contribution amount and shareholding percentage of the shareholders are as follows: Qin Miao: RMB450,000.00 (45%) Yayun Li: RMB300,000.00 (30%) Pang Zhang: RMB250,000.00 (25%)	September 16, 2022	September 16, 2022	September 16, 2022
Guangdong Jingxi Logistics Technology Co., Ltd.	Party A: Jingdong Logistics Supply Chain Co., Ltd. Party B: Jian Cui and Dingkai Yu Party C: Guangdong Jingxi Logistics Technology Co., Ltd.	The registered capital of Guangdong Jingxi Logistics Technology Co., Ltd. is RMB5,000,000. The capital contribution amount and shareholding percentage of the shareholders are as follows: Jian Cui: RMB2,500,000 (50%) Dingkai Yu: RMB2,500,000 (50%)	January 25, 2021	January 25, 2021	January 25, 2021

Equity Pledge Agreement

This EQUITY PLEDGE AGREEMENT, (this “**Agreement**”), dated October 17, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Party A: Beijing Jingdong Century Trade Co., Ltd.

Registered address: Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing
Economic and Technological Development Zone, Beijing

Party B: Qin Miao

Pang Zhang;
Yayun Li

Party C: Beijing Jiasheng Investment Management Co., Ltd.

Registered address: Room 706, 7/F, Building 1, No. 18 Kechuang 11 Street, Beijing
Economic and Technological Development Zone, Beijing

(Party B is referred to as “Pledgors” collectively or “Pledgor” separately hereinafter; Party A is referred to as “Pledgee” hereinafter; and either the Pledgors or the Pledgee is individually referred to as a “Party” and collectively referred to as the “Parties”.)

Whereas,

- (1) Beijing Jiasheng Investment Management Co., Ltd. (“Beijing Company”) is a limited liability company duly incorporated and validly existing under the PRC laws.
- (2) The Pledgors hold 100% equity interests of Beijing Company in total, of which 45%, 30% and 25% equity interests are owned by Qin Miao, Yayun Li and Pang Zhang, respectively.
- (3) The Pledgee is a wholly foreign owned company duly incorporated and existing under the laws of the PRC.
- (4) The Pledgee and Beijing Company entered into an Exclusive Technology Consulting and Service Agreement on October 17, 2022 (“Services Agreement”).
- (5) The Pledgors and the Pledgee entered into a Loan Agreement on October 17, 2022 (“Loan Agreement”), and entered into an Exclusive Purchase Option Agreement on October 17, 2022 (“Exclusive Purchase Option Agreement”). In addition, the Pledgors delivered the Power of Attorney to the Pledgee on October 17, 2022 (“Power of Attorney”, together with the Services Agreement, Loan Agreement and Exclusive Purchase Option Agreement, collectively referred as “Master Agreement”).

- (6) In order to secure the Pledgors' performance of their obligations under this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and the Power of Attorney, and in order to ensure Beijing Company to be able to perform its obligations under the Services Agreement, the Pledgors hereby pledge all the equity interests held by them in Beijing Company as the guaranty for their and/or Beijing Company's performance of obligations under the Master Agreement.

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

1. Definition

Unless otherwise specified herein, the following words shall have the meanings as follows:

- 1.1 Pledge Right: means the priority right the Pledgee owns, with respect to the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgors to the Pledgee.
- 1.2 Pledged Equity Interests: means all the equity interests duly held by the Pledgors in Beijing Company, i.e. 100% equity interests of Beijing Company, as well as all the other rights created over it.
- 1.3 Term of Pledge: means the period of term specified in Article 3 hereof.
- 1.4 Event of Default: means any of the circumstances listed in Article 7 hereof.
- 1.5 Notice of Default: means any notice issued by the Pledgee to the Pledgors in accordance with this Agreement specifying an Event of Default.

2. Pledge Right and Scope of Guaranty

- 2.1 The Pledgors agree to pledge all the Pledged Equity Interests to the Pledgee as the guaranty for their and/or Beijing Company's performance of all the obligations under the Master Agreement and all the liabilities of indemnification to the Pledgee which may arise due to the invalidity or cancellation of the Master Agreement. Beijing Company agrees with such equity pledge arrangement.
- 2.2 The effect of guaranty under the Master Agreement will not be prejudiced by any amendment or change of the Master Agreement. The invalidity or cancellation of the Master Agreement does not impair the validity of this Agreement. In the event that the Master Agreement is deemed as invalid, or cancelled or revoked for any reason, the Pledgee is entitled to realized its pledge right in accordance with Article 8 hereof.

3. Creation and Term of Pledge

- 3.1 The Pledge Right hereunder shall be reflected on the register of shareholders and the capital contribution certificate of Beijing Company in accordance with the form as attached to this Agreement.
- 3.2 The term of the Pledge Right is two (2) years effective from the registration of pledge of equity interests with the Administration for Industry and Commerce of the place where Beijing Company is registered, till the day on which all the obligations under the Master Agreement are fully performed (“Term of Pledge”).
- 3.3 During the Term of Pledge, if the Pledgors and/or Beijing Company fails to perform any obligation under or arising from the Master Agreement, the Pledgee has the right to dispose of the Pledge Right in accordance with Article 8 hereof.

4. Possession of Pledge Certificates

- 4.1 The Pledgors shall deliver the register of shareholders and capital contribution certificate of Beijing Company which reflects the pledge of equity interests as mentioned in above Article 3 within three (3) business days upon the pledge is recorded on such documents, to the Pledgee for its possession, and the Pledgee is obligated to keep the received pledge documents.
- 4.2 The Pledgee is entitled to all the proceeds in cash including the dividends and all the other non-cash proceeds arising from the Pledge Equity Interests since October 17, 2022.

5. Representations and Warranties of the Pledgors

- 5.1 The Pledgors are the legal owners of Pledged Equity Interests.
- 5.2 Once the Pledgee intends to exercise the rights of the Pledgee under this Agreement anytime, it shall be protected from any interference from any other party.
- 5.3 The Pledgee has the right to dispose of or transfer the Pledge Right in the way as described hereunder.
- 5.4 Neither of the Pledgors has ever created any other pledge right or any other third party right over the equity interests except towards the Pledgee.

6. Covenants from the Pledgor

- 6.1 During the term of this Agreement, the Pledgors covenant to the Pledgee as follows:
 - 6.1.1 Without prior written consent of the Pledgee, the Pledgors should not transfer the Pledged Equity Interests, or create or allow creation of any new pledge or any other security upon the Pledged Equity Interests which may impair the rights and/or interest of the Pledgee, except for the transfer of equity interests to the Pledgee or the person designated by the Pledgee in accordance with the Exclusive Purchase Option Agreement.

- 6.1.2 The Pledgors shall abide by and exercise all the provisions of laws and regulations in relation to the pledge of rights, and shall present the Pledgee any and all notices, directions or suggestions issued by related competent authorities within two (2) days upon the receipt of such notices, directions or suggestions, and shall comply with such notices, directions or suggestions, or present its opposite opinions and representations regarding the above mentioned issues according to the reasonable request of the Pledgee or with the consent from the Pledgee;
- 6.1.3 The Pledgors shall give prompt notice to the Pledgee regarding any occurrence or received notice which may influence the equity interests or any part of the equity interests held by the Pledgee, or may change any warranties or obligations of the Pledgors under this Agreement or may influence the performance of obligations by the Pledgors hereunder.
- 6.2 The Pledgors agree that, the right of the Pledgee to exercise of Pledge Right hereunder in accordance with this Agreement, shall not be interfered or impaired by any legal proceedings taken by the Pledgors, or the successor or designated person of the Pledgors or any other person.
- 6.3 The Pledgors warrant to the Pledgee that, in order to protect or consummate the guaranty provided by this Agreement regarding the performance of the Master Agreement, the Pledgors will faithfully sign, or cause any other party which is materially related to the Pledge Right to sign, any and all right certificates and deeds, and/or take, or cause any other party which is materially related to the Pledge Right to take, any and all actions, reasonably required by the Pledgee, and will facilitate the exercise of the rights and authorizations granted to the Pledgee under this Agreement, enter into any change to related equity certificate with the Pledgee or the Pledgee's designated person (individual/legal person), and provide to the Pledgee any and all notices, orders and decisions as deemed necessary by the Pledgee.
- 6.4 The Pledgors undertake to the Pledgee they will abide by and perform all representations, warranties and undertakings to protect the interests of the Pledgee. The Pledgors shall indemnify the Pledgee any and all losses suffered by the Pledgee due to the Pledgors' failure or partial failure in performance of their representations, warranties or undertakings.
- 6.5 The Pledgors covenant to the Pledgee they assume several and joint liabilities with respect to the obligations hereunder.

6.6 The Pledgors irrevocably agree to waive the preemptive right with respect to the Pledged Equity Interests pledged by other shareholders of Beijing Company to the Pledgee, as well as the transfer of equity interests due to the exercise of Pledge Right by the Pledgee.

7. Event of Default

7.1 Any of the following is deemed as an Event of Default:

- 7.1.1 Beijing Company fails to perform its obligations under the Master Agreement;
- 7.1.2 Any representation or warranty of the Pledgors under this Agreement is substantially misleading or untrue, and/or any of the Pledgors breaches any of his representations and warranties under this Agreement;
- 7.1.3 Any of the Pledgors breaches its covenants hereunder;
- 7.1.4 Any of the Pledgors breaches any provision hereof;
- 7.1.5 Except that any of the Pledgors transfers the equity interests to the Pledgee or the Pledgee's designated person in accordance with the Exclusive Purchase Option Agreement, any of the Pledgors waives the Pledged Equity Interests or transfers the Pledged Equity Interests without the written consent from the Pledgee;
- 7.1.6 Any external borrowings, guaranty, indemnification, undertakings or any other liabilities of the Pledgors (1) is required to be repaid or exercised early due to its default; or (2) is not repaid or exercised when due, which makes the Pledgee reasonably believes that the ability of the Pledgors to perform their obligations under this Agreement has been impaired.
- 7.1.7 Any of the Pledgors fails to repay general debts or other liabilities;
- 7.1.8 This Agreement is deemed to be illegal with promulgation of related laws, or any of the Pledgors is unable to continue to perform his obligations hereunder;
- 7.1.9 The consent, permit, approval or authorization from the competent authorities for making this Agreement enforceable, legal or valid is revoked, suspended, invalidated or materially amended;
- 7.1.10 Adverse change occur with respect to the assets of the Pledgors, which makes the Pledgee reasonably believes that the ability of the Pledgors to perform their obligations under this Agreement has been impaired.
- 7.1.11 Successor of the Pledgors or Beijing Company can only perform part of, or refuses to perform, its obligations under this Agreement.

7.1.12 Other circumstances occur which make the Pledgee unable to exercise or dispose of the Pledge Right in accordance with related laws.

7.2 In the event that is aware of or discover that any issue described in the above Article 7.1 or any other issue which may cause the occurrence of such mentioned issues has occurred, the Pledgors shall give a prompt written notice to the Pledgee.

7.3 Unless that the Event of Default specified in above Article 7.1 has been resolved to the satisfaction of the Pledgee, otherwise the Pledgee is entitled to (not obligated to) serve a Notice of Default to the Pledgors immediately following or any time after the occurrence of the Event of Default, to require the Pledgors and Beijing Company to immediately perform its obligations under the Master Agreement (including without limitation to payment of the due and unpaid debts and other amounts payable under the Services Agreements) or dispose of the Pledge Right in accordance with Article 8 hereof.

8. Exercise of Pledge Right

8.1 Prior to the fulfillment of performance of the obligations under the Master Agreement, neither of the Pledgors may transfer the Pledged Equity Interests without the written consent of the Pledgee.

8.2 In the event of occurrence of the Event of Default described in above Article 7, the Pledgee shall give a Notice of Default to the Pledgors when exercising the Pledge Right. The Pledgee may exercise the right to dispose of the Pledge Right at the same time of or any time after the service of the Notice of Default in accordance with Article 7.3.

8.3 The Pledgee has the right to sell in accordance with legal procedure or dispose of in the other way allowed by law the Pledged Equity Interests hereunder. If the Pledgee decides to exercise the Pledge Right, the Pledgors both undertake to transfer all of their shareholder rights to the Pledgee for exercise. In addition, the Pledgee has the priority to receive the proceedings arising from selling at a discount, auction of, or selling off the equity interests pledged by the Pledgors to the Pledgee according to the legal proceedings.

8.4 When the Pledgee is disposing of the Pledge Right in accordance with this Agreement, neither of the Pledgors may create any obstacle, and shall provide any necessary assistance to help the Pledgee to realize the Pledge Right.

9. Transfer of Agreement

9.1 Unless with the prior consent from the Pledgee, the Pledgors have no right to grant or transfer any of their rights and obligations hereunder.

9.2 This Agreement is binding upon the Pledgors and their successor, as well as the Pledgee, and its successors and assignees permitted by the Pledgee.

- 9.3 The Pledgee is entitled to transfer any or all rights and obligations under the Master Agreement to any person (individual/legal person) designated by it at anytime. Under this circumstance, the assignee have the same rights and obligations as the Pledgee under this Agreement, as if such rights and obligations are granted to it as a party to this Agreement. When transferring the rights and obligations under the Services Agreements, this Agreement, the Loan Agreement, the Exclusive Purchase Option Agreement and/or Power of Attorney, the Pledgors shall sign any and all related agreement and/or documents as required by the Pledgee.
- 9.4 With the change of pledgee due to the transfer, all the parties to the new pledge shall enter into a new pledge contract, which shall be substantially same to this Agreement in the content and to the satisfaction of the Pledgee.

10. Effectiveness and Termination

- 10.1 This Agreement becomes effective on the date hereof.
- 10.2 The Parties confirm that whether the pledge hereunder has been registered and recorded or not will not impair the effectiveness and validity of this Agreement.
- 10.3 This Agreement will terminate two (2) years after the Pledgors and /or Beijing Company no longer assume any liability under or arising from the Master Agreement.
- 10.4 Release of pledge shall be recorded accordingly on the register of shareholders of Beijing Company and related deregistration formalities shall be proceeded with at the Administration for Industry and Commerce of the place where Beijing Company is registered.

11. Processing Fee and Other Costs

All fees and actual costs related to this Agreement, including not limited to legal fees, processing fee, duty stamp and all the other related taxes and expenses shall be borne by the Pledgors. If related taxes is borne by the Pledgee in accordance with laws, then the Pledgor shall fully indemnify the Pledgee all the taxes withheld by the Pledgee.

12. Force Majeure

- 12.1 "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unpredictable, unavoidable, irresistible even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geographical variations, storms, floods, earthquakes, morning and evening tides, lightning or wars, riot, strike, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party.

12.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

13. Dispute Resolution

13.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.

13.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

14. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the Pledgee: Beijing Jingdong Century Trade Co., Ltd.

Address:	***

Phone:	***
Facsimile:	***
Attention:	***

If to the Pledgors: Qin Miao

Address: ***

Phone: ***
Facsimile: ***

Pang Zhang

Address: ***

Phone: ***
Facsimile: ***

Yayun Li

Address: ***

Phone: ***
Facsimile: ***

15. Miscellaneous

- 15.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 15.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 15.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 15.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement duly signed by the Parties is an integral part of and has the same effect with this Agreement.
- 15.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.

- 15.6 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 15.7 Any schedule hereto is an integral part of and has the same effect with this Agreement.
- 15.8 This Agreement is made in four (4) originals with each Party holding one (1) original. And other originals are submitted to the AIC for proceeding with the formalities of registration of pledge of equity interests.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

Signature of authorized
representative: /s/ Lei Xu

Party B: Qin Miao

By: /s/ Qin Miao

Yayun Li

By: /s/ Yayun Li

Pang Zhang

By: /s/ Pang Zhang

**Party C: Beijing Jiasheng Investment Management
Co., Ltd.**

Signature of authorized
representative: /s/ Cheng Chen

Signature page for the Equity Pledge Agreement

Schedule 1:

Register of Shareholders of Beijing Jiasheng Investment Management Co., Ltd.

Name of Shareholder	Capital Contribution Amount/Shareholding Percentage	Registration of Pledge
Qin Miao	RMB 450,000 45%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Yayun Li, Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022, Qin Miao has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.
Yayun Li	RMB 300,000 30%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Yayun Li, Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022, Yayun Li has pledged all the equity interests held by her to Beijing Jingdong Century Trade Co., Ltd.
Pang Zhang	RMB 250,000 25%	In accordance with the Equity Pledge Agreement by and among Qin Miao, Yayun Li, Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022, Pang Zhang has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jiasheng Investment Management Co., Ltd.

Signature of authorized representative:

/s/ Cheng Chen

Schedule 2:

**Beijing Jiasheng Investment Management Co., Ltd.
Capital Contribution Certificate
(No.: 001)**

Company: Beijing Jiasheng Investment Management Co., Ltd.
Date of Incorporation: November 18, 2014
Registered Capital: RMB 1,000,000
Shareholder: Qin Miao
Capital Contributed by Shareholder: RMB 450,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Yayun Li, Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022, Qin Miao has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jiasheng Investment Management Co., Ltd. (seal)

Signature: /s/ Cheng Chen

Name: Cheng Chen

Title: Legal representative

Date: October 17, 2022

Beijing Jiasheng Investment Management Co., Ltd.
Capital Contribution Certificate
(No.: 002)

Company: Beijing Jiasheng Investment Management Co., Ltd.

Date of Incorporation: November 18, 2014

Registered Capital: RMB 1,000,000

Shareholder: Yayun Li

Capital Contributed by Shareholder: RMB 300,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Yayun Li, Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022, Yayun Li has pledged all the equity interests held by her to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jiasheng Investment Management Co., Ltd. (seal)

Signature: /s/ Cheng Chen

Name: Cheng Chen

Title: Legal representative

Date: October 17, 2022

Beijing Jiasheng Investment Management Co., Ltd.
Capital Contribution Certificate
(No.: 003)

Company: Beijing Jiasheng Investment Management Co., Ltd.

Date of Incorporation: November 18, 2014

Registered Capital: RMB 1,000,000

Shareholder: Pang Zhang

Capital Contributed by Shareholder: RMB 250,000

In accordance with the Equity Pledge Agreement by and among Qin Miao, Yayun Li, Pang Zhang, Beijing Jingdong Century Trade Co., Ltd. and Beijing Jiasheng Investment Management Co., Ltd. dated October 17, 2022, Pang Zhang has pledged all the equity interests held by him to Beijing Jingdong Century Trade Co., Ltd.

Beijing Jiasheng Investment Management Co., Ltd. (seal)

Signature: /s/ Cheng Chen

Name: Cheng Chen

Title: Legal representative

Date: October 17, 2022

Schedule A

The following schedule sets forth information about the equity pledge agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities of the Registrant. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Capital Contribution</u>	<u>Date of Entitlement to all Proceeds for Pledgee</u>	<u>Effective Date</u>	<u>Execution Date</u>
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd.	The registered capital of Jiangsu Jingdong Bangneng Investment Management Co., Ltd. is RMB 80,000,000.00.	September 30, 2022	September 30, 2022	September 30, 2022
	Party B: Qin Miao, Pang Zhang and Yayun Li	The capital contribution amount and shareholding percentage of the shareholders are as follows:			
	Party C: Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Qin Miao: RMB 36,000,000.00 (45%) Yayun Li: RMB 24,000,000.00 (30%) Pang Zhang: RMB 20,000,000.00 (25%)			
Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	Party A: Beijing Jingdong Century Trade Co., Ltd.	The registered capital of Shanghai Jingdong Cai'ao E-commercial Co., Ltd. is RMB 10,000,000.00.	September 16, 2022	September 16, 2022	September 16, 2022
	Party B: Qin Miao, Pang Zhang and Yayun Li	The capital contribution amount and shareholding percentage of the shareholders are as follows:			
	Party C: Shanghai Jingdong Cai'ao E-commercial Co., Ltd.,	Qin Miao: RMB 4,500,000.00 (45%) Yayun Li: RMB 3,000,000.00 (30%) Pang Zhang: RMB 2,500,000.00 (25%)			
Suzhou Guanyinghou Media Technology Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd.	The registered capital of Suzhou Guanyinghou Media Technology Co., Ltd. is RMB 10,000,000.00.	December 11, 2017	December 11, 2017	December 11, 2017
	Party B: Qian Yang	The capital contribution amount and shareholding percentage of the shareholders are as follows: Qian Yang: RMB 10,000,000.00 (100%)			
	Party C: Suzhou Guanyinghou Media Technology Co., Ltd.				

Beijing JPT E-Commerce Co., Ltd.	<p>Party A: Beijing QGX Information Technology Co., Ltd.</p> <p>Party B: Yayun Li and Pang Zhang</p> <p>Party C: Beijing JPT E-Commerce Co., Ltd.</p>	<p>The registered capital of Beijing JPT E-Commerce Co., Ltd is RMB10,000,000</p> <p>The capital contribution amount and shareholding percentage are as follows: Beijing QGX Information Technology Co., Ltd.: RMB4,500,000 (45%) Yayun Li: RMB3,000,000 (30%) Pang Zhang: RMB2,500,000 (25%)</p>	September 16, 2022	September 16, 2022	September 16, 2022
Suqian Jiantong Enterprise Management Co., Ltd.	<p>Party A: Suqian Daxi Information Technology Co., Ltd.</p> <p>Party B: Suzhou Guanyinghou Media Technology Co., Ltd.</p> <p>Party C: Suqian Jiantong Enterprise Management Co., Ltd.</p>	<p>The registered capital of Suqian Jiantong Enterprise Management Co., Ltd. is RMB10,010,000.</p> <p>The capital contribution amount and shareholding percentage are as follows: Suzhou Guanyinghou Media Technology Co., Ltd.: RMB10,000,000 (99.99%), Xinshi Wang: RMB10,000 (0.1%)</p>	April 18, 2019	April 18, 2019	April 18, 2019
Suqian Juhe Digital Enterprise Management Co., Ltd.	<p>Party A: Jiangsu Huiji Space Technology Co., Ltd.</p> <p>Party B: Richard Qiangdong Liu, Yayun Li and Pang Zhang</p> <p>Party C: Suqian Juhe Digital Enterprise Management Co., Ltd.</p>	<p>The registered capital of Suqian Juhe Digital Enterprise Management Co., Ltd. is RMB10,000,000</p> <p>The capital contribution amount and shareholding percentage are as follows: Richard Qiangdong Liu: RMB4,500,000 (45%) Yayun Li: RMB3,000,000 (30%) Pang Zhang: RMB2,500,000 (25%)</p>	June 22, 2020	June 22, 2020	June 22, 2020
Suqian Yueyang Information Technology Co., Ltd.	<p>Party A: Shanghai Shengdayuan Information Technology Co., Ltd.</p> <p>Party B: Tingting Sui, Bo Xin and Pang Zhang</p> <p>Party C: Suqian Yueyang Information Technology Co., Ltd.</p>	<p>The registered capital of Suqian Yueyang Information Technology Co., Ltd. is RMB1,000,000</p> <p>The capital contribution amount and shareholding percentage are as follows: Tingting Sui: RMB450,000 (45%) Bo Xin: RMB300,000 (30%) Pang Zhang: RMB250,000 (25%)</p>	January 1, 2023	January 1, 2023	January 1, 2023
Jiangsu Jucheng Space Technology Co., Ltd.	<p>Party A: Suqian Jingdong Baoying Information Technology Co., Ltd.</p> <p>Party B: Qin Miao, Yayun Li and Pang Zhang</p> <p>Party C: Jiangsu Jucheng Space Technology Co., Ltd.</p>	<p>The registered capital of Jiangsu Jucheng Space Technology Co., Ltd. is RMB10,000,000</p> <p>The Capital contribution amount and shareholding percentage are as follows: Qin Miao: RMB4,500,000 (45%) Yayun Li: RMB3,000,000 (30%) Pang Zhang: RMB2,500,000 (25%)</p>	March 30, 2023	March 30, 2023	March 30, 2023

Power of Attorney

The undersigned, Qin Miao a citizen of the People's Republic of China (the "PRC") and a holder of 45% of the equity interests of Beijing Jiasheng Investment Management Co., Ltd. (the "Beijing Company") (the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Beijing Jingdong Century Trading Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Beijing Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Beijing Company according to laws and the articles of association of the Beijing Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Beijing Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Beijing Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Qin Miao

Dated: October 17, 2022

Power of Attorney

The undersigned, Yayun Li, a citizen of the People's Republic of China (the "PRC") and a holder of 30% of the equity interests of Beijing Jiasheng Investment Management Co., Ltd. (the "Beijing Company") (the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Beijing Jingdong Century Trading Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Beijing Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Beijing Company according to laws and the articles of association of the Beijing Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Beijing Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Beijing Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Yayun Li

Dated: October 17, 2022

Power of Attorney

The undersigned, Pang Zhang, a citizen of the People's Republic of China (the "PRC") and a holder of 25% of the equity interests of Beijing Jiasheng Investment Management Co., Ltd. (the "Beijing Company") (the "Shareholding"), hereby irrevocably authorizes any natural person appointed by Beijing Jingdong Century Trading Co., Ltd. (the "WFOE") to exercise the following rights during the term of this Power of Attorney:

Any natural person appointed by the WFOE is hereby authorized to exercise on behalf of the undersigned as his sole and exclusive agent the rights in respect of the Shareholding including without limitation: (1) attend shareholders' meeting of the Beijing Company and sign resolutions thereof on behalf of the undersigned; (2) exercise all rights of the undersigned as a shareholder of the Beijing Company according to laws and the articles of association of the Beijing Company, including without limitation the rights to vote and to sell, transfer, pledge or dispose all or any part of the Shareholding; and (3) designate and appoint on behalf of the undersigned the legal representative, chairperson, director, supervisor, chief executive officer and any other senior management of the Beijing Company.

Subject to the powers and authorities provided under this Power of Attorney, any natural person appointed by the WFOE will have the right to sign on behalf of the undersigned any transfer agreement contemplated under the Exclusive Purchase Option Agreement to which the undersigned will be a party, and to perform the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, each of which is dated the date hereof and to which the undersigned is a party. Exercise of such right will not have any restriction upon this Power of Attorney.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to transfer, apply or otherwise dispose any cash dividend, bonus and any other non-cash gain arising from the Shareholding on reliance of any oral or written instruction from the undersigned.

Unless otherwise provided under this Power of Attorney, any natural person appointed by the WFOE has the right to take any action regarding the Shareholding according to his/her own judgment without any oral or written instruction from the undersigned.

Any and all the actions associated with the Shareholding made by any natural person appointed by the WFOE will be deemed as the action of the undersigned, and any and all documents relating to the Shareholding executed by any natural person appointed by the WFOE shall be deemed to be executed and acknowledged by the undersigned.

Any natural person appointed by the WFOE may delegate this power of attorney by assigning his/her rights relating to the conduct of the aforesaid matter and exercise of the Shareholding to any other person or entity at his/her own discretion without prior notice to or consent from the undersigned.

This Power of Attorney is irrevocable and effective as of the date hereof as long as the undersigned is a shareholder of the Beijing Company. This Power of Attorney supersedes any other power of attorney previously signed by the undersigned.

During the term of this Power of Attorney, the undersigned hereby waives all of the rights associated with the Shareholding which have been authorized to any natural person appointed by the WFOE and will not exercise any such right by himself.

By: /s/ Pang Zhang

Dated: October 17, 2022

Schedule A

The following schedule sets forth information about the power of attorney substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Execution Date</u>
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Qin Miao	September 30, 2022
	Yayun Li	September 30, 2022
	Pang Zhang	September 30, 2022
Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	Qin Miao	September 16, 2022
	Yayun Li	September 16, 2022
	Pang Zhang	September 16, 2022
Suzhou Guanyinghou Media Technology Co., Ltd.	Qian Yang	December 11, 2017
Beijing JPT E-Commerce Co., Ltd.	Qin Miao	September 16, 2022
	Yayun Li	September 16, 2022
	Pang Zhang	September 16, 2022
Suqian Jiantong Enterprise Management Co., Ltd.	Xinshi Wang	April 18, 2019
	Suzhou Guanyinghou Media Technology Co., Ltd.	April 18, 2019
Suqian Juhe Digital Enterprise Management Co., Ltd.	Richard Qiangdong Liu	June 22, 2020
	Yayun Li	June 22, 2020
	Pang Zhang	June 22, 2020
Suqian Yueyang Information Technology Co., Ltd.	Tingting Sui	January 1, 2023
	Bo Xin	January 1, 2023
	Pang Zhang	January 1, 2023
Jiangsu Jucheng Space Technology Co., Ltd.	Qin Miao	March 30, 2023
	Yayun Li	March 30, 2023
	Pang Zhang	March 30, 2023

EXCLUSIVE TECHNOLOGY CONSULTING AND SERVICE AGREEMENT

This EXCLUSIVE TECHNOLOGY CONSULTING AND SERVICE AGREEMENT (this “**Agreement**”), dated October 17, 2022, is made in Beijing, the People’s Republic of China (the “**PRC**”) by and among:

Party A: **Beijing Jingdong Century Trade Co., Ltd.**, with registered address at Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing; and

Party B: **Beijing Jiasheng Investment Management Co., Ltd.**, a limited liability company incorporated and existing under the laws of the PRC, with registered address at Room 706, 7/F, Building 1, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing.

(Party A and Party B individually, a “**Party**”; collectively, the “**Parties**”)

Whereas,

1. Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws, having the resources and qualifications to provide Party B with technology consulting and services;
2. Party B is a limited liability company duly incorporated and validly existing under the PRC laws;

NOW, THEREFORE, the Parties hereby agree as follows through negotiations:

1. Technology Consulting and Services; Sole and Exclusive Rights and Interests

- 1.1 During the term of this Agreement, Party A agrees to provide Party B with technology consulting and services set forth in Exhibit I attached hereto subject to the terms and conditions of this Agreement.
- 1.2 Party B agrees to accept the technology consulting and services provided by Party A. Party B further agrees that during the term hereof, it will not accept the same or similar technology consulting and services with respect to the foregoing business operations from any third party, unless with prior written consent from Party A.
- 1.3 Any and all rights and interests arising from performance of this Agreement, including without limitation ownership, copyright, patent and other intellectual properties, technical and business secrets, which is developed by Party A or by Party B based on the intellectual property owned by Party A, will be solely and exclusively owned by Party A.

2. Calculation and Payment of Technology Consulting and Services Fee

- 2.1 Party B agrees to pay technology consulting and services fee set forth under this Agreement to Party A for the technology consulting and services provided by Party A under this Agreement (the “**Consulting Services Fee**”).
- 2.2 The Parties agree to determine and pay the Consulting Services Fee according to Exhibit II attached hereto.

3. Representations and Warranties

- 3.1 Party A hereby represents and warrants that:
 - 3.1.1 It is a wholly foreign-owned enterprise duly incorporated and validly existing under the laws of the PRC;
 - 3.1.2 Its execution and performance of this Agreement are within the scope of its corporate power and business; it has taken necessary corporate actions and obtained appropriate authorization and necessary consent and approvals from third parties and government agency, and execution of this Agreement will not constitute a breach of any law or contract which has binding or other effect upon it; and
 - 3.1.3 This Agreement, once executed, constitutes legal, valid and binding obligations of Party A, and is enforceable upon Party A pursuant to its terms.
- 3.2 Party B hereby represents and warrants that:
 - 3.2.1 It is a limited liability company duly incorporated and validly existing under the laws of the PRC;
 - 3.2.2 Its execution and performance of this Agreement are within the scope of its corporate power and business; it has taken necessary corporate actions and obtained appropriate authorization and necessary consent and approvals from third parties and government agency, and execution of this Agreement will not constitute a breach of any law or contract which has binding or other effect upon it; and
 - 3.2.3 This Agreement, once executed, constitutes legal, valid and binding obligations of Party B, and is enforceable upon Party B pursuant to its terms.

4. Confidentiality

- 4.1 Party B agrees to take reasonably best efforts to keep in confidence Party A’s confidential information and materials (“**Confidential Information**”) that it may be aware of or have access to in connection with its acceptance of Party A’s exclusive consulting and services. Without prior written consent from Party A, Party B shall not disclose, offer or transfer any Confidential Information to any third party. If this Agreement terminates and upon Party A’s request, Party B shall return to Party A or destroy all of the documents, materials or software containing Confidential Information, and shall delete any Confidential Information from all relevant memory devices and cease to use any Confidential Information.

4.2 This Article 4 will survive any change, termination or expiration of this Agreement.

5. Breach of Contract

If either party (the “**Defaulting Party**”) breaches any provision of this Agreement, which causes damage to the other Party (the “**Non-defaulting Party**”), the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or pursue other remedies in accordance with laws.

6. Effectiveness and Term

6.1 This Agreement shall take effect as of the date first written above. The term of this Agreement is ten (10) years unless early termination occurs in accordance with relevant provisions herein or any other agreement reached by the Parties.

6.2 This Agreement may be extended upon Party A’s written confirmation prior to the expiration of this Agreement and the extended term shall be ten (10) years or the term agreed by both Parties.

7. Termination

7.1 This Agreement shall be terminated on the expiring date unless it is renewed in accordance with the relevant provisions herein.

7.2 During the term hereof, Party B may not make early termination of this Agreement unless Party A commits gross negligence, fraud or other illegal action, or goes bankrupt. Notwithstanding the foregoing, Party A shall always have the right to terminate this Agreement by issuing a thirty (30) days’ prior written notice to Party B.

7.3 The rights and obligations of the Parties under Articles 4 and 5 will survive termination of this Agreement.

8. Governing Law and Dispute Resolution

- 8.1 The execution, interpretation, performance of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 8.2 The parties hereto shall strive to settle any dispute arising from the interpretation or performance of the terms under this Agreement through friendly consultation in good faith. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by either Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon both Parties.

9. Force Majeure

- 9.1 "Force Majeure Event" shall mean any event beyond the reasonable controls of the Party so affected, which are unpredictable, unavoidable, irresistible even if the affected Party takes a reasonable care, including but not limited to governmental acts, Act of God, fires, explosion, geographical variations, storms, floods, earthquakes, morning and evening tides, lightning or wars, riot, strike, and any other such events that all Parties have reached a consensus upon. However, any shortage of credits, funding or financing shall not be deemed as the events beyond reasonable controls of the affected Party.
- 9.2 In the event that the performance of this Agreement is delayed or interrupted due to the said Force Majeure Event, the affected Party shall be excused from any liability to the extent of the delayed or interrupted performance. The affected Party which intends to seek exemption from its obligations of performance under this Agreement or any provision of this Agreement shall immediately inform the other Party of such a Force Majeure Event and the measures it needs to take in order to complete its performance.

10. Notices

All notices or other correspondences given by either Party pursuant to this Agreement shall be made in writing and may be delivered in person, or by registered mail, postage prepaid mail, generally accepted courier service or facsimile to the following addresses of the relevant Party or both Parties, or any other address notified by the other Party from time to time, or another person's address designated by it. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after delivery to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to **Party A: Beijing Jingdong Century Trade Co., Ltd.**

Address: ***

Telephone: ***

Fax: ***

Attention: ***

If to **Party B: Beijing Jiasheng Investment Management Co., Ltd.**

Address: ***

Telephone: ***

Fax: ***

Attention: ***

11. Assignment

Party B shall not assign its rights and obligations under this Agreement to any third party without the prior written consent of Party A.

12. Severability

If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.

13. Amendment and Supplement to Agreement

Any amendment and supplement to this Agreement shall be made in writing by the Parties. Any agreements on such amendment and supplement duly executed by both Parties shall be deemed as a part of this Agreement and shall have the same legal effect as this Agreement.

14. Miscellaneous

- 14.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 14.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 14.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.

- 14.4 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 14.5 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 14.6 Any attachment hereto is an integral part of and has the same effect with this Agreement.
- 14.7 This Agreement is made in two originals with each Party holding one and both originals are equally authentic.

(No text below)

(Signature Page of Exclusive Technology Consulting and Service Agreement)

IN WITNESS THEREOF, each Party hereto has caused this Agreement duly executed by their respective legal representative or duly authorized representative on its behalf as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

/s/ Beijing Jingdong Century Trade Co., Ltd.

(Seal of Beijing Jingdong Century Trade Co., Ltd.)

By: /s/ Lei Xu

Party B: Beijing Jiasheng Investment Management Co., Ltd.

/s/ Beijing Jiasheng Investment Management Co., Ltd.

(Seal of Beijing Jiasheng Investment Management Co., Ltd.)

By: /s/ Cheng Chen

Exhibit 1: List of Technology Consulting and Services

Party A will provide the following technology consulting and services to Party B:

- (1) technology research and development required in connection Party B's business operations, including development, design and production of database software for information storage and other related technologies as well as granting license of such technology to Party B;
- (2) technology application and implementation for Party B's business operations, including without limitation master design, installation, commissioning and trial operation of technical systems;
- (3) routine maintenance, supervision, commissioning and trouble shooting for Party B's computer network equipment, including prompt customer information input to database, or promptly update database and customer interface, as well as other related technical services;
- (4) consulting services for procurement of equipment, software and hardware systems necessary for web-based business operations by Party B, including without limitation consulting and advising on selection, installation and commissioning of tool software, application software and technical platform, as well as the selection, type and function of complementary hardware facilities and equipment;
- (5) appropriate training and technical support for Party B's employees, including without limitation providing raining on customer services or technologies, sharing knowledge and experience on installation and operation of systems and equipment, assisting to resolve any problem in connection with system and equipment installation and operation, consulting and advising on operation of any other web edition platform and software, and assisting to collect and compile information and contents;
- (6) technology consulting and response to enquiries raised by Party B relating to network equipment, technical products and software; and
- (7) any other technical services and consulting required by Party B for business operations.

Exhibit II: Calculation and Payment of Technology Consulting and Services Fee

The amount of the service fee will be determined on the basis of:

- (1) difficulty of the technology and complexity of the consulting and management services;
- (2) time required by Party A to provide technology consulting and management services; and
- (3) contents and commercial value of the technology consulting and management services.

Party A will issue a fee statement based on the workload and commercial value of the technical services provided by Party B as well as the prices agreed by the Parties to Party B on quarterly basis. Party B will pay the consulting and services fee according to the time and amount set forth in the statement, provided that Party B will pay no less than RMB _____ as consulting and services fee (the “Quarterly Minimum Service Fee”) to Party A on quarterly basis. Party A may revise at any time the standards of consulting and services fee based on the amount and composition of the consulting and services fee payable by Party B.

The Quarterly Minimum Service Fee is subject to approval from Party A’s board of directors, and will be reviewed and revised no less than once yearly. Any revision and change of Quarterly Minimum Service Fee is subject to approval from Party A’s board of directors.

Schedule A

The following schedule sets forth information about the exclusive technology consulting and service agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Calculation and Payment of Technology Consulting and Services Fee</u>	<u>Execution Date</u>
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd. Party B: Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Same as this exhibit	September 30, 2022
Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	Party A: Beijing Jingdong Century Trade Co., Ltd. Party B: Shanghai Jingdong Cai'ao Ecommercial Co., Ltd.	Same as this exhibit	September 16, 2022
Suzhou Guanyinghou Media Technology Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd. Party B: Suzhou Guanyinghou Media Technology Co., Ltd.	Same as this exhibit	December 11, 2017
Beijing JPT E-Commerce Co., Ltd.	Party A: Beijing QGX Information Technology Co., Ltd. Party B: Beijing JPT E-Commerce Co., Ltd.	Same as this exhibit	September 16, 2022

Suqian Jiantong Enterprise Management Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd. Party B: Suqian Jiantong Enterprise Management Co., Ltd.	Same as this exhibit	April 18, 2019
Suqian Juhe Digital Enterprise Management Co., Ltd.	Party A: Jiangsu Huiji Space Technology Co., Ltd. Party B: Suqian Juhe Digital Enterprise Management Co., Ltd.	Same as this exhibit	June 22, 2020
Suqian Yueyang Information Technology Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd. Party B: Suqian Yueyang Information Technology Co., Ltd.	Same as this exhibit	January 1, 2023
Jiangsu Jucheng Space Technology Co., Ltd.	Party A: Suqiang Jingdong Baoying Information Technology Co., Ltd. Party B: Jiangsu Jucheng Space Technology Co., Ltd.	Same as this exhibit	March 30, 2023

Business Operations Agreement

This Business Operations Agreement (this “**Agreement**”) is made as of October 17, 2022, in Beijing, the People’s Republic of China (the “**PRC**”) by and among:

Beijing Jingdong Century Trade Co., Ltd., with registered address at Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing (“**Party A**”)

Beijing Jiasheng Investment Management Co., Ltd., with registered address at Room 706, 7/F, Building 1, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing (“**Party B**”)

And

Qin Miao, with PRC identification number of ***;

Yayun Li, with PRC identification number of ***; and

Pang Zhang, with PRC identification number of ***

(Qin Miao, Yayun Li and Pang Zhang collectively, “**Party C**”)

(Party A, Party B and Party C Individually a “**Party**”, and collectively the “**Parties**”)

WHEREAS:

- A Party A is a wholly foreign-owned enterprise duly incorporated and validly existing under the PRC laws;
- B Party B is a limited liability company duly incorporated and validly existing under the PRC laws;
- C A business relationship has been established between Party A and Party B by entering into an Exclusive Consulting and Services Agreement, whereby Party B is required to make all payments to Party A thereunder. Therefore, the daily operations of Party B will have a material impact on its ability to pay the payables to Party A; and
- D Party C is shareholders of Party B whose 45%, 30% and 25% equity interests are respectively owned by Qin Miao, Yayun Li and Pang Zhang.

NOW, THEREFORE, the Parties hereby agree and intend to be legally bound as follows through friendly negotiations and in the principles of equity and mutual benefit:

1. Negative Undertakings

In order to ensure Party B's performance of the agreements between Party A and Party B and all its obligations owed to Party A, Party B and Party C hereby confirm and agree that unless with prior written consent from Party A or a third party appointed by Party A, Party B shall not conduct any transaction which may materially affect any of its assets, businesses, employees, duties, rights or operations, including but not limited to the following:

- 1.1 to conduct any business that is beyond the normal business scope or in a manner inconsistent with past practices;
- 1.2 to borrow money or incur any debt from any third party;
- 1.3 to change or dismiss any director or to dismiss and replace any senior management member;
- 1.4 to sell to or acquire from any third party, or otherwise dispose any of its material assets or rights, including but not limited to any intellectual property rights;
- 1.5 to provide guarantee in favor of any third party or impose any encumbrance upon any of its assets (including intellectual property rights);
- 1.6 to amend its articles of association or change its scope of business;
- 1.7 to change its ordinary course of business or modify any material internal bylaws or systems;
- 1.8 to assign any of the rights or obligations under this Agreement to any third party;
- 1.9 to make significant adjustment to any of its business operations, marketing strategies, operation policies or client relations; and
- 1.10 to make any form of distribution of dividend or bonus.

2. Operational and Human Resource Management

- 2.1 Party B and Party C hereby agree to accept and strictly perform the comments and instructions from Party A from time to time regarding employment and dismissal of its employees, the daily business management and financial management.
- 2.2 Party B and Party C hereby jointly and severally agree that Party C shall appoint the person elected in accordance with the procedures required by applicable laws and regulations and the articles of association of Party B or designated by Party A as director (or managing director) or supervisor of Party B, and cause such director to elect the person recommended by Party A as the chairman of the board (if any), and appoint the persons designated by Party A as Party B's General Manager, Chief Financial Officer, and other officers.

- 2.3 If any of the above directors or officers resigns or is dismissed by Party A, he or she will lose the qualification to hold any position in Party B and, under such circumstance, Party C shall remove such person from his or her position in Party B and immediately elect or appoint any other candidate designated by Party A to assume such position.
- 2.4 For the purpose of Section 2.3, Party C shall effect all internal or external procedures necessary to accomplish the dismissal and appointment in accordance with relevant laws and regulations, the articles of association of Party B and this Agreement.
- 2.5 Party C hereby agree to, upon execution of this Agreement, simultaneously sign a Power of Attorney whereby Party C shall authorize irrevocably any individual appointed by Party A to exercise shareholders' rights, including the full voting right of a shareholder at Party B's shareholders' meetings. Party C further agrees to replace the authorized person appointed according to the above mentioned power of attorney (the "**Trustee**") at any time pursuant to the requirements of Party A by revoking its authorization to the Trustee and granting the same authorization to such other person designated by Party A by execution of a power of attorney in the form and substance similar to that contemplated in the preceding sentence with immediate effect.

3. Right of Information

The Trustee may be provided with any information regarding operations, clients, financial conditions and employees of Party B and have access to relevant materials of Party B in connection with exercising any of the rights authorized to it. The right of information provided in this Section 3 shall be the same with the right to access Party B's information by any of its shareholders, and will be exercised with sufficient facility from Party B without any interference.

4. Waiver

It is agreed by the Parties that unless caused by the material neglect or willful misconduct of Party A, Party A will not be held liable for any indemnity by any other Party or any third Party due to the Trustee's exercise of any of its rights.

5. Representations and Warranties by Party C

- 5.1 Party C, in the capacity of natural person, is Chinese citizens having full civil capabilities to execute, deliver and perform this Agreement and perform its obligations hereunder or, in the capacity of legal person, is a limited liability company duly incorporated and validly existing under the PRC laws, has full and independent capabilities to execute, deliver and perform this Agreement.
- 5.2 Party C has the right to execute, deliver and perform this Agreement without any approval or authorization.

- 5.3 None of Party C's execution and performance of this Agreement is in violation of any of its articles of association, or any laws, regulations, governmental approvals, authorizations, notices or other documents binding upon or having effect upon Party C, or any contracts with or any covenants to any third party by Party C.
- 5.4 Once executed, this Agreement will constitute legal and valid obligations enforceable against Party C.
- 5.5 Unless otherwise provided under this Agreement or the Equity Pledge Agreement, there is no mortgage, pledge or any other security interest, or restrictive agreement with any third party, or offer to transfer to any third party, or covenant in response to any offer to buy from any third party, or any agreement with any third party to transfer, in each case regarding any of Party B's equity interests by Party C.
- 5.6 Party C will be in strict compliance with this Agreement and actively perform its obligations hereunder. Party C will also cause Party B to be in strict compliance with this Agreement and refrain from any action or omission which may affect validity or enforceability of this Agreement.

6. Representations and Warranties by Party B

- 6.1 Party B is a limited liability company duly incorporated and validly existing under the PRC laws.
- 6.2 Party B has received all consents and authorizations necessary and desirable to execute, deliver and perform this Agreement.
- 6.3 Party C will be in strict compliance with this Agreement, actively perform its obligations hereunder, and refrain from any action or omission which may affect validity or enforceability of this Agreement.

7. Breach Liability

- 7.1 Subject to provisions under Section 4 of this Agreement, Party B and Party C shall jointly and severally indemnify and hold harmless Party A and any of its shareholders, directors, employees, affiliates, agents, successors and trustees from any claim, harm, expenses, indemnities, liabilities, fines or any other loss or damages arising from:
 - 7.1.1 any breach or failure to perform this Agreement by Party C and/or Party B; or
 - 7.1.2 any material neglect or willful misconduct, or any breach of applicable laws or regulations by Party C and/or Party B.
- 7.2 Without prejudice to the indemnity liability provided under Section 7.1, Party A may require Party C and Party B to stop or prevent any breach of this Agreement, and/or require Party C and Party B to perform its obligations under this Agreement.

8. Confidentiality

Each of the Parties acknowledges and confirms that the existence and terms of this Agreement, as well as any oral or written information exchanged among the Parties in connection with preparation or performance of this Agreement, will be confidential information. Each of Party C and party B will keep all confidential information in confidence and, without prior written consent from Party A, may not disclose any confidential information to any third party, unless such information (a) is in the public domain (not due to unauthorized disclosure by the receiving Party); (b) is required for disclosure by any applicable laws or regulations, rules of any exchange, or requirements or orders from any government authority or court having jurisdiction; or (c) is disclosed by Party C or Party B to any of its legal or financial advisors on as-needed basis, provided that such legal or financial advisor shall comply with the confidentiality obligations similar to this Section 8. Disclosure of any confidential information by any person or entity engaged by Party C or Party B shall be deemed as disclosure of such information by Party C and/or Party B, and consequently Party C and/or Party B shall be held liable for breach of this Agreement.

9. Other Agreements

- 9.1 This Agreement shall be binding on and inure to the benefit of each of the Parties and their respective successors, heirs and permitted assigns. Without prior written consent from Party A, Party C may not transfer any of its rights, interests or obligations under this Agreement.
- 9.2 Party C hereby agrees that Party A may transfer any of its rights and obligations under this Agreement to any third party at its discretion with notice to Party C in writing but without consent from Party C.
- 9.3 If any agreement between Party A and Party B terminates or expires, Party A will have the right to terminate all of the agreements between Party A and Party B including, among others, the Exclusive Consulting and Services Agreement.
- 9.4 Considering the business relationship between Party A and Party B has been established through execution of the Exclusive Consulting and Services Agreement, and daily business activities of Party B will have a material impact on Party B's ability to pay the payables to Party A, Party C agrees that subject to Section 1 of this Agreement, any dividend, distribution or other gain or interest received by it as shareholder of Party B will be immediately, unconditionally and freely paid or transferred to Party A, and provide any document or take any action necessary to accomplish such payment or transfer at the request of Party A.
- 9.5 Party C will provide assistance sufficient for the Trustee to exercise any right authorized to it, including without limitation prompt signing any resolution of the shareholders or any other relevant legal document when it is necessary to do so (including required in connection with any approval, registration and filing from or with any government authority). Party C hereby confirms that its covenants under Section 9.5 of this Agreement will not restrict its authorization of any right to the Trustee.

10. Entire Agreements and Amendments

- 10.1 This Agreement and all agreements and/or documents referred to or expressly included herein represent all agreements among the Parties regarding the subject matter hereof, and supersede all previous agreements, contracts, understandings and communications among all the Parties, oral or written, with respect to the subject matters of this Agreement.
- 10.2 Any amendment of this Agreement will not be effective without agreement of the Parties in writing. Any amendment and supplement duly executed by the Parties shall be an integral part of and have the same effect with this Agreement.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the PRC laws.

12. Dispute Resolution

- 12.1 Any dispute arising from or in connection with this Agreement will be settled through negotiations and, if the negotiations fail, be submitted to Beijing Arbitration Commission (“**BAC**”) for arbitration in accordance with its rules then effect. The arbitration shall take place in Beijing. The language of arbitration shall be in Chinese. The arbitrary award shall be final and binding upon each of the Parties. This Section 12.1 will survive termination or expiration of this Agreement.
- 12.2 each of the Parties shall continue to perform its obligations under this Agreement in good faith other than the matter under dispute.

13. Notice

Any and all notices given by any of the Parties regarding any of its rights or obligations under this Agreement shall be made in writing and delivered in person, by registered mail, postage prepaid mail, recognized courier service or facsimile to the following addresses.

If to Party A: **Beijing Jingdong Century Trade Co., Ltd.**

Address: ***

Phone: ***
Fax: ***

Attention: ***

If to Party B: **Beijing Jiasheng Investment Management Co., Ltd.** with registered address at

Address: ***

Phone: ***
Fax: ***
Attention: ***

If to Party C:

Qin Miao

Address: ***

Phone: ***
Fax: ***

Yayun Li

Address: ***

Phone: ***
Fax: ***

Pang Zhang

Address: ***

Phone: ***
Fax: ***

14. Effect, Term and Others

- 14.1 Any written consent, proposal, appointment relating to Party A under this Agreement and any other decision having material effect upon daily business operations of Party B will be made by the board of directors/managing director of Party A.
- 14.2 The term of this Agreement will commence as of the date hereof and, unless early terminated by Party A, expire upon dissolution of Party B under the PRC laws. At the request of Party A, the Parties may extend the term of this Agreement prior to its expiration, and enter into separate business operation agreement or continue to perform this Agreement, in each case at the request of Party A.
- 14.3 Neither Party B nor Party C may terminate this Agreement during the term hereof. Party A shall have the right to terminate this Agreement at any time with written notice to Party B and Party C no less than thirty (30) days in advance.

- 14.4 It is confirmed by the Parties that this Agreement represent their fair and reasonable agreements made on the basis of equity and mutual benefits. If any clause hereof is held invalid or unenforceable under applicable laws, such clause shall be deemed to have been deleted from this Agreement and invalid, and the remainder of this Agreement will continue to have effect and be deemed to have excluded such clause. The Parties will negotiate to replace the deleted clause with legal, valid one acceptable to each of the Parties.
- 14.5 Any failure or delay on the part of any Party to exercise any rights, powers or privileges hereunder shall not operate as a waiver thereof. Any single or partial exercise of such rights, powers or privileges shall not preclude any further exercise of such rights, powers or privileges.
- 14.6 This Agreement is in five originals with each Party holding one thereof. Each of the originals has the same effect.

[Remaining intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first written above.

PARTY A: BEIJING JINGDONG CENTURY TRADE CO., LTD.

/s/ Beijing Jingdong Century Trade Co., Ltd.
(Seal of Beijing Jingdong Century Trade Co., Ltd.)

By: /s/ Lei Xu

PARTY B: BEIJING JIASHENG INVESTMENT MANAGEMENT CO., LTD.

/s/ Beijing Jiasheng Investment Management Co., Ltd.
(Seal of Beijing Jiasheng Investment Management Co., Ltd.)

By: /s/ Cheng Chen

PARTY C:

By: /s/ Qin Miao

By: /s/ Yayun Li

By: /s/ Pang Zhang

Schedule A

The following schedule sets forth information about the business operations agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Execution Date</u>
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd. Party B: Jiangsu Jingdong Bangneng Investment Management Co., Ltd. Party C: Qin Miao, Yayun Li and Pang Zhang	September 30, 2022
Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	Party A: Beijing Jingdong Century Trade Co., Ltd. Party B: Shanghai Jingdong Cai'ao E-commercial Co., Ltd. Party C: Qin Miao, Yayun Li and Pang Zhang	September 16, 2022
Suzhou Guanyinghou Media Technology Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd. Party B: Suzhou Guanyinghou Media Technology Co., Ltd. Party C: Qian Yang	December 11, 2017
Beijing JPT E-Commerce Co., Ltd.	Party A: Beijing QGX Information Technology Co., Ltd. Party B: Beijing JPT E-Commerce Co., Ltd. Party C: Yayun Li and Pang Zhang	September 16, 2022
Suqian Jiantong Enterprise Management Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd. Party B: Suqian Jiantong Enterprise Management Co., Ltd. Part C: Xinshi Wang, Suzhou Guanyinghou Media Technology Co., Ltd.	April 18, 2019
Suqian Juhe Digital Enterprise Management Co., Ltd.	Party A: Jiangsu Huiji Space Technology Co., Ltd. Party B: Suqian Juhe Digital Enterprise Management Co., Ltd. Party C: Richard Qiangdong Liu, Yayun Li and Pang Zhang	June 22, 2020
Suqian Yueyang Information Technology Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd. Party B: Suqian Yueyang Information Technology Co., Ltd. Party C: Tingting Sui, Bo Xin and Pang Zhang	January 1, 2023
Jiangsu Jucheng Space Technology Co., Ltd.	Party A: Suqian Jingdong Baoying Information Technology Co., Ltd. Party B: Jiangsu Jucheng Space Technology Co., Ltd. Party C: Qin Miao, Yayun Li and Pang Zhang	March 30, 2023

EXCLUSIVE PURCHASE OPTION AGREEMENT

This EXCLUSIVE PURCHASE OPTION AGREEMENT (this “**Agreement**”), dated October 17, 2022, is made in Beijing, People’s Republic of China (the “**PRC**”) by and among:

Party A: Beijing Jingdong Century Trade Co., Ltd., a wholly foreign owned company incorporated in the PRC with registered address at Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing;

Party B: Qin Miao, with PRC identification number of ***;

Yayun Li, with PRC identification number of ***; and

Pang Zhang, with PRC identification number of ***

And

Party C: Beijing Jiasheng Investment Management Co., Ltd., a limited liability company incorporated and existing under the laws of the PRC, with registered address at Room 706, 7/F, Building 1, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing.

(Party A, Party B and Party C individually being referred to as a “**Party**” and collectively the “**Parties**”)

Whereas,

1. Party C is a limited liability company duly incorporated and validly existing under the PRC laws. Party B has an aggregate holding of 100% equity interests in Party C, with Qin Miao, Yayun Li and Pang Zhang holding 45%, 30% and 25% thereof, respectively;
2. Party B and Party C have made a Loan Agreement (the “**Loan Agreement**”) and an Equity Pledge Agreement (the “**Equity Pledge Agreement**”) dated October 17, 2022; and

NOW, THEREFORE, the Parties hereby agree as follows through negotiations:

1. Purchase and Sale of Equity Interests**1.1 Grant of Right**

Party B hereby exclusively and irrevocably grants Party A an exclusive option to purchase or designate one or several person(s) (the “**Designated Person**”) to purchase all or any part of the equity interests held by Party B in Party C (the “**Purchase Option**”) at any time from Party B at the price specified in Article 1.3 of this Agreement in accordance with the procedures determined by Party A at its own discretion and to the extent permitted by the PRC laws. No party other than Party A and the Designated Person may have the Purchase Option. Party C hereby agrees Party B to grant the Purchase Option to Party A. For purpose of this Section 1.1 and this Agreement, “person” means any individual, corporation, joint venture, partnership, enterprise, trust or non-corporation organization.

1.2 Procedures

Party A may exercise the Purchase Option subject to its compliance with the PRC laws and regulations. Upon exercising the Purchase Option, Party A will issue a written notice (the “**Equity Interest Purchase Notice**”) to Party B which notice will specify: (i) Party A’s decision to exercise the Purchase Option; (ii) the percentage of equity interest to be purchased from Party B (the “**Purchased Equity Interest**”); (iii) the date of purchase/equity interest transfer, and (iv) and the purchase price.

1.3 Purchase Price

1.3.1 When Party A exercises the Purchase Option, the purchase price of the Purchased Equity Interest (“**Purchase Price**”) shall be equal to the registered capital paid by Party B for the Purchased Equity Interest, unless applicable PRC laws and regulations require appraisal of the Purchased Equity Interest or any other restriction on the Purchase Price.

1.3.2 If applicable PRC laws require appraisal of the Purchased Equity Interest or any other restrictions on the Purchase Price in connection with exercise of the Purchase Option by Parties A, Party A and Party B agree that the Purchase Price of the Purchased Equity Interest shall be the lowest price permissible under applicable laws. If the lowest price permissible under applicable laws is higher than the registered capital corresponding to the Purchased Equity Interest, the amount of the exceeding balance shall be repaid to Party A by Party B according to the Loan Agreement.

1.4 Transfer of the Purchased Equity Interest

When Party A exercises the Purchase Option:

1.4.1 Party B shall cause Party C to promptly convene a shareholders’ meeting, during which a resolution shall be adopted to approve transfer of the equity interest to Party A and/or the Designated Person and waiver of its right of first refusal regarding the Purchased Equity Interest by Party B;

1.4.2 Party B shall enter into an equity interest transfer agreement with Party A and/ or the Designated Person pursuant to the terms and conditions of this Agreement and the Purchase Notice;

1.4.3 The Parties shall execute all other contracts, agreements or documents, obtain all governmental approvals and consents, and conduct all actions that are necessary to transfer the ownership of the Purchased Equity Interest to Party A and or the Designated Person free from any security interest and cause Party A and/or the Designated Person to be registered as the owner of the Purchased Equity Interest. For the purpose of this Section 1.4.3 and this Agreement, “**Security Interest**” includes guarantees, mortgages, pledges, third-party rights or interests, any purchase option, right of acquisition, right of first refusal, right of set-off, ownership detention or other security arrangements, but excludes any security interest arising from this Agreement or the Equity Pledge Agreement.

- 1.4.4 Party B and Party C shall unconditionally use its best efforts to assist Party A in obtaining the governmental approvals, permits, registrations, filings and complete all formalities necessary for the transfer of the Purchased Equity Interest.

2. Covenants regarding the Equity Interest

- 2.1 Party C hereby covenants that:
- 2.1.1 Without prior written consent by Party A, it will not supplement, change or amend the Articles of Association, increase or decrease the registered capital, or otherwise change the registered capital structure of Party C;
 - 2.1.2 It will maintain due existence of Party C, prudently and effectively operate and handle its business in accordance with fair financial and business standards and customs;
 - 2.1.3 Without prior written consent of Party A and as of the date of this Agreement, it will not sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any assets, businesses or income of Party C, or permit existence of such security interest;
 - 2.1.4 Without prior written consent by Party A, it will not incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from Party A;
 - 2.1.5 It will continue all business operations normally to maintain its asset value, and refrain from any action/omission that may adversely affect its business operations and asset value;
 - 2.1.6 Without prior written consent by Party A, not to enter into any material agreement, other than those executed in the ordinary course of business;
 - 2.1.7 Without prior written consent by Party A, it will not provide any loan or guaranty to any person;

- 2.1.8 Upon Party A's request, it will provide Party A with information regarding its operations and financial conditions;
 - 2.1.9 It will buy and maintain requisite insurance policies from an insurer acceptable to Party A, the amount and type of which will be the same with such insurance policies maintained by the companies having similar operations, properties or assets in the same region;
 - 2.1.10 Without prior written consent by Party A, it will not combine, merge with, acquire or make investment to any person;
 - 2.1.11 It will immediately notify Party A of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
 - 2.1.12 In order to keep its ownership of the equity interest of Party C, it will execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defense against all claims; and
 - 2.1.13 Without prior written consent by Party A, it will not distribute any dividend or bonus to any of its shareholders.
- 2.2 Party B hereby covenants that:
- 2.2.1 Without prior written consent by Party A, it will not supplement, change or amend the Articles of Association, increase or decrease the registered capital, or otherwise change the registered capital structure of Party C;
 - 2.2.2 Without the prior written consent by Party A, it will not sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the equity interests of Party C held by it, or allow other security interests to be created on it, except for the pledge set upon Party C's equity interests held by Party B pursuant to the Equity Pledge Agreement;
 - 2.2.3 It will procure that without prior written consent by Party A, no resolution be made at any meeting of Party C's shareholders to approve Party C to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the equity interests of Party C held by it, or allow other security interests to be created on it, except for the pledge set upon Party C's equity interests held by Party B pursuant to the Equity Pledge Agreement;
 - 2.2.4 It will procure that without prior written consent by Party A, no resolution be made at any meeting of Party C's shareholders to approve merger, consolidation, purchase or investment with or any person by Party C;

- 2.2.5 It will immediately notify Party A of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- 2.2.6 It will cause Party C's shareholders' meeting to vote for the transfer of the Purchased Equity Interest provided hereunder;
- 2.2.7 In order to keep its ownership of the equity interests of Party C, it will execute all requisite or appropriate documents, conduct all requisite or appropriate actions, and make all requisite or appropriate claims, or make requisite or appropriate defense against all claims;
- 2.2.8 At the request of Party A, it will appoint any person nominated by Party A to the board of Party C;
- 2.2.9 At the request of Party A at any time, it will transfer unconditionally and immediately the Purchased Equity Interest to Party A or any Designated Person and waive the right of first refusal regarding the Purchased Equity Interest. If the equity interest of Party C could be sold or transferred to any party other than Party A or the Designated Person, Party B may not waive its right of first refusal without Party A's consent;
- 2.2.10 It will strictly comply with the provisions of this Agreement and other agreements jointly or severally executed by any of the Parties, duly perform all obligations under such agreements, and will not make any act or omission which may affect the validity and enforceability of these agreements; and
- 2.2.11 It irrevocably undertakes to be severally and jointly liable for the obligations provided hereunder.

3. Representations and Warranties

Each of Party B and Party C represents and warrants, jointly and severally, to Party A that as of the date of this Agreement:

- 3.1 It has the rights and powers to execute and deliver this Agreement and any equity interest transfer agreement (the "**Transfer Agreement**") executed for each transfer of the Purchased Equity Interest contemplated hereunder to which it is a party, and perform its obligations under this Agreement and any Transfer Agreement. Once executed, this Agreement and the Transfer Agreement to which it is a party will be its legal, valid and binding obligations and enforceable against it according to the terms of this Agreement and the Transfer Agreement.
- 3.2 None of its execution, delivery and performance of this Agreement or any Transfer Agreement will: (i) breach any applicable PRC laws; (ii) conflict with its articles of association or any other organizational documents; (iii) breach any agreement or document to which it is a party or binding upon it, or constitute breach of any such agreement or document; (iv) breach any condition on which basis any of its permits or approvals is granted and/or will continue to be effective; or (v) cause any of its permits or approvals to be suspended, cancelled or imposed with additional conditions.

- 3.3 Party B has good and entire ownership of and creates no security interest or encumbrance upon any of its assets,
- 3.4 Party C has no outstanding debt, except for those (i) incurred during its ordinary course of business, and (ii) disclosed to and approved in writing by Party A.
- 3.5 Party C is in compliance with all applicable laws and regulations.

4. Effectiveness and Term

- 4.1 This Agreement shall be effective as of the date of its execution.
- 4.2 The term of this Agreement is ten (10) years. This Agreement may be extended for another ten (10) years upon Party A's written confirmation prior to the expiration of this Agreement, and so forth thereafter.
- 4.3 During the term provided in Section 4.2, if Party A or Party C is terminated at expiration of their respective operation term (including any extension of such term) or by any other reason, this Agreement shall be terminated upon such termination.

5. Termination

- 5.1 At any time during the term of this Agreement and any extended term hereof, if Party A can not exercise the Purchase Option pursuant to Section 1 due to then applicable laws, Party A can, at its own discretion, unconditionally terminate this Agreement by issuing a written notice to Party B without any liability.
- 5.2 If Party C is terminated due to bankruptcy, dissolution or being ordered to close down by the laws during the term of this Agreement and its extension period,, the obligations of Party B hereunder shall be terminated upon the termination of Party C; notwithstanding anything to the contrary, Party B shall immediately repay the principal and any interest accrued thereupon under the Loan Agreement.
- 5.3 Except under circumstances indicated in Section 5.2, Party B may not unilaterally terminate this Agreement at any time during the term and extension periods of this Agreement without Party A's written consent.

6. Taxes and Expenses

Each Party shall bear any and all taxes, costs and expenses related to transfer and registration as required by the PRC laws incurred by or imposed on such Party arising from the preparation and execution of this Agreement and the consummation of the transaction contemplated hereunder.

7. Breach of Contract

- 7.1 If either Party (“**Defaulting Party**”) breaches any provision of this Agreement, which causes damage to other Parties (“**Non-defaulting Party**”), the Non-defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement or take other remedies in accordance with the laws.
- 7.2 The following events shall constitute a default by Party B:
- (1) Party B breaches any provision of this Agreement, or any representation or warranty made Party B under this Agreement is untrue or proves inaccurate in any material aspect;
 - (2) Party B assigns or otherwise transfers or disposes of any of its rights under this Agreement without the prior written consent by Party A; or
 - (3) Any breaches by Party B which renders this Agreement, the Loan Agreement, and the Equity Pledge Agreement unenforceable.
- 7.3 Should a breach of contract by Party B or violation by Party B of the Loan Agreement and the Equity Pledge Agreement occur, Party A may:
- (1) request Party B to immediately transfer all or any part of the Purchased Equity Interests to Party A or the Designated Person pursuant to this Agreement; and
 - (2) recover the principal and the interest accrued thereupon under the Loan Agreement.

8. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to Party A: Beijing Jingdong Century Trade Co., Ltd.

Address: ***

Phone: ***
Fax: ***
Attention: ***

If to Party B:

Qin Miao

Address: ***

Phone: ***
Fax: ***

Pang Zhang

Address: ***

Phone: ***
Fax: ***

Yayun Li

Address: ***

Phone: ***
Fax: ***

If to Party C: Beijing Jiasheng Investment Management Co., Ltd.

Address: ***

Phone: ***
Fax: ***
Attention: ***

9. Applicable Law and Dispute Resolution

- 9.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 9.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to Beijing Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

10. Confidentiality

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless (a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

11. Miscellaneous

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.3 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 11.4 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement

- 11.5 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 11.6 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.7 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 11.8 Unless with prior written consent from Party A, none of Party B or Party C may assign any of its rights and obligations under this Agreement to any third party.
- 11.9 This Agreement is made in five (5) originals with each Party holding one (1) original. Each original has the same effect.

[No text below]

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

/s/ Beijing Jingdong Century Trade Co., Ltd.
(Seal of Beijing Jingdong Century Trade Co., Ltd.)

By: /s/ Lei Xu

Party B: Qin Miao

By: /s/ Qin Miao

Pang Zhang

By: /s/ Pang Zhang

Yayun Li

By: /s/ Yayun Li

Party C: Beijing Jiasheng Investment Management Co., Ltd.

/s/ Beijing Jiasheng Investment Management Co., Ltd.
(Seal of Beijing Jiasheng Investment Management Co., Ltd.)

By: /s/ Cheng Chen

Schedule A

The following schedule sets forth information about the exclusive purchase option agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Effective Date</u>	<u>Execution Date</u>
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd. Party B: Qin Miao, Yayun Li and Pang Zhang Party C: Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	September 30, 2022	September 30, 2022
Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	Party A: Beijing Jingdong Century Trade Co., Ltd. Party B: Qin Miao, Yayun Li and Pang Zhang Party C: Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	September 16, 2022	September 16, 2022
Suzhou Guanyinghou Media Technology Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd. Party B: Qian Yang Party C: Suzhou Guanyinghou Media Technology Co., Ltd.	December 11, 2017	December 11, 2017
Beijing JPT E-Commerce Co., Ltd.	Party A: Beijing QGX Information Technology Co., Ltd. Party B: Yayun Li and Pang Zhang Party C: Beijing JPT E-Commerce Co., Ltd.	September 16, 2022	September 16, 2022
Suqian Jiantong Enterprise Management Co., Ltd.	Party A: Suqian Daxi Information Technology Co., Ltd. Party B: Xinshi Wang, Suzhou Guanyinghou Media Technology Co., Ltd. Part C: Suqian Jiantong Enterprise Management Co., Ltd.	April 18, 2019	April 18, 2019
Suqian Juhe Digital Enterprise Management Co., Ltd.	Party A: Jiangsu Huiji Space Technology Co., Ltd. Party B: Richard Qiangdong Liu, Yayun Li and Pang Zhang Party C: Suqian Juhe Digital Enterprise Management Co., Ltd.	June 22, 2020	June 22, 2020
Suqian Yueyang Information Technology Co., Ltd.	Party A: Shanghai Shengdayuan Information Technology Co., Ltd. Party B: Tingting Sui, Bo Xin and Pang Zhang Party C: Suqian Yueyang Information Technology Co., Ltd.	January 1, 2023	January 1, 2023
Jiangsu Jucheng Space Technology Co., Ltd.	Party A: Suqian Jingdong Baoying Information Technology Co., Ltd. Party B: Jiangsu Jucheng Space Technology Co., Ltd. Party C: Qin Miao, Yayun Li and Pang Zhang	March 30, 2023	March 30, 2023

LOAN AGREEMENT

This LOAN AGREEMENT (this “**Agreement**”), dated October 17, 2022, is made in Beijing, the People’s Republic of China (“**PRC**”) by and among:

Lender: Beijing Jingdong Century Trade Co., Ltd., with registered address at Room 201, 2/F, Tower C, No. 18 Kechuang 11 Street, Beijing Economic and Technological Development Zone, Beijing;

And

Borrowers:

Qin Miao;

Yayun Li;

Pang Zhang

(In this Agreement, the Lender and the Borrowers are individually referred to as a “**Party**”, collectively the “**Parties**”)

NOW, THEREFORE, the Parties hereby agree as follows through friendly negotiations:

Whereas:

(i) the Lender and Yayun Li, Pang Zhang and other relevant party have executed a loan agreement on August 25, 2016 (the “**Original Loan Agreement**”), pursuant to which the lender provided a loan at an aggregate amount of RMB300,000 to Yayun Li and a loan at an aggregate amount of RMB250,000 to Pang Zhang, and Yayun Li and Pang Zhang have used such loan to pay for investment in the registered capital of Beijing Jiasheng Investment Management Co., Ltd. (the “**Borrower Company**”) (the “**Original Loan**”), which is not paid by the borrowers.

(ii) the Lender and Yayun Li, Pang Zhang and other relevant party have executed a termination agreement on October 17, 2022 to terminate the Original Loan Agreement and other agreements, and agreed that the rights and obligations between the Lender, Yayun Li and Pang Zhang should be fulfilled and exercised under the arrangement of this Agreement.

1. Loan

- 1.1 Subject to the terms and conditions of this Agreement, the Lender agrees to maintain the Original Loan to Yayun Li and Pang Zhang and will provide to Yayun Li and Pang Zhang the Original Loan as agreed (the amount to be determined by the Lender depending on circumstances), and to provide Qin Miao a loan in an aggregate amount of RMB450,000 (together with the Original Loan, the “**Loan**”).
- 1.2 The Borrowers agree to use the Loan to pay for their investment in the registered capital of Beijing Jiasheng Investment Management Co., Ltd., or the Borrower Company, and, unless with prior written consent of the Lender, will not use the Loan for any other purpose, or transfer or pledge its shares or other interests in the Borrower Company to any third party.

1.3 It is confirmed that the Lender will not charge any interest upon the Loan, unless otherwise provided herein.

2. Term of Loan

- 2.1 The term of the Loan hereunder shall be ten (10) years from the date when the Borrowers actually receive all or any part of the Loan. Unless otherwise indicated by the Lender prior to its expiration, the term of the Loan will be automatically extended for another ten (10) years, and so forth thereafter.
- 2.2 During the term or any extended term of the Loan, the Loan will become immediately due and payable by the Borrowers pursuant to the terms of this Agreement if:
- (1) The Borrowers die or become a person incapacitated or with limited capacity for civil acts;
 - (2) The Borrowers resign or are dismissed by the Lender, the Borrower Company or any affiliate of the Lender;
 - (3) The Borrowers commit a crime or are involved in a crime;
 - (4) Any third party pursue any claim of more than RMB 100,000 against any of the Borrowers and the Lender has reasonable ground to believe that the Borrowers will not be capable to pay for such claim;
 - (5) The Lender decides to perform the Exclusive Purchase Option Agreement (as defined below) when foreign enterprises are allowed to control or wholly own the Borrower Company under applicable PRC laws;
 - (6) The Borrowers fail to comply with or perform any of their commitments or obligations under this Agreement (or any other agreement between them and the Lender), and further fails to remedy such breach within 30 business days upon its occurrence; and
 - (7) This Agreement, the Equity Pledge Agreement, or the Exclusive Purchase Option Agreement is terminated or held invalid by any court for any reason other than the Lender's.

3. Repayment of Loan

- 3.1 The Lender and the Borrowers agree and confirm that the Loan will be repaid in the following manner only: the Borrowers will transfer all of their equity interests in the Borrower Company to the Lender or any legal or natural person designated by the Lender pursuant to requirements from the Lender.
- 3.2 The Lender and the Borrowers agree and confirm that to the extent permitted by the laws, the Lender has the right but no obligation to purchase or designate any legal or natural person designated by it to purchase all or any part of the equity interests in the Borrower Company from the Borrowers at the price set forth under the Exclusive Purchase Option Agreement.

- 3.3 It is agreed and confirmed by the Parties that the Borrowers shall be deemed to have fulfilled their repayment obligations hereunder only after both of the following conditions have been satisfied.
- (1) The Borrowers have transferred all of their equity interests in the Borrower Company to the Lender and/or their designated person; and
 - (2) The Borrowers have repaid to the Lender all of the transfer proceeds or an amount equivalent to the maximum amount permitted by the laws.
- 3.4 The Loan will be deemed as a zero interest loan if the price to transfer the equity interests in the Borrower Company to the Lender from the Borrowers concluded by the Parties under this Agreement any other related agreements is equal or less than the amount of the Loan. Under such circumstance, the Borrowers are not required to repay any remaining amount of and/or any interest upon the Loan; provided, however, that if the equity interest transfer price exceeds the amount of the Loan, the exceeding amount will be deemed as the interest upon the Loan (calculated by the highest interest permitted by the PRC laws) and financing cost thereof.
- 3.5 Notwithstanding anything to the contrary, if the Borrower Company goes bankruptcy, dissolution or is ordered for closure during the term or extended term of this Agreement, and Borrowers will liquidate the Borrower Company according to laws and all of the proceeds from such liquidation will be used to repay the principal, interest (calculated by the highest interest permitted by the PRC laws) and financing cost of the Loan.

4. **Obligations of the Borrowers**

- 4.1 The Borrowers will repay the Loan according to the provisions of this Agreement and requirements from the Lender.
- 4.2 The Borrowers will enter into an Equity Pledge Agreement (the “**Equity Pledge Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers agree to pledge all of their equity interests in the Borrower Company to the Lender.
- 4.3 The Borrowers will enter into an Exclusive Purchase Option Agreement (the “**Exclusive Purchase Option Agreement**”) with the Lender and the Borrower Company, whereby the Borrowers will to the extent permitted by the PRC laws grant an irrevocable and exclusive purchase option for the Lender to purchase all or any part of the equity interest in the Borrower Company from the Borrowers.

- 4.4 The Borrowers will perform their obligations under this Agreement, the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, and provide support for the Lender to complete all filings, approvals, authorizations, registration and other government procedures necessary to perform such agreements.
- 4.5 The Borrowers will sign an irrevocable power of attorney authorizing a person designated by the Lender to exercise on its behalf all of its rights as the shareholder of the Borrower Company.

5. Representations and Warranties

- 5.1 The Lender represents and warrants to the Borrowers that from the date of this Agreement until termination hereof:
- (1) It is a wholly foreign-owned company duly incorporated and validly existing under the laws of the PRC;
 - (2) It has the power and receives all approvals and authorities necessary and appropriate to execute and perform this Agreement. Its execution and performance of this Agreement are in compliance with its articles of association or other organizational documents;
 - (3) None of its execution or performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between it and any third party or any covenant issued to any third party; and
 - (4) This Agreement, once executed, becomes legal, valid and enforceable obligations upon the Lender.
- 5.2 The Borrowers represent and warrant that from the date of this Agreement until termination hereof:
- (1) They are fully capable to conduct civil acts;
 - (2) The Borrower Company is a limited liability company incorporated and validly existing under the PRC laws, and the Borrowers are the legal owners of the Borrower Equity;
 - (3) None of their execution or performance of this Agreement is in breach of any law, regulation, government approval, authorization, notice or any other government document, or any agreement between them and any third party or any covenant issued to any third party;
 - (4) This Agreement, once executed, becomes legal, valid and enforceable obligations upon the Borrowers;

- (5) They have paid the full investment relating to the Borrower Equity according to law, and received a verification report for such payment from a qualified accounting firm;
- (6) Except for those provided under the Equity Pledge Agreement, they create no mortgage, pledge or any other security upon the Borrower Equity, provides no offer to any third party to transfer the Borrower Equity, make no covenant regarding any offer to purchase the Borrower Equity from any third party, or enter into any agreement with any third party to transfer the Borrower Equity;
- (7) There is no existing or potential dispute, suit, arbitration, administrative proceeding or any other legal proceeding in which the Borrowers and/or the Borrower Equity is involved; and
- (8) The Borrower Company has completed all government approvals, authorizations, licenses, registrations and filings necessary to conduct its businesses and own its assets.

6. Covenants from the Borrowers

- 6.1 The Borrowers covenant in their capacity of the shareholders of the Borrower Company that during the term of this Agreement they will procure the Borrower Company:
 - (1) without prior written consent from the Lender, not to supplement, amend or modify its articles of association, or increase or decrease its registered capital, or change its capital structures of the Company;
 - (2) to maintain its existence, prudently and effectively operate its businesses and deal with its affairs in line with fair financial and business standards and customs;
 - (3) without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of any of its assets, businesses or income, or allow creation of any other security interests thereupon;
 - (4) without prior written consent from the Lender, not to incur, inherit, guarantee or allow the existence of any debt, except for (i) any debt incurred during its ordinary course of business rather than from borrowing; and (ii) any debt which has been disclosed to and obtained the written consent from The Lender;
 - (5) to always conduct its business operations in ordinary course to maintain the value of its assets;

- (6) without prior written consent from the Lender, not to enter into any material agreement other than those executed in its ordinary course of business;
- (7) not to provide any loan or credit to any party without prior written consent from the Lender;
- (8) to provide any and all information regarding its operations and financial conditions at the request from the Lender;
- (9) to buy and maintain requisite insurance policies from an insurer acceptable to the Lender, the amount and type of which will be the same with those maintained by the companies having similar operations, properties or assets in the same region;
- (10) without prior written consent from the Lender, not to combine, merge with, acquire or make investment to any person;
- (11) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding its assets, business and income;
- (12) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of all of its assets;
- (13) without prior written consent from the Lender, not to distribute any dividend or bonus to any of its shareholders;
- (14) to appoint any person nominated by the Lender or the parent of the Lender to its board at the request of the Lender; and
- (15) to strictly comply with the provisions of the Exclusive Purchase Option Agreement, and not to make any act or omission which may affect its validity and enforceability.

6.2 The Borrowers covenant during the term of this Agreement:

- (1) except those provided under the Equity Pledge Agreement and without prior written consent from the Lender, not to sell, transfer, pledge or otherwise dispose any legal or beneficial interest of the Borrower Equity, or allow creation of any other security interests thereupon;
- (2) to procure the shareholders of the Borrower Company not to approve any sale, transfer, pledge or otherwise disposal of any legal or beneficial interest of the Borrower Equity, or creation of any other security interests thereupon without prior written consent from the Lender, except to the Lender or its designated person;

- (3) to procure the shareholders of the Borrower Company not to approve its merger or association with, or acquisition of or investment in any person without prior written consent from the Lender;
- (4) to immediately notify the Lender of any actual or potential litigation, arbitration or administrative proceeding regarding the Borrower Equity;
- (5) to execute any document, conduct any action, and make any claim or defense necessary or appropriate to maintain its ownership of the Borrower Equity;
- (6) not to make any act and/or omission which may affect any asset, business or liability of the Borrower Company without prior written consent from the Lender;
- (7) to appoint any person nominated by the Lender or the parent of the Lender to the board of the Borrower Company at the request of the Lender;
- (8) to the extent permitted under the PRC laws and at the request of the Lender at any time, to transfer unconditionally and immediately all of the equity interests owned by the Borrowers to the Lender or any person designated by it, and procure any other shareholder of the Borrower Company to waive the right of first refusal regarding such equity interests;
- (9) to the extent permitted under the PRC laws and at the request of the Lender at any time, to procure any other shareholder of the Borrower Company to transfer unconditionally and immediately all of the equity interests owned by such shareholder to the Lender or any person designated by it, and the Borrowers hereby waive their right of first refusal regarding such equity interests;
- (10) if the Lender purchases the Borrower Equity from the Borrowers pursuant to the Exclusive Purchase Option Agreement, to use the price of such purchase to repay the Loan to the Lender on priority; and
- (11) to strictly comply with the provisions of this Agreement, the Equity Pledge Agreement and the Exclusive Purchase Option Agreement, perform its obligations under each of such agreements, and not to make any act or omission which may affect the validity and enforceability of each of such agreements.

7. Liabilities for Breach of Contract

- 7.1 If any party (“**Defaulting Party**”) breaches any provision of this Agreement, which causes damage to the other party (“**Non-defaulting Party**”), the Non-defaulting Party could notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15) working days upon the issuance of the written notice by the Non-defaulting Party, the Non-defaulting Party may immediately take the actions pursuant to this Agreement or take other remedies in accordance with laws.

7.2 If the Borrowers fail to repay the Loan pursuant to the terms under this Agreement, they will be liable for a penalty interest accrued upon the amount due and payable at a daily interest rate of 0.02% until the Loan as well as any penalty interest and any other amount accrued thereupon are fully repaid by the Borrowers.

8. Notices

Notices or other communications required to be given by any Party pursuant to this Agreement shall be made in writing and delivered personally or sent by mail or facsimile transmission to the addresses of the other Parties set forth below or other designated addresses notified by such other Parties to such Party from time to time. The date when the notice is deemed to be duly served shall be determined as the follows: (a) a notice delivered personally is deemed duly served upon the delivery; (b) a notice sent by mail is deemed duly served on the seventh (7th) day after the date when the air registered mail with postage prepaid has been sent out (as is shown on the postmark), or the fourth (4th) day after the delivery date to the internationally recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon the receipt time as is shown on the transmission confirmation of relevant documents.

If to the **Lender: Beijing Jingdong Century Trade Co., Ltd.**

Address: ***

Phone: ***
Fax: ***
Attention: ***

If to the **Borrowers:**

Qin Miao

Address: ***

Phone: ***
Fax: ***

Pang Zhang

Address: ***

Phone: ***
Fax: ***

Yayun Li

Address: ***

Phone: ***
Fax: ***

9. Confidentiality

All Parties acknowledge and confirm that any oral or written materials exchanged by and between the Parties in connection with this Agreement are confidential. All Parties shall keep in confidence all such information and not disclose it to any third party without prior written consent from other Parties unless: (a) such information is known or will be known by the public (except by disclosure of the receiving party without authorization); (b) such information is required to be disclosed in accordance with applicable laws or rules or regulations; or (c) if any information is required to be disclosed by any party to its legal or financial advisor for the purpose of the transaction of this Agreement, such legal or financial advisor shall also comply with the confidentiality obligation similar to that stated hereof. Any disclosure by any employee or agency engaged by any Party shall be deemed the disclosure of such Party and such Party shall assume the liabilities for its breach of contract pursuant to this Agreement. This Article shall survive expiration or termination of this Agreement.

10. Applicable Law and Dispute Resolution

- 10.1 The formation, validity, performance and interpretation of this Agreement and the disputes resolution under this Agreement shall be governed by the PRC laws.
- 10.2 The Parties shall strive to settle any dispute arising from or in connection with this Agreement through friendly consultation. In case no settlement can be reached through consultation within thirty (30) days after the request for consultation is made by any Party, any Party can submit such matter to China International Economic and Trade Arbitration Commission for arbitration in accordance with its then effective rules. The arbitration shall take place in Beijing. The arbitration award shall be final and binding upon all the Parties.

11. Miscellaneous

- 11.1 The headings contained in this Agreement are for the convenience of reference only and shall not be used to interpret, explain or otherwise affect the meaning of the provisions of this Agreement.
- 11.2 This Agreement shall be effective as of the date of its execution. Once effective, this Agreement will expire until the Parties have performed their respective obligations under this Agreement.

- 11.3 The Parties agree to promptly execute any document and take any other action reasonably necessary or advisable to perform provisions and purpose of this Agreement.
- 11.4 The Parties confirm that this Agreement shall, upon its effectiveness, constitute the entire agreement and common understanding of the Parties with respect to the subject matters herein and fully supersede all prior verbal and/or written agreements and understandings with respect to the subject matters herein.
- 11.5 The Parties may amend and supplement this Agreement in writing. Any amendment and/or supplement to this Agreement by the Parties is an integral part of and has the same effect with this Agreement.
- 11.6 This Agreement shall be binding upon and for the benefit of all the Parties hereto and their respective inheritors, successors and the permitted assigns.
- 11.7 Any Party's failure to exercise the rights under this Agreement in time shall not be deemed as its waiver of such rights and would not affect its future exercise of such rights.
- 11.8 If any provision of this Agreement is held void, invalid or unenforceable by a court of competent jurisdiction, governmental agency or arbitration authority, the validity, legality and enforceability of the other provisions hereof shall not be affected or impaired in any way. The Parties shall cease performing such void, invalid or unenforceable provisions and revise such void, invalid or unenforceable provisions only to the extent closest to the original intention thereof to recover its validity or enforceability for such specific facts and circumstances.
- 11.9 Unless with prior written consent from the Lender, the Borrowers may not assign any of their rights and obligations under this Agreement to any third party.
- 11.10 This Agreement is made in four (4) originals with each Party holding one (1) original. Each original has the same effect.

(No text below)

(Signature Page)

IN WITNESS THEREOF, each Party has signed or caused its legal representative to sign this Agreement as of the date first written above.

Party A: Beijing Jingdong Century Trade Co., Ltd.

/s/ Beijing Jingdong Century Trade Co., Ltd.
(Seal of Beijing Jingdong Century Trade Co., Ltd.)

By: /s/ Lei Xu

Party B:

Qin Miao

By: /s/ Qin Miao

Pang Zhang

By: /s/ Pang Zhang

Yayun Li

By: /s/ Yayun Li

Schedule A

The following schedule sets forth information about the loan agreements substantially in form as this exhibit that the Registrant entered into with certain other Chinese variable interest entities. Other than the information set forth below, there is no material difference between such other agreements and this exhibit.

<u>VIE</u>	<u>Executing Parties</u>	<u>Loan Amount</u>	<u>Effective Date</u>	<u>Execution Date</u>
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	Lender: Shanghai Shengdayuan Information Technology Co., Ltd. Borrowers: Qin Miao, Yayun Li and Pang Zhang	Amount: an aggregate of RMB80,000,000.00 lent to the Borrowers, of which RMB 36,000,000.00 will be provided to Qin Miao, RMB 20,000,000.00 will be provided to Pang Zhang and RMB 24,000,000 will be provided to Yayun Li.	September 30, 2022	September 30, 2022
Shanghai Jingdong Cai'ao E-commercial Co., Ltd.	Lender: Beijing Jingdong Century Trade Co., Ltd. Borrowers: Qin Miao, Yayun Li and Pang Zhang	Amount: an aggregate of RMB1,000,000.00 lent to the Borrowers, of which RMB 4,500,000.00 will be provided to Qin Miao, RMB 2,500,000.00 will be provided to Pang Zhang and RMB 3,000,000 will be provided to Yayun Li.	September 16, 2022	September 16, 2022
Suzhou Guanyinghou Media Technology Co., Ltd.	Lender: Suqian Daxi Information Technology Co., Ltd. Borrower: Qian Yang	Amount: an aggregate of RMB10,000,000.00 lent to Qian Yang.	December 11, 2017	December 11, 2017
Beijing JPT E-Commerce Co., Ltd.	Lender: Beijing QGX Information Technology Co., Ltd. Borrowers: Yayun Li and Pang Zhang	Amount: an aggregate RMB 5,500,000 lent to the Borrowers, of which RMB3,000,000 will be provided to Yayun Li and RMB2,500,000 will be provided to Pang Zhang.	September 16, 2022	September 16, 2022
Suqian Jiantong Enterprise Management Co., Ltd.	Lender: Suqian Daxi Information Technology Co., Ltd. Borrowers: Xinshi Wang, Suzhou Guanyinghou Media Technology Co., Ltd.	Amount: an aggregate amount of RMB10,010,000, of which RMB10,000,000 will be provided Suzhou Guanyinghou Media Technology Co., Ltd. and RMB10,000 will be provided to Xinshi Wang	April 18, 2019	April 18, 2019
Suqian Juhe Digital Enterprise Management Co., Ltd.	Lender: Jiangsu Huiji Space Technology Co., Ltd. Borrowers: Richard Qiangdong Liu, Yayun Li and Pang Zhang	Amount: an aggregate RMB 10,000,000 lent to the Borrowers, of which RMB4,500,000 will be provided to Richard Qiangdong Liu, RMB3,000,000 will be provided to Yayun Li and RMB2,500,000 will be provided to Pang Zhang.	June 22, 2020	June 22, 2020
Suqian Yueyang Information Technology Co., Ltd.	Lender: Shanghai Shengdayuan Information Technology Co., Ltd. Borrowers: Tingting Sui, Bo Xin and Pang Zhang	Amount: an aggregate RMB 1,000,000 lent to the Borrowers, of which RMB450,000 will be provided to Tingting Sui, RMB300,000 will be provided to Bo Xin and RMB250,000 will be provided to Pang Zhang.	January 1, 2023	January 1, 2023
Jiangsu Jucheng Space Technology Co., Ltd.	Lender: Suqian Jingdong Baoying Information Technology Co., Ltd. Borrowers: Qin Miao, Yayun Li and Pang Zhang	Amount: an aggregate of RMB10,000,000 lent to the Borrowers, of which RMB4,500,000 will be provided to Qin Miao, RMB3,000,000 will be provided to Yayun Li and RMB2,500,000 will be provided to Pang Zhang	March 30, 2023	March 30, 2023

On March 11, 2022, the Registrant, through a subsidiary, entered into a separate Minority Vendor Agreement (this “**Agreement**”) in Chinese with each of the 153 minority shareholders of Ningbo Meishan Baoshui Area Deppon Investment Holding Company Limited (the “**Target Company**”; the minority shareholders of the Target Company collectively hereinafter referred to as the “**Minority Vendors**” and each a “**Minority Vendor**”). Except for the personal information of each Minority Vendors, the number and the corresponding considerations of the target shares, the main context of the Minority Vendor Agreement executed by each of them is consistent. Set forth below is an English summary of the template of this Agreement.

1. Parties to the Minority Vendor Agreement

This Minority Vendor Agreement is made and entered into by and between a Minority Vendor and Suqian Jingdong Zhuofeng Enterprise Management Co., Ltd., a limited liability company incorporated under the laws of the PRC (the “**Transferee**” or the “**Investor**”) on March 11, 2022.

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

For the purpose of this Agreement,

- (i) “**First Instalment**” means the first instalment under the Founding Vendors Agreement;
 - (ii) “**First Instalment Conditions**” means all the conditions precedent to the closing relevant to the First Instalment under the Founding Vendors Agreement;
 - (iii) “**Founder**” means Cui Weixing, a natural person of Chinese nationality;
 - (iv) “**Founding Vendors**” means Cui Weixing and Xue Xia;
 - (v) “**Founding Vendors Agreement**” means a Founding Vendors Agreement in Chinese entered into by and among the Founding Vendors and the Investor on the date hereof.
2. The Minority Vendor agrees to transfer _____ shares of the Target Company (the “**Minority Vendor Target Shares**”, and such transaction hereinafter referred to as the “**Minority Vendor Transaction**”) at the price of RMB _____ (the “**Consideration**”).
3. The Minority Vendor has made customary representations and warranties and has confirmed that the representations and warranties true, accurate, not misleading and containing no omission of any material facts on the date of this Agreement and on the Closing Date (as defined below) of the Minority Vendor Transaction, and the Investor can rely on the representations and warranties the Minority Vendor made.

4. The Minority Vendor Target Shares shall be deemed to have transferred to the Transferee on the Closing Date. Thereby, the Transferee shall, from the Closing Date, enjoy all the rights and interests as the shareholder of the Target Company and assume the corresponding obligations. For the avoidance of doubt, after the execution of this Agreement, the Minority Vendor shall not claim any payment or distribution in respect of the undistributed profits from the Target Company. The Minority Vendor confirms that it has no claim of any kind to the Target Company (or the subsidiaries the Target Company controls) and there is no dispute between the Minority Vendor and the Target Company (or the subsidiaries the Target Company controls). The Minority Vendor hereby consents to the Acquisition (as defined in the Founding Vendors Agreement) and waives its right of first refusal, veto right or other similar rights (if any), to any transfer of shares by any other shareholders of the Target Company to the Transferee.
5. The Minority Vendor shall complete the relevant registrations and procedures relating to the Minority Vendor Transaction at Guangzhou Equity Exchange within 10 business days (or any later date required by the Transferee) after the Minority Vendor Transaction and the transactions contemplated by the Founding Vendors Agreement have been approved by the relevant PRC authorities in relation to antitrust review. The Transferee shall provide reasonable and necessary cooperation to the registrations and procedures in relation to the transfer of the Minority Vendor Target Shares.
6. The Transferee shall pay the Consideration to the bank account designated by the Minority Vendor after deducting the Tax Payable the Transferee withheld for it in accordance with Section 9 hereof within 10 business days after the satisfaction, or waiver of all of the following conditions (the date on which the Transferee make fully payment of the Consideration in accordance with Section 6 hereof hereinafter referred to as the “**Closing Date**”):
 - (1) on the Closing Date, this Agreement has been duly signed by the Minority Vendor and the Transferee and shall remain fully effective, and the representations and warranties made by the Minority Vendor remain true, accurate, not misleading, and containing no omission of any material facts. The Minority Vendor has fulfilled its respective obligations under this Agreement;
 - (2) all the First Instalment Conditions set forth in the Founding Vendors Agreement have been satisfied;

- (3) the Minority Vendor has completed the relevant registrations and procedures relating to the transfers of the Minority Vendor Target Shares with Guangzhou Equity Exchange, such that the shareholders of the Target Company shall have transferred an aggregate of more than 51% equity interest in the Target Company and such transfers have been reflected in the register of shareholders of the Target Company;
- (4) the Minority Vendor (if a natural person) has provided his/her information on income tax in relation to the Minority Vendor Transaction to the Transferee.
7. In the event of any dispute, controversy, contradiction or claim arising out of or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or in connection with this Agreement (the “**Dispute**”), the Parties concerned shall attempt in the first instance to resolve such Dispute through amicable negotiation. Should the negotiation fail, either Party shall have the right to submit such Dispute to Shanghai Arbitration Commission (the “**Shanghai Arbitration Commission**”) for arbitration in accordance with the arbitration rules in force at the time of applying for arbitration. The arbitration tribunal shall consist of 3 arbitrators appointed in accordance with arbitration rules. The claimant shall appoint 1 arbitrator, and the respondent shall appoint 1 arbitrator. The third arbitrator shall be appointed by the above two arbitrators through consultation or by Shanghai Arbitration Commission. The language of arbitration shall be Chinese. The arbitration shall take place in Shanghai. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration and enforcement of the arbitration award (including witness fees and reasonable attorney fees) shall be borne by the losing party, unless otherwise agreed in the arbitration award. When a dispute occurs and such dispute has been submitted to arbitration, the Parties shall continue to exercise and perform its remaining rights and obligations under this Agreement except for the matters in dispute.
8. This Agreement constitutes the entire agreement between the Parties on the matters described in this Agreement and supersedes all prior oral or written discussions, understandings or agreements among the Parties with respect to such matters (if any). Without the prior written consent of the Transferee, the Minority Vendor shall never transfer any of its rights or obligations under this Agreement. The Transferee may transfer any of its rights or obligations under this Agreement to Suqian Jingdong Yueguan Enterprise Management Co., Ltd. or any of its affiliates as approved by the Founder upon giving a 10-business-day prior written notice to the Minority Vendor. The Minority Vendor shall cooperate with such transfer.

9. Unless otherwise agreed herein, the Parties shall bear its own taxes incurred by the performance and completion of the transactions described in this Agreement. The Minority Vendor shall promptly pay any and all applicable income tax and other taxes payable on the Consideration as required by applicable laws and relevant competent tax authority (“**Taxes Payable**”). If the Minority Vendor is a natural person, the Transferee shall have the right to withhold all or part of the Taxes Payable on behalf of the Minority Vendor, and the Minority Vendor shall take all necessary actions and execute all necessary documents to provide cooperation; if the Transferee performs the withholding obligation, the Transferee shall have the right to withhold and pay the relevant Taxes Payable with respect to the Consideration and shall only pay the Consideration after the deduction of Taxes Payable; if the Transferee is unable to withhold any Taxes Payable for the Minority Vendor due to reasons not attributable to the Transferee, the Transferee shall have no obligation to make any payment (including but not limited to the Consideration) to the Minority Vendor under this Agreement before the Minority Vendor provides the Transferee with the tax payment receipt evidencing the payment of all due taxes, even if the conditions under Section 6 have been satisfied. After the Minority Vendor provides the Transferee with the tax payment receipt evidencing the payment of the Taxes Payable, the Transferee shall pay the relevant amount to the Minority Vendor within 10 business days after the satisfaction of all the conditions set forth in Section 6 hereof.
10. If either Party (the “**Breaching Party**”) is in breach of this Agreement, the Breaching Party shall indemnify and hold harmless the other Party (the “**Non-breaching Party**”), in which case, the Breaching Party shall indemnify the Non-breaching Party for any loss, damage, liability, cost or expense incurred as a result of such breach, including but not limited to any reasonable litigation/arbitration costs and attorney’s fees.
11. This Agreement shall come into effect on the execution date of this Agreement and shall be terminated on the termination date of the Founding Vendors Agreement. For the avoidance of doubt, if the closing of the First Instalment fails to occur within 9 months after the execution of the Founding Vendors Agreement (or a longer period as the Founder and the Investor may otherwise agree in writing) (including but not limited to that the closing of the First Instalment fails to take place because the percentage of shares aggregately transferred to the Transferee did not exceed 51%), the Transferee shall be entitled to terminate this Agreement. After the termination of this Agreement, the Parties shall restore the status of the Parties to the status when this Agreement is executed (including the refund of the price received under this Agreement to the Transferee, the completion of the relevant registrations and procedures relating to the return of the transferred Shares to the Minority Vendor with Guangzhou Equity Exchange, etc.) based on the principles of fairness, reasonableness, honesty and credibility.

The Share Transfer Information of the Minority Vendors

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
1.	Zhuhai Chenying Equity Investment Partnership (Limited Partnership)	3,086,072	295,113,810.68	/
2.	Ningbo Debang Growth Investment Partnership (Limited Partnership)	2,575,622	246,300,677.14	/
3.	Li Yunman	2,535,596	242,473,084.85	/
4.	Ding Shaohong	2,386,115	228,178,568.22	/
5.	Ningbo Debang Growth Phase II Investment Partnership (Limited Partnership)	2,331,718	222,976,710.98	/
6.	Zhu Yu	1,497,837	143,234,631.22	/
7.	Ningbo Debang Growth Phase III Investment Partnership (Limited Partnership)	1,106,049	105,768,865.79	/
8.	Zhuhai Xuanying Equity Investment Partnership (Limited Partnership)	1,016,420	97,197,855.22	/
9.	Ren Guifang	1,003,230	95,936,526.53	/
10.	Jiang Haiping	995,634	95,210,138.90	/
11.	Li Zhongmin	960,000	91,802,543.25	/
12.	Meng Qingxin	923,400	88,302,571.29	/
13.	Chen Weijie	872,440	83,429,386.29	/
14.	Zhong Wenyi	848,015	81,093,680.95	/
15.	Liu Yanlan	843,075	80,621,280.37	/
16.	Li Yong	840,077	80,334,588.67	/

There is one additional condition precedent to the closing in relation to Li Yong's transfer of shares, which is that he has resigned from his position as director, supervisor, or senior management of the Target Company and the Listed Company for no less than 6 months and there has been no selling restrictions in relation to the target shares held by him.

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
17.	Yang Chongjun	827,604	79,141,825.01	/
18.	Zhou Qiulan	801,164	76,613,429.96	/
19.	Lu Weiqing	799,403	76,445,029.67	/
20.	Mao Dabing	720,000	68,851,907.44	/
21.	Niu Huizhen	710,778	67,970,029.26	/
22.	Shi Wen	690,077	65,990,441.29	/
23.	Yu Xilai	683,605	65,371,539.15	/
24.	Cao Zhongyu	682,290	65,245,788.79	/
25.	Yan Xuefeng	680,077	65,034,164.80	/
26.	Zhang Xueyuan	590,336	56,452,443.93	/
27.	Deng Xiaobo	576,250	55,105,432.86	/
28.	Luo Xingling	530,000	50,682,654.09	/
29.	Wang Xiaoyu	478,135	45,722,926.06	/
30.	Liu Lihua	460,000	43,988,718.64	/
31.	Liu Meisong	451,915	43,215,569.10	/
32.	Ye Fen	413,287	39,521,664.26	/
33.	Yu Xianchun	398,430	38,100,924.28	/
34.	Qiu Fusheng	391,173	37,406,954.43	/
35.	Wei Biao	390,954	37,386,011.97	/
36.	Qiu Yuyong	375,935	35,949,780.31	/
37.	Gao Xiaoqiong	370,000	35,382,230.21	/
38.	Yu Dapeng	344,185	32,913,602.45	/
39.	Zhou Xuezheng	334,280	31,966,410.58	/

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
40.	Wang Bin	320,000	30,600,847.75	/
41.	Changxing Mingjun Enterprise Management Consulting Studio	307,800	29,434,190.43	/
42.	Zhang Xuemei	293,360	28,053,327.18	/
43.	Shi Huiying	275,255	26,321,988.59	/
44.	Liu Jianqing	261,800	25,035,318.57	/
45.	Shi Kunxiang	255,812	24,462,700.20	/
46.	Ningbo Meishan Baoshui Area Deppon Changqing Phase IV Investment Partnership (limited partnership)	249,365	23,846,188.75	/
47.	Zhang Qijie	245,168	23,444,839.50	/
48.	Pu Jiayao	215,483	20,606,132.74	/
49.	Zhou Qing	209,148	20,000,331.58	/
50.	Zhang Xiaobo	203,512	19,461,374.15	/
51.	Li Yandong	193,521	18,505,958.30	/
52.	Xiong Wei	184,675	17,660,036.12	/
53.	Wang Xueren	183,920	17,587,837.24	/
54.	Kang Bo	180,964	17,305,161.91	/
55.	Qiu Wentong	170,850	16,337,983.87	/
56.	Liang Deqi	153,864	14,713,652.62	/
57.	Wang Jing	150,000	14,344,147.38	/
58.	Cui Weifang	150,000	14,344,147.38	/
59.	Sun Guangsheng	149,863	14,331,046.40	/
60.	Wu Baoguo	143,900	13,760,818.72	/
61.	Zhang Jie	143,680	13,739,780.64	/
62.	Ou Changhong	140,460	13,431,859.61	/
63.	Huang Zhaohong	140,000	13,387,870.89	/
64.	Liu Zhigang	132,645	12,684,529.53	/
65.	Hu Yanhong	125,540	12,005,095.08	/
66.	Li Jianxiang	117,780	11,263,024.53	/

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
67.	Liang Jianfei	117,282	11,215,401.96	/
68.	Wu Yanli	112,897	10,796,074.71	/
69.	Qiu Junjiang	110,000	10,519,041.41	/
70.	Feng Haibing	100,000	9,562,764.92	/
71.	Xu Wei	98,603	9,429,173.10	/
72.	Jiang Kaiyong	97,730	9,345,690.16	/
73.	Song Rongjun	93,577	8,948,548.53	/
74.	Niu Xiaoyue	92,340	8,830,257.13	/
75.	Wang Wanyou	92,340	8,830,257.13	/
76.	Gao Xiaoping	91,472	8,747,252.33	/
77.	Liu Guojun	90,020	8,608,400.98	/
78.	Li Keju	90,000	8,606,488.43	/
79.	Lu Ning	86,662	8,287,283.34	/
80.	Zhang Wencong	83,317	7,967,408.85	/
81.	Guo Zhiguang	82,908	7,928,297.14	/
82.	Zhang Chun	80,000	7,650,211.94	/
83.	Zhong Changhua	77,913	7,450,637.03	/
84.	Guo Jingang	73,663	7,044,219.52	/
85.	Wang Xiulian	72,625	6,944,958.02	/
86.	Song Jie	72,340	6,917,704.14	/
87.	Yin Chengdong	70,000	6,693,935.45	/
88.	Kuang Zhuran	68,120	6,514,155.46	/
89.	Ma Anping	62,340	5,961,427.65	/
90.	Yuan Yongjuan	62,320	5,959,515.10	/
91.	He Yuanlong	61,560	5,886,838.09	/
92.	Qiu Tao	61,560	5,886,838.09	/
93.	Xu Yi	61,560	5,886,838.09	/
94.	Guo Zongxiang	61,249	5,857,097.89	/
95.	Liang Jie	60,000	5,737,658.95	/
96.	Mao Gongtao	60,000	5,737,658.95	/

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
97.	Liu Hongqing	59,008	5,642,796.33	/
98.	Meng Bao	58,799	5,622,810.15	/
99.	Zhu Yinghao	58,255	5,570,788.71	/
100.	Ren Luwen	55,871	5,342,812.39	/
101.	Muo Gongfa	55,860	5,341,760.49	/
102.	Huang Kailong	55,000	5,259,520.71	/
103.	Yang Chongming	53,081	5,076,011.25	/
104.	Wang Wei	51,560	4,930,561.59	/
105.	Li Yangshe	51,279	4,903,690.22	/
106.	Zhang Jun	50,458	4,825,179.92	/
107.	Zeng Zuosheng	50,458	4,825,179.92	/
108.	He Yuantao	50,000	4,781,382.46	/
109.	Wang Wei	50,000	4,781,382.46	/
110.	Zhang Jincheng	47,128	4,506,739.85	/
111.	Li Dongsheng	41,560	3,974,285.10	/
112.	Li Yingqing	41,560	3,974,285.10	/
113.	Luo Guangfeng	41,560	3,974,285.10	/
114.	Zhang Feng	40,674	3,889,559.00	/
115.	Han Xiyou	40,000	3,825,105.97	/
116.	Li Dongliang	40,000	3,825,105.97	/
117.	Hong Chaojie	40,000	3,825,105.97	/
118.	Liang Desheng	40,000	3,825,105.97	/
119.	Wu Yong	40,000	3,825,105.97	/
120.	Liu Renchao	40,000	3,825,105.97	/
121.	A Yunshun	40,000	3,825,105.97	/
122.	Wang Xiaofei	40,000	3,825,105.97	/
123.	Lin Kai	39,875	3,813,152.51	/
124.	Pi Shenping	38,000	3,633,850.67	/
125.	Ye Hanwen	37,648	3,600,189.74	/
126.	Xu Yuhan	34,274	3,277,542.05	/

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
127.	Duan Jianshe	32,927	3,148,731.61	/
128.	Wu Wanfeng	32,340	3,092,598.18	/
129.	Qiu Liangren	31,160	2,979,757.55	/
130.	Huang Jianyong	30,780	2,943,419.04	/
131.	Wu Xiaogang	30,780	2,943,419.04	/
132.	Yang Yongying	30,284	2,895,987.73	/
133.	He Wenbin	30,000	2,868,829.48	/
134.	Huang Huan	30,000	2,868,829.48	/
135.	Su Jiabin	30,000	2,868,829.48	/
136.	Liang Ruijie	30,000	2,868,829.48	/
137.	Wang Huazhong	29,504	2,821,398.16	/
138.	Li Junjie	29,152	2,787,737.23	/
139.	Lai Jianzhao	28,301	2,706,358.10	/
140.	Liu Liangwu	27,189	2,600,020.15	/
141.	Cai Zhishou	26,170	2,502,575.58	/
142.	Wu Haipeng	25,000	2,390,691.23	/
143.	Liu Weijun	22,130	2,116,239.88	/
144.	Wang Xiangyang	21,064	2,014,300.80	/
145.	Chen Songfeng	20,780	1,987,142.55	/
146.	Zeng Yongping	20,310	1,942,197.56	/
147.	Zhang Yi	20,000	1,912,552.98	/
148.	Xia Guoqing	20,000	1,912,552.98	/
149.	Li Zhiqiang	15,956	1,525,834.77	/
150.	Xiong Shanshan	15,647	1,496,285.83	/

No.	Name of the Minority Vendors	Number of Shares	Consideration (RMB)	Note
151.	Peng Bohe	12,235	1,170,004.29	<p>Given that the First Instalment has closed at the date of Peng Bohe's Minority Vendor Agreement, the conditions precedent to Peng Bohe's share transfer (the "Conditions") have been simplified and adjusted accordingly. The Conditions, after aforementioned adjustments, are as follows:</p> <ol style="list-style-type: none"> <li data-bbox="1089 386 1544 701">(1) on the Closing Date, the Minority Vendor Agreement has been duly signed by the Minority Vendor and the Transferee and shall remain fully effective, and the representations and warranties made by the Minority Vendor remain true, accurate, not misleading, and containing no omission of any material facts. The Minority Vendor has fulfilled its respective obligations under the Minority Vendor Agreement. <li data-bbox="1089 722 1544 890">(2) the First Instalment and the MVA First Instalment have closed and the Minority Vendor Target Shares have been released from any freezing procedure and are not subject to any pledge, other third party rights or any transfer restrictions. <li data-bbox="1089 911 1544 1222">(3) the Minority Vendor has completed the relevant registrations and procedures relating to the transfers of the Minority Vendor Target Shares with Guangzhou Equity Exchange. Guangzhou Equity Exchange has canceled the Minority Vendor's share certificate and has issued an updated register of shareholders reflecting that the Transferee has become the sole and lawful holder of the respective Minority Vendor Target Shares.

<u>No.</u>	<u>Name of the Minority Vendors</u>	<u>Number of Shares</u>	<u>Consideration (RMB)</u>	<u>Note</u>
152.	Peng Yunhua	10,000	956,276.49	/
153.	Liang Shujun	5,000	478,138.25	/
154.	Yang Biao	5,000	478,138.25	/
	Total	46,307,558	4,428,282,912.67	/

STRATEGIC COOPERATION AGREEMENT

AMONG

SHENZHEN TENCENT COMPUTER SYSTEMS CO., LTD.

TENCENT CLOUD COMPUTING (BEIJING) COMPANY LIMITED

TENCENT DADITONGTU (BEIJING) TECHNOLOGY COMPANY LIMITED

CHONGQING JD HAIJIA E-COMMERCE CO., LTD.

AND

JD CLOUD COMPUTING CO., LTD.

June 29, 2022

This STRATEGIC COOPERATION AGREEMENT (this “**Agreement**”), dated as of June 29, 2022, is made in Shenzhen, Guangdong by and among:

Party A-1: Shenzhen Tencent Computer Systems Co., Ltd., a company duly incorporated under the laws of the PRC, with its registered address at 35/F., Tencent Building, Middle 1st Road of Science and Technology, Ma Ling Community, Yuehai Street, Nanshan District, Shenzhen (“**Party A-1**” or “**Tencent Computer**”);

Party A-2: Tencent Cloud Computing (Beijing) Company Limited, a company duly incorporated under the laws of the PRC, with its registered address at 309 West, 3rd Floor, No. 49 Zhichun Road, Haidian District, Beijing (“**Party A-2**” or “**Tencent Cloud**”);

Party A-3: Tencent Daditongtu (Beijing) Technology Company Limited, a company duly incorporated under the laws of the PRC, with its registered address at 224, 2nd Floor, No. 49 Zhichun Road, Haidian District, Beijing (“**Party A-3**” or “**Dadi Tongtu**”, together with Party A-1 and Party A-2, “**Party A**”);

Party B-1: Chongqing JD Haijia E-Commerce Co., Ltd., with its registered address at 6 Huandao East Road, Logistics Base, Nan Peng Road, Banan District, Chongqing (“**Party B-1**” or “**Chongqing Haijia**”);

Party B-2: JD Cloud Computing Co., Ltd., with its registered address at Room 302, Building 2#, Jingdong Cloud Eastern Data Center of China, Hubin New District, Suqian (“**Party B-2**” or “**JD Cloud Computing**”, together with Party B-1, “**Party B**”).

Party A and Party B are hereinafter collectively referred to as the “**Parties**”, and individually as a “**Party**”.

WHEREAS:

1. Tencent (as defined below) is a leading technology company in China that provides communications and social, digital content, gaming, advertising, financial technology, cloud and other corporate services;
2. JD (as defined below) is a supply-chain-based technology and service company, and currently engages businesses in retail, technology, logistics, health, insurance, production and development, and overseas etc.;
3. Tencent and JD have entered into a Strategic Cooperation Agreement and other related agreements on March 10, 2014 (the “**2014 Agreement**”), and have entered into another Strategic Cooperation Agreement and other related agreements on May 10, 2019 (the “**2019 Agreement**”, together with the 2014 Agreement, the “**Original Agreements**”);
4. After execution of the Original Agreements, Tencent and JD have carried out good cooperation. The Parties agree to enter into this Agreement with the view to continuing business cooperation;
5. The Parties understand and agree that the business cooperation and support provided under this Agreement is a framework agreement, and the specific details shall be subject to further discussion and materialization by the personnel of the Parties after execution of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

The following terms in this Agreement shall have the following meanings:

- (1) “**Tencent**” means Tencent Holdings Limited and its Affiliates (including without limitation, Tencent Computer, Tencent Cloud or Dadi Tongtu, and may refer to one or more companies depending on the context).
- (2) “**JD**” means JD.com, Inc. and its Affiliates (including without limitation, Chongqing Haijia and JD Cloud Computing, may refer to one or more companies depending on the context).
- (3) “**Affiliate**” means, in respect of any company (or any other entity), any other entity that directly, or indirectly through one or more intermediaries controlled by, controlling, or under common control with, such company. For purposes of this definition, “control” means the possession of more than 50% equity interests or voting rights, or the power to decide or control the operations of a company (or any other entity) by contract or otherwise. In respect of each of the Parties, its Affiliate means any subsidiary directly or indirectly controlled by it (including any subsidiary controlled by VIE structure).

- (4) **“Weixin”** means the cross-platform communication tool provided by Tencent, which supports single- and multi-person participation, instant messaging services by voice, short message, video, picture and text, and provides users with relationship chain expansion tools, convenient tools, public platform, open platform and other software functions and services, but excludes WeChat.
- (5) **“Tencent Cloud”** means the cloud computing brand built by Tencent, which helps digital transformation of various industries with superior technological capabilities and provides global customers with high-quality cloud computing, big data and artificial intelligence services and customized industry solutions, including but not limited to public cloud, network infrastructure, dedicated servers, security components and software architecture as well as related operation and maintenance services.
- (6) **“Tencent Membership”** means the value-added member services for monthly, quarterly and annual service subscribers and membership systems offered by all business lines of Tencent, including without limitation Tencent Video VIP/SVIP Membership, Tencent Sports VIP and Tencent Music Membership.
- (7) **“Confidential Information”** means (a) any non-public information, whether in written, oral or any other form, concerning the organization, business, technology, investment, finance, commerce, transactions or affairs of any Party; (b) the existence or contents of this Agreement and the terms of any other agreements entered into pursuant to this Agreement; and (c) any information prepared by a Party that is shown to be, or contains, confidential information.
- (8) **“Intellectual Property”** means all intellectual property rights (whether or not registered, including all pending applications for registration of such rights and rights to apply for registration or renewal of such rights) owned by or legally licensed to any subject that are being used or need to be used by such subject in the course of its current business operations, including but not limited to patents, design patents, designs, copyrights (including personality rights of copyright and neighboring rights of copyright), database rights, integrated circuit rights, trademarks, trade names, logos and other trading marks used in business, Internet domain name, proprietary technology rights and any rights having the same or similar effect or nature as or to any of the foregoing rights in any part of the world.
- (9) **“Applicable Law”** means, with respect to any individual or entity, any law, regulation, rule, guideline, directive, treaty, judgment, decree, order, notice, ruling or decision of any governmental authority, regulatory authority or stock exchange that is applicable to such individual or entity.
- (10) **“Business Day”** means any day other than Saturdays, Sundays and any public holiday in China.
- (11) **“Force Majeure”** means occurrence of any event after the date of this Agreement which interferes performance of all or any part of this Agreement by any of the Parties and is beyond the control, unavoidable, insurmountable, unresolvable by any of the Parties, and unforeseeable upon execution of this Agreement. Such event includes, among others, earthquake, typhoon, floods, wars, international or domestic traffic interruption, acts of governmental authorities, COVID-19 epidemic and other events which shall be deemed as Force Majeure in general international commercial practice. For avoidance of any doubt, such event will not constitute Force Majeure under this Agreement unless it is beyond the control of, unavoidable, insurmountable and unresolvable by the Parties.

2. Territory of Cooperation

Unless otherwise expressly provided under this Agreement, any and all cooperation and/or restrictions provided under this Agreement will be limited to the territory of the Mainland of China, excluding Taiwan, Hong Kong and Macau Special Administrative Regions.

3. Contents of Cooperation

3.1. The Parties agree that, unless this Agreement or relevant business agreements are terminated earlier as agreed by the Parties, each of them shall designate their respective Affiliates to, conduct or explore business cooperation in the following areas during the term of cooperation stipulated in this Agreement.

- (1) Tencent shall provide JD with physical e-commerce traffic entry, Tencent Cloud and Tencent map and other related services at the interface of Weixin as agreed by the Parties.
- (2) Tencent and JD shall conduct business cooperation in the areas of membership system, Tencent meetings, intelligent retail, advertising and placement, and enterprise services, etc.
- (3) In addition to the cooperation contemplated hereunder, the Parties agree to seek more in-depth strategic cooperation opportunities in a wider range of areas in the future to achieve a win-win situation.

3.2. Service Price

With respect to the prices of the services provided under this Agreement, the Parties shall enter into separate agreements for the specific business, and both Party A and Party B may designate their business entities to sign specific cooperation agreements and JD shall pay the relevant fees to the business entities designated by Tencent as scheduled in accordance with the relevant separately signed agreements.

4. Term and Termination of Cooperation

- 4.1. This Agreement shall be effective as of May 27, 2022 after execution by the Parties and terminate automatically upon expiration of the Term of Cooperation provided under Section 4.2.
- 4.2. The Term of Cooperation under this Agreement shall commence on May 27, 2022 and end on May 26, 2025 (the “**Term of Cooperation**”). The Term of Cooperation may be extended upon its expiry subject to agreement of the Parties. Notwithstanding the foregoing, if the Term of Cooperation is otherwise provided under this Agreement, such provision shall prevail.
- 4.3. This Agreement may be early terminated:
 - (1). by the Parties in agreement;
 - (2). upon expiration of the Term of Cooperation, provided that the Parties fail to reach mutual agreement to extend the Term of Cooperation;
 - (3). upon written notice by either Party, provided that any Force Majeure event continues for six (6) consecutive months, and such Force Majeure event causes the affected Party unable to perform its principal obligations under this Agreement; or
 - (4). under any other circumstance agreed by the Parties.
- 4.4. Upon expiration of this Agreement or its termination under Section 4.3, neither Party shall further perform this Agreement, provided that Sections 7, 11 and 12 of this Agreement shall survive such expiration or termination. If any breach of this Agreement occurs before such expiration or termination, the breaching Party shall be held liable under Section 11 of this Agreement. Any other post-termination matter and arrangement shall be dealt with and resolved through friendly consultations by the Parties based on then circumstances.

5. Intellectual Properties

- 5.1. Providing any and all materials, information and Intellectual Property thereof by any of the Parties and their respective Affiliates to the other Party for purpose of this Agreement will not change the ownership of such materials, information or any rights thereof, unless otherwise expressly provided under the Intellectual property transfer agreement separately agreed by the Parties.
- 5.2. Unless otherwise expressly provided under this Agreement or any Intellectual Property authorization or license agreement separately agreed by the Parties, without prior written consent of the other Party, neither Party (or any of its Affiliates) may use or copy any patent, trademark, name, logo, business information, technology, data, information, domain name, copyright or any other Intellectual Property of the other Party, or apply to register any Intellectual Property which is similar to such Intellectual Property.

- 5.3. Ownership of any new Intellectual Property developed by the Parties (including their respective Affiliates) in connection with the business cooperation contemplated hereunder shall be subject to separate agreement of the Parties.
- 5.4. Any Party (and any of its Affiliates) shall indemnify any loss incurred by the other Party (and any of its Affiliates) arising from infringement upon any Intellectual Property or other valid right of the indemnified Party (and any of its Affiliates) by the indemnifying Party (and any of its Affiliates) in the course of cooperation hereunder or infringement upon any Intellectual Property or other valid right of any third party by or any product, service or material provided by the indemnifying Party (including any of its Affiliates).
- 5.5. The Parties undertake not to disparage or in any other way damage the trademarks, corporate names, domain names, etc. owned by the other Party, nor disparage, plagiarize, distort, damage or in any other way damage the products, Internet pages or websites of the other Party during the performance of this Agreement and after the expiration of this Agreement.
- 5.6. Neither Party shall use the other Party's brand for commercial purposes after the termination of this Agreement or the expiration of the Term of Cooperation.

6. Force Majeure

Any delay to perform this Agreement arising from any Force Majeure event will not constitute breach of this Agreement by any of the Parties. Neither Party will be liable for any damages arising thereof, provided such Party will make efforts to eliminate the cause of such delay and make best efforts (including without limitation seeking and using any alternative ways and methods) to eliminate any damage caused by such Force Majeure event, and notify the other Party of the occurrence and the potential damages of such force majeure within 15 Business Days (excluding the day of notice) when the elements of such force majeure are eliminated. During delayed performance of this Agreement, the Party encountering the force majeure event shall make reasonable alternative or take any other commercially reasonable action to facilitate performance of its obligations under this Agreement until such delay is eliminated.

7. Non-disclosure

Each Party hereby undertakes to the other Parties that it shall hold all the Confidential Information in confidence, and the Confidential Information may not be disclosed to any third party without prior written consent of the other Party, except for: (1) any information which has been available to the general public not disclosed by the receiving Party or any of its Affiliates; (2) any information required for disclosure by any Applicable Law, competent government agency, security exchange, exchange rules or guidelines, under which circumstance and to the extent permitted by law, the disclosing Party will notify the other Party in advance so that the Parties will reach agreement regarding the scope and content of such disclosure, and the content of such disclosure shall be limited to the part of the information required to be disclosed by the aforementioned Applicable Law, competent governmental authorities, competent stock exchanges or relevant stock exchanges' rules or regulations; or (3) any information provided by any Party to its legal or financial advisor on as-need basis, provided that such Party shall ensure that such legal or financial advisor will also comply with non-disclosure provisions equivalent to this Section 7. The Parties agree to use the Confidential Information provided by the other Party only in connection with this Agreement and, at the request of the furnishing Party, destroy or return such Confidential Information upon the end of this Agreement. Any Party will be liable for breach of this Section 7 by any of its Affiliates, their respective employees or advisors which breach will be deemed breach by such Party. This Section 7 shall survive any invalidity, termination or expiration of this Agreement for any reason or any invalidity or expiration of any provision of this Agreement for any reason.

8. Taxes

Unless otherwise agreed by the Parties, each of the Parties will bear any and all of its own taxes arising from execution and performance of this Agreement.

9. Representations and Warranties

9.1. Each of the Parties represents and warrants to the other Party that:

- (1) It is a company duly incorporated and validly existing under the Applicable Law of its jurisdiction of incorporation;
- (2) It has the powers to enter this Agreement and to cause its Affiliates to perform the cooperation contemplated by this Agreement, and its authorized representative has the full authority to execute this Agreement on its behalf;
- (3) Its execution, delivery and performance of this Agreement requires no filing with or notice with any government agency, or license, consent, permit or any other approval from any government agency or any third party; and
- (4) It is capable to perform its obligations under this Agreement, and such performance will violate any provision of its articles of association or any other organizational document.

9.2. If any legal document signed by it prior to the date of this Agreement has any conflict with any term of this Agreement, it will notify the other Party in writing in the principles of good faith, integrity and amicableness so that the Parties may resolve such conflict through negotiations. It will also be liable for any loss incurred by the other Party arising from such conflict.

9.3. If any consent, agreement or approval from any third party is found necessary by any Party during its performance of this Agreement, it will notify the other Party in writing within 30 days and make best efforts to obtain such consent, agreement or approval; if such consent, agreement or approval fails to be obtained within a reasonable period, it will provide a resolution for such issue acceptable to the other Party.

10. Notice and Delivery

10.1. Any notice and other communication required or provided under this Agreement shall be in writing and shall be delivered to the recipient by personal delivery, registered mail, prepaid postage, commercial courier service or electronic mail to the address of the recipient set forth in the Section 10.2 hereof (the “**Notice**”). Each Notice shall be additionally delivered in electronic mail if such Notice is given in a form other than electronic mail. A Notice will be deemed duly delivered at the following times:

- (1) If the Notice is delivered by personal delivery, upon the date on which it is signed by the person notified or left at the address specified for Notice set forth in the Section 10.2 hereof.
- (2) If the Notice is delivered by registered mail, prepaid postage or commercial courier service, upon the date of receipt or rejection of such Notice by the notified person at the address specified for Notice set forth in the Section 10.2 hereof.
- (3) If the Notice is delivered by electronic mail, upon its successful transmission if the sending Party has received the system information indicating that the electronic mail was successfully sent or has not received the system information within 24 hours indicating that the electronic mail was not delivered or returned.

10.2. For purpose of Notice, the address of each of the Parties is as follows:

Party A:

Address: Tencent Binhai Towers, 33 Haitian 2nd Road, Nanshan District, Shenzhen, Guangdong Province
Post Code: 518064
Attention: Compliance and Transaction Department
E-mail: legalnotice@tencent.com

With copies to:

Address: Tencent Binhai Towers, 33 Haitian 2nd Road, Nanshan District, Shenzhen, Guangdong Province
Post Code: 518064
Attention: Investment and M&A Department
E-mail: PD_Support@tencent.com

Party B:

Address: 20/F, Block B, JD Building, 18 Kechuang 11th Street, BDA, Beijing

Post Code: 100176

Attention: LI Xi, Group Customer Cooperation Department

E-mail: lixi11@jd.com

With copies to:

Address: 21/F, Block A, JD Building, 18 Kechuang 11th Street, BDA, Beijing

Post Code: 100176

Attention: Yan Xinmiao, Legal Compliance & Intellectual Property Department

E-mail: yanxinmiao@jd.com

- 10.3. Each Party may change its address of Notice under this Agreement by sending a change notice to the other Party pursuant to this Section 10.

11. Breach Liability

- 11.1. If any Party (the “**Breaching Party**”) breaches any provisions of this Agreement, fails to perform its obligations under this Agreement, or perform any obligation contrary to those contained in this Agreement, it shall be deemed to have committed a breach of this Agreement (the “**Breach**”). The Breaching Party shall be liable to compensate the non-Breaching Party or its Affiliates for any losses or damages incurred due to such Breach.
- 11.2. Each of the Parties understands and agrees that it execute this Agreement on behalf of itself and its Affiliates, and is obliged to cause and procure its Affiliates to comply and perform this Agreement.

12. Governing Law and Dispute Resolution

- 12.1. Execution, validity, interpretation, performance, amendment and termination of this Agreement and resolution of any dispute arising thereof shall be governed by and construed in accordance with the laws of the PRC.
- 12.2. Dispute Resolution
 - (1). Any dispute, conflict or claim arising out of or in connection with this Agreement (including without limitation (i) any right, obligation or liability relating to this Agreement, occurred prior to execution of this Agreement or un-relating to this Agreement; and (ii) any matter relating to formation, validity and termination of this Agreement) (the “**Dispute**”) shall be resolved by friendly negotiations between the Parties.
 - (2). The Party claiming the Dispute (the “**Claiming Party**”) shall send a written notice to the other Party (the “**Defending Party**”) describing the Dispute and its applicable term under this Agreement accompanied with reasonable evidence. The Defending Party shall review the Dispute and make full discussion and negotiation with the Claiming Party within two (2) months upon receipt of such notice. During such discussion and negotiation, each of the Claiming Party and the Defending Party shall have the right to request additional evidence from the other Party, upon which request such the other Party shall provide all reasonable and necessary support.
 - (3). If the Dispute fails to be resolved by the end of three (3) months after the date of its occurrence by the Parties in accordance with Sections 12.2(1) and 12.2(2) above, either Party may submit the Dispute to Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) (the “**Arbitral Tribunal**”) for arbitration in Shanghai in accordance with the arbitration rules of the Arbitral Tribunal then in effect. The arbitration proceedings shall be conducted in Chinese. The arbitration tribunal shall consist of three (3) arbitrators, among which the Claiming Party and the Defending Party shall respectively appoint one (1), and the third arbitrator shall be appointed by the Arbitral Tribunal as the presiding arbitrator. The Parties agree that, either Party may appoint arbitrators from outside the panel of arbitrators of the Arbitral Tribunal. The arbitration award shall be final and binding upon all Parties to the arbitration. The costs and expenses of arbitration shall be borne or shared by the Party or Parties designated in the arbitration award. In the event that any Dispute has arisen or any Dispute is under arbitration, other than the matters under Dispute, the Parties may continue to exercise other respective rights under this Agreement and shall perform other respective obligations under this Agreement.

13. Miscellaneous

- 13.1. Any amendment or supplement to this Agreement shall be effective when made in writing and signed by the authorized representatives of the Parties or sealed by the Parties. Any amendment or supplement hereto duly executed by the Parties will be an integral part of and have the same effect with this Agreement.

- 13.2. Without prior written consent of the other Party, neither Party may transfer any of its rights and obligations under this Agreement to any third party, except that it may designate its applicable Affiliates to perform certain matter in connection with the operation under this Agreement.
- 13.3. During the Term of Cooperation of this Agreement, neither Party may make any negative comment in public on the other Party, including without limitation any comment regarding corporate image, branding, product design, development, application, business strategy and all other corporate or product information of the other Party.
- 13.4. If any provision herein is held invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of the remainder of this Agreement; the Parties shall negotiate in good faith to address such invalid, illegal or unenforceable provision with the view to realizing the original business intent as much as possible.
- 13.5. This Agreement is in ten (10) originals with each Party holding two thereof. Each original shall have the same effect.

(no text below)

IN WITNESS WHEREOF, the Parties hereto have respectively executed this Agreement on the date first above written.

Shenzhen Tencent Computer Systems Co., Ltd. (Seal)

By: /s/ Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have respectively executed this Agreement on the date first above written.

Tencent Cloud Computing (Beijing) Company Limited (Seal)

By: /s/ Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have respectively executed this Agreement on the date first above written.

Tencent Dadi Tongtu (Beijing) Technology Company Limited (Seal)

By: /s/ Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have respectively executed this Agreement on the date first above written.

**Chongqing JD Haijia
E-Commerce Co., Ltd. (Seal)**

By: /s/ Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have respectively executed this Agreement on the date first above written.

JD Cloud Computing Co., Ltd. (Seal)

By: /s/ Authorized Signatory

List of Principal Subsidiaries and Consolidated Variable Interest Entities

Subsidiaries:	Place of Incorporation
Jingdong Technology Group Corporation	Cayman Islands
JINGDONG Property, Inc.	Cayman Islands
JD Logistics, Inc.	Cayman Islands
JD Property Holding Limited	Cayman Islands
JD Assets Holding Limited	Cayman Islands
JD Health International Inc.	Cayman Islands
JINGDONG Industrials, Inc.	Cayman Islands
Dada Nexus Limited	Cayman Islands
JD.com Investment Limited	British Virgin Islands
JD Asia Development Limited	British Virgin Islands
JD Jiankang Limited	British Virgin Islands
JD Industrial Technology Limited	British Virgin Islands
JD Sunflower Investment Limited	British Virgin Islands
Windcreek Limited	British Virgin Islands
JD Logistics Holding Limited	Hong Kong
Jingdong E-Commerce (Trade) Hong Kong Co., Ltd.	Hong Kong
JD.com International Limited	Hong Kong
JD.com E-Commerce (Technology) Hong Kong Co., Ltd.	Hong Kong
JD.com Overseas Innovation Limited	Hong Kong
Beijing Jingdong Century Trade Co., Ltd.	PRC
Jiangsu Jingdong Information Technology Co., Ltd.	PRC
Chongqing Jingdong Haijia E-commerce Co., Ltd.	PRC
Beijing Jingdong Shangke Information Technology Co., Ltd.	PRC
Xi'an Jingxundi Supply Chain Technology Co., Ltd.	PRC
Shanghai Shengdayuan Information Technology Co., Ltd.	PRC
Suqian Hanbang Investment Management Co., Ltd.	PRC
Beijing Wodong Tianjun Information Technology Co., Ltd.	PRC
Jingdong Logistics Supply Chain Co., Ltd.	PRC
Jiangsu Huiji Space Technology Co., Ltd.	PRC
Consolidated variable interest entities and their subsidiaries:	
Beijing Jingdong 360 Degree E-commerce Co., Ltd.	PRC
Jiangsu Yuanzhou E-commerce Co., Ltd.	PRC
Jiangsu Jingdong Bangneng Investment Management Co., Ltd.	PRC
Xi'an Jingdong Xincheng Information Technology Co., Ltd.	PRC
Suqian Juhe Digital Enterprise Management Co., Ltd.	PRC
Beijing Jingbangda Trade Co., Ltd.	PRC
Beijing Jingdong Qianshi Technology Co., Ltd.	PRC

JD.COM, INC.
AMENDED AND RESTATED CODE OF BUSINESS CONDUCT AND ETHICS

Adopted by the Board of Directors of JD.com, Inc. on November 17, 2022

I. PURPOSE

This Code of Business Conduct and Ethics (the “Code”) contains general guidelines for conducting the business of JD.com, Inc., a Cayman Islands company, and its subsidiaries and affiliated entities (collectively, the “Company.”) consistent with the highest standards of business ethics, and is intended to qualify as a “code of ethics” within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002 and the rules promulgated thereunder. Employees must, of course, comply with all applicable laws, rules and regulations, as those laws, rules and/or regulations may be amended from time to time. To the extent this Code requires a higher standard than required by commercial practice or applicable laws, rules or regulations, we adhere to these higher standards.

This Code is designed to deter wrongdoing and to promote:

- honest and ethical conduct, including, without limitation, the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- full, fair, accurate, timely, and understandable disclosure in reports and documents that the Company files with, or submits to, the U.S. Securities and Exchange Commission (the “SEC”) and in other public communications made by the Company;
- compliance with applicable laws, rules and regulations;
- prompt internal reporting of violations of the Code; and
- accountability for adherence to the Code.

II. APPLICABILITY

This Code applies to all directors, officers and employees of the Company, whether they work for the Company on a full-time, part-time, consultative or temporary basis (each, an “employee” and collectively, the “employees”). Certain provisions of the Code apply specifically to the Company’s chief executive officer, chief financial officer, other executive officers as defined under Rule 405 under the Securities Act of 1933, as amended, senior finance officer, controller, senior vice presidents and any other persons who perform similar functions for the Company (each, a “senior officer,” and collectively, the “senior officers”).

The Board of Directors of the Company (the “Board”) has appointed the Head of Compliance Department of the Company, as the Compliance Officer for the Company (the “Compliance Officer”). If you have any questions regarding the Code or would like to report any violation of the Code, please contact the Compliance Officer.

III. CONFLICTS OF INTEREST

Identifying Conflicts of Interest

A conflict of interest occurs when an employee's private interest interferes, or appears to interfere, in any way with the interests of the Company as a whole. An employee should actively avoid any private interest that may impact such employee's ability to act in the interests of the Company or that may make it difficult to perform the employee's work objectively and effectively. In general, the following should be considered conflicts of interest:

- Outside Employment. No employee may be employed by or provide services or advice to (i) a business or entity that competes with the Company or deprives it of any business or (ii) a non-competitive business or entity where such employment or provision of services or advice adversely affects the employee's performance of duties or responsibilities to the Company, or requires the employee to devote substantial time to it during such employee's working hours at the Company.
- Corporate Opportunity. No employee should use corporate property, information or his/her position with the Company to secure a business opportunity that would otherwise be available to the Company. If an employee discovers a business opportunity that is in the Company's line of business through the use of the Company's property, information or position, the employee must first present the business opportunity to the Company before pursuing the opportunity in his/her individual capacity.
- Financial Interests.
 - (i) No employee may have any financial interest (ownership or otherwise), either directly or indirectly through a spouse or other family member, in any other business or entity if such interest adversely affects the employee's performance of duties or responsibilities to the Company, or requires the employee to devote substantial time to it during such employee's working hours at the Company;
 - (ii) No employee may hold any ownership interest in a business or entity that is in competition with the Company if such ownership interest adversely affects the employee's performance of duties or responsibilities to the Company, or requires the employee to devote substantial time to it during such employee's working hours at the Company, and he/she must report to the Compliance Officer before his/her holding any ownership interest in a business or entity that is in competition with the Company;
 - (iii) No employee may hold any ownership interest in a business or entity that has a business relationship with the Company if such employee's duties at the Company include managing or supervising the Company's business relations with that business or entity; and

(iv) Notwithstanding the other provisions of this Code,

(a) a director or any immediate family member of such director (collectively, “Director Affiliates”) or a senior officer or any immediate family member of such senior officer (collectively, “Officer Affiliates”) may continue to hold his/her investment or other financial interest in a business or entity (an “Interested Business”) that:

(1) was made or obtained either (x) before the Company invested in or otherwise became interested in such business or entity; or (y) before the director or senior officer joined the Company (for the avoidance of doubt, regardless of whether the Company had or had not already invested in or otherwise become interested in such business or entity at the time the director or senior officer joined the Company); or

(2) may in the future be made or obtained by the director or senior officer, provided that at the time such investment or other financial interest is made or obtained, the Company has not yet invested in or otherwise become interested in such business or entity;

provided that such director or senior officer shall (x) disclose such investment or other financial interest to the Board and (y) refrain from participating in any discussion among senior officers of the Company relating to an Interested Business and shall not be involved in any proposed transaction between the Company and an Interested Business; and

(b) before any Director Affiliate or Officer Affiliate (i) invests, or otherwise acquires any equity or other financial interest, in a business or entity that is in competition with the Company; or (ii) enters into any transaction with the Company, the related director or senior officer shall obtain prior approval from the Audit Committee of the Board.

- Loans or Other Financial Transactions. No employee may obtain loans or guarantees of personal obligations from, or enter into any other personal financial transaction with, any business or entity that is a material customer, supplier or competitor of the Company. This guideline does not prohibit arms-length transactions with recognized banks or other financial institutions.
- Service on Boards and Committees. No employee shall serve on a board of directors or trustees or on a committee of any entity (whether profit or not-for-profit) whose interests could reasonably be expected to conflict with those of the Company. Employees must obtain prior approval from the Board before accepting any such board or committee position. The Company may revisit its approval of any such position at any time to determine whether an employee’s service in such position is still appropriate.

The above is in no way a complete list of situations where conflicts of interest may arise. The following questions might serve as a useful guide in assessing a potential conflict of interest situation not specifically addressed above:

- Is the action to be taken legal?

- Is it honest and fair?
- Is it in the best interests of the Company?

If the answer to any of the above questions is “no,” then the employee should refrain from engaging in the action or proposed course of conduct. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he/she shall immediately contact the Compliance Officer to obtain advice on the issue.

Disclosure of Conflicts of Interest

The Company requires that employees fully disclose any situations that could reasonably be expected to give rise to a conflict of interest. If an employee suspects that he/she has a conflict of interest, or a situation that others could reasonably perceive as a conflict of interest, the employee must report it immediately to the Compliance Officer. Conflicts of interest may only be waived by the Board, or by the appropriate committee of the Board, and will be promptly disclosed to the public to the extent required by law and applicable rules of NASDAQ.

Family Members and Work

The actions of family members outside the workplace may also give rise to conflicts of interest because they may influence an employee’s objectivity in making decisions on behalf of the Company. If a member of an employee’s family is interested in doing business with the Company, the criteria as to whether to enter into or continue the business relationship and the terms and conditions of the relationship must be no less favorable to the Company compared with those that would apply to an unrelated party seeking to do business with the Company under similar circumstances.

Employees should report any situation involving family members that could reasonably be expected to give rise to a conflict of interest to their supervisor or the Compliance Officer. For purposes of this Code, “family members” or “members of employee’s family” include an employee’s spouse, siblings, parents, children and in-laws (or corresponding “step” relation).

IV. GIFTS AND ENTERTAINMENT

The giving and receiving of appropriate gifts may be considered common business practice. Appropriate business gifts and entertainment are welcome courtesies designed to build relationships and understanding among business partners. However, gifts and entertainment should never compromise, or appear to compromise, an employee’s ability to make objective and fair business decisions. Employees may not, in any event, provide gifts (including cash and cash equivalents), meals, entertainment, transportation, hospitality, or other benefits, such as travel, to business partners in exchange for any improper favor or benefit. Generally, employees should not accept gifts, favors, entertainment, free services, discounts on personal purchases, or any other special considerations for themselves or their families that are not offered to other Company employees generally. Bribes and kickbacks are criminal acts, strictly prohibited by law. An employee must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world.

It is the responsibility of employees to use good judgment in this area. As a general rule, employees may give or receive gifts or entertainment to or from customers or suppliers only if the gift or entertainment is in compliance with applicable law, insignificant in amount and not given in consideration or expectation of any action by the recipient. All gifts and entertainment expenses made on behalf of the Company must be properly accounted for on expense reports.

It is the responsibility of employees to report the receiving gifts to their immediate superior management immediately and return them to the original unit or individual within two working days. All gifts that cannot be returned shall be handed over according to the requirements of the Company, and those valued at more than RMB¥300 or foreign currency equivalent shall be handed over to the Administration Department of the Company.

V. FCPA COMPLIANCE

The U.S. Foreign Corrupt Practices Act (“FCPA”) prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. A violation of FCPA does not only violate the Company’s policy but also constitutes a civil or criminal offense under FCPA. No employee shall give or authorize directly or indirectly any illegal payments to government officials of any country. While the FCPA does, in certain limited circumstances, allow nominal “facilitating payments” to be made, any such payment must be discussed with and approved by an employee’s supervisor (or, in the case of the chief executive officer, by the Board) in advance before it can be made.

VI. PROTECTION AND USE OF COMPANY ASSETS

Employees should protect the Company’s assets and ensure their efficient use for legitimate business purposes only. Theft, carelessness and waste have a direct impact on the Company’s profitability. Any use of the funds or assets of the Company, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

To ensure the protection and proper use of the Company’s assets, each employee should:

- exercise reasonable care to prevent theft, damage or misuse of Company property;
- promptly report any actual or suspected theft, damage or misuse of Company property;

- safeguard all electronic programs, data, communications and written materials from unauthorized access; and
- use Company property only for legitimate business purposes.

Except as approved in advance by the chief executive officer of the Company or the Compliance Officer, the Company prohibits political contributions (directly or through trade associations) by any employee on behalf of the Company. Prohibited political contributions include:

- any contributions of the Company's funds or other assets for political purposes;
- encouraging individual employees to make any such contribution; and
- reimbursing an employee for any political contribution.

VII. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Employee should abide by the Company's rules and policies in protecting the intellectual property and confidential information, including the following:

- All inventions, creative works, computer software, and technical or trade secrets developed by an employee in the course of performing the employee's duties or primarily through the use of the Company's assets or resources while working at the Company shall be the property of the Company.
- Employees should maintain the confidentiality of information entrusted to them by the Company or persons or entities with whom or which the Company has business relations, except when disclosure is authorized by law or legally mandated. Confidential information includes all non-public information about the Company and its business, along with third-party information which the Company is required to hold in confidence.
- The Company maintains a strict confidentiality policy. During an employee's term of employment with the Company, the employee shall comply with any and all written or unwritten rules and policies concerning confidentiality and shall fulfill the duties and responsibilities concerning confidentiality applicable to the employee.
- In addition to fulfilling the responsibilities associated with his/her position in the Company, an employee shall not, without obtaining prior approval from the Company, disclose, announce or publish trade secrets or other confidential business information of the Company, nor shall an employee use such confidential information outside the course of his/her duties to the Company.

- Even outside the work environment, an employee must maintain vigilance and refrain from disclosing important information regarding the Company or its business, business associates or employees.
- An employee's duty of confidentiality with respect to the confidential information of the Company survives the termination of such employee's employment with the Company for any reason until such time as the Company discloses such information publicly or the information otherwise becomes available in the public sphere through no fault of the employee.
- Upon termination of employment, or at such time as the Company requests, an employee must return to the Company all of its property without exception, including all forms of medium containing confidential information, and may not retain duplicate materials.

VIII. ACCURACY OF FINANCIAL REPORTS AND OTHER PUBLIC COMMUNICATIONS

Upon the Effective Time, the Company will be required to report its financial results and other material information about its business to the public and the SEC. It is the Company's policy to promptly disclose accurate and complete information regarding its business, financial condition and results of operations. Employees must strictly comply with all applicable standards, laws, regulations and policies for accounting and financial reporting of transactions, estimates and forecasts. Inaccurate, incomplete or untimely reporting will not be tolerated and can severely damage the Company and result in legal liability.

Employees should be on guard for, and promptly report, any possibility of inaccurate or incomplete financial reporting. Particular attention should be paid to:

- financial results that seem inconsistent with the performance of the underlying business;
- transactions that do not seem to have an obvious business purpose; and
- requests to circumvent ordinary review and approval procedures.

The Company's senior financial officers and other employees working in the finance department have a special responsibility to ensure that all of the Company's financial disclosures are full, fair, accurate, timely and understandable. Any practice or situation that might undermine this objective should be reported to the Compliance Officer.

Employees are prohibited from directly or indirectly taking any action to coerce, manipulate, mislead or fraudulently influence the Company's independent auditors for the purpose of rendering the financial statements of the Company materially misleading. Prohibited actions include but are not limited to:

- issuing or reissuing a report on the Company's financial statements that is not warranted in the circumstances (due to material violations of U.S. GAAP, generally accepted auditing standards or other professional or regulatory standards);

- not performing audit, review or other procedures required by generally accepted auditing standards or other professional standards;
- not withdrawing an issued report when withdrawal is warranted under the circumstances; or
- not communicating matters required to be communicated to the Company's Audit Committee.

IX. COMPANY RECORDS

Accurate and reliable records are crucial to the Company's business and form the basis of its earnings statements, financial reports and other disclosures to the public. The Company's records are a source of essential data that guides business decision-making and strategic planning. Company records include, but are not limited to, booking information, payroll, timecards, travel and expense reports, e-mails, accounting and financial data, measurement and performance records, electronic data files and all other records maintained in the ordinary course of business.

All Company records must be complete, accurate and reliable in all material respects. There is never an acceptable reason to make false or misleading entries. Undisclosed or unrecorded funds, payments or receipts are strictly prohibited. An employee is responsible for understanding and complying with the Company's record keeping policy. An employee should contact the Compliance Officer if he/she has any questions regarding the record keeping policy.

X. COMPLIANCE WITH LAWS AND REGULATIONS

Each employee has an obligation to comply with the laws of the cities, counties, provinces, regions and countries in which the Company operates. This obligation includes, without limitation, laws covering commercial bribery and kickbacks, patent, copyrights, trademarks and trade secrets, information privacy, insider trading, offering or receiving gratuities, harassment and discrimination, environmental protection, occupational health and safety, false or misleading financial information, misuse of corporate assets and foreign currency exchange activities. Employees are expected to understand and comply with all laws, rules and regulations that apply to their positions at the Company. If any doubt exists about whether a course of action is lawful, the employee should seek advice immediately from the Compliance Officer.

XI. FORCED LABOR

It is the strong policy of the Company that all work must be offered voluntarily and free of coercion. Employees shall accept their position freely and with informed consent, and must be free to leave their positions at any time, subject to any reasonable notice provisions to which they may have agreed in the employment contracts and to any provisions in accordance with the relevant laws and regulations.

The Company condemns all forms of forced labor, slavery and human trafficking. There shall be no unreasonable restrictions on workers' freedom of movement at their place of work. Nor shall the Company compel employees, under threat of discipline or termination, to work extra hours to which they have not agreed, or to work more overtime than is permitted under applicable law.

XII. DISCRIMINATION AND HARASSMENT

The Company is firmly committed to providing equal opportunity in all aspects of employment and will not tolerate any illegal discrimination or harassment based on race, color, ethnicity, religion, gender, sexual orientation, age, national origin or any other class or status protected under applicable law, rule or regulation. The Company prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee or induce an employee with benefits. For further information, employees should consult the Compliance Officer.

XIII. FREEDOM OF ASSOCIATION

Consistent with applicable law, the Company shall ensure that its employees are able to form and join employee representative bodies of their own choosing and freely associate with internal and external individuals. Likewise, the Company shall respect the right of employees to refrain from such activities. Employees and/or their representatives shall be able to communicate openly and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

XIV. FAIR DEALING, COMPETITION AND ANTI-MONOPOLY

Each employee should endeavor to deal fairly with the Company's customers, suppliers and employees, compete fairly with the Company's competitors and refrain from engaging in any monopolistic conduct against any anti-monopoly laws and regulations. None should take unfair advantage of anyone through manipulation, concealment, abuse of privileged or competitively sensitive information, misrepresentation of material facts, or any other unfair-dealing, anti-competitive or monopolistic practice.

In addition, it is the Company's policy to fully comply with all anti-monopoly laws and regulations that may be applicable to the Company. Employees should report the transactions that may involve any anti-monopoly concern to the Compliance Officer before entering into such transactions.

XV. HEALTH AND SAFETY

The Company strives to provide employees with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for other employees by following environmental, safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence or threats of violence are not permitted.

Each employee is expected to perform his/her duty to the Company in a safe manner, not under the influence of alcohol, illegal drugs or other controlled substances. The use of illegal drugs or improper use of controlled substances in the workplace is prohibited.

XVI. ANTI-MONEY LAUNDERING

The Company is committed to the prevention of money laundering across its business operations globally and seeks to do business only with customers and counterparties that conduct legitimate activities and share its commitment to complying with relevant anti-money laundering laws. Money laundering is an act of disguising the true nature of property, or transferring, acquiring or using property, knowing that such a property is derived from a criminal offense (which may include drug trafficking or terrorist activities).

XVII. ENVIRONMENTAL POLICY

The Company is committed to safeguarding nature, advancing green development with more sustainable corporate operations, continuously developing a green supply chain, and further promoting green consumption among customers. The Company will strive to reduce its negative impact on the environment and exert its supply chain capacity to actively respond to environmental challenges, enhancing the Company's environmental protection strategy.

XVIII. INSIDER TRADING POLICY

No member of the Company's Board and no officer, employee, consultant, independent contractor or other person associated with the Company may trade in its American Depositary Shares ("ADSs") representing its Class A ordinary shares, or trade Class A ordinary shares on The Stock Exchange of Hong Kong Limited, or other securities of the Company if such person possesses "material" information about the Company that has not been disclosed to the public. For further details, see the Company's insider trading policy, as amended from time to time (the "Insider Trading Policy").

XIX. VIOLATIONS OF THE CODE

All employees have a duty to report any known or suspected violation of this Code, including any violation of laws, rules, regulations or policies that apply to the Company. Reporting a known or suspected violation of this Code by others will not be considered an act of disloyalty, but an action to safeguard the reputation and integrity of the Company and its employees.

If an employee knows of or suspects a violation of this Code, it is such employee's responsibility to immediately report the violation to the Compliance Officer, who will work with the employee to investigate his/her concern. All questions and reports of known or suspected violations of this Code will be treated with sensitivity and discretion. The Compliance Officer and the Company will protect the employee's confidentiality to the extent practicable, consistent with the law and the Company's need to investigate the employee's concern.

It is the Company's policy that any employee who violates this Code will be subject to appropriate discipline, up to and including termination of employment, based upon the facts and circumstances of each particular situation. An employee's conduct, if it does not comply with the law or with this Code, can result in serious consequences for both the employee and the Company.

The Company strictly prohibits retaliation against an employee who, in good faith, seeks help or reports known or suspected violations. An employee inflicting reprisal or retaliation against another employee for reporting a known or suspected violation will be subject to disciplinary action, up to and including termination of employment.

XX. WAIVERS OF THE CODE

Waivers of this Code will be granted on a case-by-case basis and only in extraordinary circumstances. Waivers of this Code may be made only by the Board, or the appropriate committee of the Board, and may be promptly disclosed to the public if so required by applicable laws and regulations and rules of NASDAQ.

XXI. CONCLUSION

This Code contains general guidelines for conducting the business of the Company consistent with the highest standards of business ethics. If employees have any questions about these guidelines, they should contact the Compliance Officer. We expect all employees to adhere to these standards. Each employee is separately responsible for his/her actions. Conduct that violates the law or this Code cannot be justified by claiming that it was ordered by a supervisor or someone in higher management positions. If an employee engages in conduct prohibited by the law or this Code, such employee will be deemed to have acted outside the scope of his/her employment. Such conduct will subject the employee to disciplinary action, including termination of employment.

* * * * *

**Certification by the Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Lei Xu, certify that:

1. I have reviewed this annual report on Form 20-F of JD.com, Inc. (the “Company”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: April 20, 2023

By: /s/ Lei Xu
 Name: Lei Xu
 Title: Chief Executive Officer

**Certification by the Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

- I, Sandy Ran Xu, certify that:
1. I have reviewed this annual report on Form 20-F of JD.com, Inc. (the “Company”);
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;
 4. The Company’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the Company’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the Company’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting; and
 5. The Company’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company’s auditors and the audit committee of the Company’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal control over financial reporting.

Date: April 20, 2023

By: /s/ Sandy Ran Xu

Name: Sandy Ran Xu

Title: Chief Financial Officer

**Certification by the Principal Executive Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of JD.com, Inc. (the “Company”) on Form 20-F for the fiscal year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Lei Xu, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 20, 2023

By: /s/ Lei Xu
Name: Lei Xu
Title: Chief Executive Officer

**Certification by the Principal Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of JD.com, Inc. (the “Company”) on Form 20-F for the fiscal year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Sandy Ran Xu, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 20, 2023

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

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-198578 and No. 333-229957) and Registration Statements on Form F-3 (No. 333-235338 and No. 333-238952), of our reports dated April 20, 2023, relating to the financial statements of JD.com, Inc. and the effectiveness of JD.com, Inc.'s internal control over financial reporting appearing in this Annual Report on Form 20-F for the year ended December 31, 2022.

/s/ Deloitte Touche Tohmatsu Certified Public Accountants LLP
Shanghai, People's Republic of China
April 20, 2023

April 20, 2023
JD.com, Inc.
20th Floor, Building A, No. 18 Kechuang 11 Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111
People's Republic of China

Dear Sir/Madam:

We hereby consent to the reference of our name under the headings “Item 3—Key Information” and “Item 4.C. Information on the Company—Organizational Structure” in JD.com, Inc.’s Annual Report on Form 20-F for the year ended December 31, 2022 (the “Annual Report”), which will be filed with the Securities and Exchange Commission (the “SEC”) on the date hereof, and further consent to the incorporation by reference into the Registration Statements on Form S-8 (File Nos. 333-229957 and 333-198578) pertaining to JD.com, Inc.’s Share Incentive Plan and the Registration Statements on Form F-3 (No. 333-235338 and No. 333-238952) of the summary of our opinion under the headings “Item 3—Key Information” and “Item 4.C. Information on the Company—Organizational Structure” in the Annual Report. We also consent to the filing of this consent letter with the SEC as an exhibit to the Annual Report.

In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, or under the Securities Exchange Act of 1934, in each case, as amended, or the regulations promulgated thereunder.

Very truly yours,

/s/ Shihui Partners