

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

SCHEDULE 13D  
Under the Securities Exchange Act of 1934

**JD.com, Inc.**  
(Name of Issuer)

**Class A ordinary shares, par value US\$0.00002 per share**  
(Title of Class of Securities)

**47215P106**  
(CUSIP Number)

**Tencent Holdings Limited**  
**29/F., Three Pacific Place,**  
**No. 1 Queen's Road East, Wanchai, Hong Kong**  
**Telephone: +852 3148 5100**

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

**May 28, 2014**  
(Date of Event which Requires Filing of this Statement)

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

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

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

\*\*This CUSIP number applies to the American Depositary Shares, evidenced by American Depositary Receipts, each representing two Class A ordinary shares, par value \$0.00002 per share. No CUSIP has been assigned to the ordinary shares.

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1.	NAME OF REPORTING PERSON HUANG RIVER INVESTMENT LIMITED	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)  <div style="text-align: right;">(a) <input type="checkbox"/> (b) <input type="checkbox"/></div>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)  <div style="text-align: right;">o</div>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION BRITISH VIRGIN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	SOLE VOTING POWER None
	8.	SHARED VOTING POWER 486,245,393
	9.	SOLE DISPOSITIVE POWER None
	10.	SHARED DISPOSITIVE POWER 486,245,393
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 486,245,393	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)  <div style="text-align: right;">o</div>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.59%	
14.	TYPE OF REPORTING PERSON (See Instructions) CO	

1.	NAMES OF REPORTING PERSONS TENCENT HOLDINGS LIMITED	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) <span style="float: right;">(a) <input type="checkbox"/></span> <span style="float: right;">(b) <input type="checkbox"/></span>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS AF	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <span style="float: right;">o <input type="checkbox"/></span>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	7.	SOLE VOTING POWER None
	8.	SHARED VOTING POWER 486,245,393
	9.	SOLE DISPOSITIVE POWER None
	10.	SHARED DISPOSITIVE POWER 486,245,393
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 486,245,393	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <span style="float: right;">o <input type="checkbox"/></span>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.59%	
14.	TYPE OF REPORTING PERSON (See Instructions) HC	

**Item 1. Security and Issuer**

This statement on Schedule 13D (this “**Statement**”) relates to Class A ordinary shares, par value US\$0.00002 per share (the “**Class A Shares**”), of JD.com, Inc., a company with limited liability incorporated under the laws of the Cayman Islands (the “**Issuer**”). The address of the principal executive offices of the Issuer is 10th Floor, Building A, North Star Century Center, No. 8 Beichen West Street Chaoyang District, Beijing 100101, The People's Republic of China.

The Issuer's American Depositary Shares (the “**ADSs**”), evidenced by American Depositary Receipts, each representing two Class A Shares, are listed on the NASDAQ Stock Market under the symbol “**JD**.” The Reporting Persons (as defined below), however, only beneficially own Class A Shares.

In addition to Class A Shares, the Issuer also has outstanding Class B ordinary shares (the “**Class B Shares**”, and together with the Class A Shares, the “**Ordinary Shares**”). The Class B Shares have the same rights as the Class A Shares, except for voting and conversion rights. Each Class A Share is entitled to one vote, and each Class B Share is entitled to twenty votes and is convertible into one Class A Share at any time by the holder thereof. The Class A Shares are not convertible into Class B Shares under any circumstances.

**Item 2. Identity and Background**

(a) – (c), (f) This Statement is being filed by:

(i) Tencent Holdings Limited, a Cayman Islands company (“**Tencent**”); and

(ii) Huang River Investment Limited, a British Virgin Islands company and a direct wholly owned subsidiary of Tencent (“**Huang River**”).

Each of the foregoing is referred to as a “**Reporting Person**” and collectively as the “**Reporting Persons**.” Each of the Reporting Persons is party to that certain Joint Filing Agreement filed herewith as Exhibit 1. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

The address of Tencent's principal office is Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands. The address of Huang River's principal office is P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands. Huang River is a direct wholly owned subsidiary of Tencent and is principally engaged in the business of holding securities in portfolio companies in which Tencent invests.

Tencent is an internet service portal in China providing value-added internet, mobile and telecom services and online advertising and has been listed on the main board of the Hong Kong Stock Exchange since June 16, 2004 (SEHK 700).

Attached hereto as Appendix A, and incorporated herein by reference, is information concerning each executive officer and director of Tencent and Huang River, which is required to be disclosed in response to Item 2 and General Instruction C to Schedule 13D.

(d)-(e) None of the Reporting Persons nor any of the persons or entities referred to in Appendix A has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

On March 10, 2014, Huang River acquired 351,678,637 ordinary shares pursuant to a share subscription agreement dated March 10, 2014, between the Issuer, Huang River and Tencent (the “**Subscription Agreement**”). On March 10, 2014 the Reporting Persons paid \$214,661,998 in cash to the Issuer, as well as entered into a series of agreements with the Issuer

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and its affiliates for transfer of two online marketplace platforms of Tencent, issue of a minority equity interest in a Tencent affiliate with an option to acquire the balance interest and entered into a strategic cooperation agreement with the Issuer. The 351,678,637 ordinary shares acquired by Huang River pursuant to the Subscription Agreement were redesignated as Class A Shares immediately prior to the initial public offering of the Issuer (the "IPO").

Pursuant to the terms of an IPO subscription agreement dated March 10, 2014, between the Issuer, Huang River and Tencent ("**IPO Subscription Agreement**"), on May 28, 2014, concurrently with the IPO, Huang River acquired an additional 138,014,720 Ordinary Shares from the Issuer for \$1,311,139,840 in cash. On May 30, 2014, pursuant to the IPO Subscription Agreement, after the closing of the over-allotment option granted to the underwriters in the IPO, Huang River acquired an additional 1,479,240 Ordinary Shares for \$14,052,780 in cash. The price per Class A Share acquired by Huang River on May 28, 2014 and May 30, 2014 was \$9.5 (based on the initial public offering price of \$19 for the ADSs as set forth in the Prospectus (as defined below)).

On March 18, 2014, Huang River entered into a share purchase agreement ("**Post-IPO SPA**") with each of Bu Guangqi, Chen Yong, Lin Min, Sun Jun and Zou Zhijun, as the buyers, for the sale of 4,927,204 Class A Shares. The aggregate purchase price payable to Huang River by the buyers under the Post-IPO SPA was \$5,167,629 in cash, and the purchase price payable by each buyer was set forth in a schedule to the Post-IPO SPA. On April 10, 2014, Huang River entered into a supplemental agreement ("**Supplemental Agreement**") with Bu Guangqi pursuant to which the purchase price payable by Bu Guangqi was reduced from \$3,617,340 to \$2,395,899. As a result, on May 16, 2014, the buyers paid an aggregate amount of \$3,946,188 in cash to Huang River, against which on June 3, 2014, Huang River completed and registered with the Issuer, the transfer of 4,927,204 Class A Shares to Bu Guangqi, Chen Yong, Lin Min, Sun Jun and Zou Zhijun.

Huang River used funds from an affiliate, which is a wholly owned subsidiary of Tencent, to pay the cash amounts involved in each of the foregoing purchases.

The Subscription Agreement is attached hereto as Exhibit 4 and the IPO Subscription Agreement is attached hereto as Exhibit 5, and are incorporated herein by reference.

The Post-IPO SPA is attached hereto as Exhibit 7 and the Supplemental Agreement is attached hereto as Exhibit 8, and are incorporated herein by reference.

#### **Item 4. Purpose of Transaction**

As described in Item 3 above and Item 6 below, which descriptions are incorporated herein by reference in answer to this Item 4, this Statement is being filed in connection with the acquisition of Class A Shares by Huang River pursuant to the Subscription Agreement and the IPO Subscription Agreement. As a result of the transactions described in this Statement, the Reporting Persons acquired approximately 17.59% of the Ordinary Shares outstanding and received the right to appoint one director on the board of directors of the Issuer. The Reporting Persons acquired the Class A Shares for investment purposes and in connection with the transactions contemplated under the Subscription Agreement and the IPO Subscription Agreement.

Consistent with such purposes, and subject to the limitations, rules and requirements under applicable law, limitations under the charter and bylaws of the Issuer, as well as any restrictions under the transaction documents described under Item 6 below, the Reporting Persons may engage in communications with, without limitation, management of the Issuer, one or more members of the board of directors of the Issuer, other shareholders of the Issuer and other relevant parties, and may make suggestions, concerning the business, assets, capitalization, financial condition, operations, governance, management, prospects, strategy, strategic transactions, financing strategies and alternatives, and future plans of the Issuer, and such other matters as the Reporting Persons may deem relevant to their investment in the Issuer.

Other than as set forth in this Statement or in the transaction documents described under Item 6 below, neither the Reporting Persons, nor to the knowledge of the Reporting Persons, any person named in Appendix A hereto has any plans or proposal which relate to, or would result in, any of the matters described in subsections (a) through (j) of Item 4 of Schedule 13D of the Securities Exchange Act of 1934, as amended (although the Reporting Persons reserve the right to develop such plans or proposals, subject to compliance with applicable laws).

#### **Item 5. Interest in Securities of the Issuer**

(a) – (b) As of the date of this Statement, each Reporting Person may be deemed to have beneficial ownership and shared power to vote or direct the vote of up to 486,245,393 Class A Shares.

Immediately following the IPO, based on a total of 2,734,171,730 Ordinary Shares (divided into 2,177,875,831 Class A Shares and 556,295,899 Class B Shares) outstanding as reported in the Issuer's prospectus filed with the Securities and Exchange Commission ("**SEC**") on May 21, 2014 ("**Prospectus**"), the Reporting Persons beneficially held 17.91% of the Ordinary Shares outstanding. After the closing of the underwriters' over-allotment option (as described in the

Prospectus) on May 30, 2014, based on a total of 2,763,756,650 Ordinary Shares outstanding as communicated to Tencent by the Issuer on May 29, 2014, the Reporting Persons beneficially held 17.77% of the Ordinary Shares outstanding.

On June 3, 2014 Huang River completed and registered with the Issuer, the transfer of 4,927,204 Class A Shares. Following the completion of such transfer, the Reporting Persons beneficially hold 17.59% of the Ordinary Shares outstanding.

Based on their holdings of Ordinary Shares, the Reporting Persons control approximately 3.7% of the total voting power of the outstanding Ordinary Shares as reported in the Prospectus. The percentage of voting power was calculated by dividing the voting power beneficially owned by the Reporting Persons by the voting power of all of the Issuer's holders of Class A Shares and Class B Shares as a single class as at the date of the Prospectus. Each holder of Class A Shares is entitled to one vote per share and each holder of Class B Shares is entitled to twenty votes per share on all matters submitted to them for a vote.

Except as set forth in this Item 5(a) and (b), to the knowledge of the Reporting Persons, no person identified in Appendix A hereto beneficially owns any Shares.

(c) The Reporting Persons acquired 138,014,720 Class A Shares concurrently with the IPO on May 28, 2014 and 1,479,240 Class A Shares concurrently with the closing of the over-allotment option on May 30, 2014.

On June 3, 2014, pursuant to the carve-outs under the Shareholders Agreement and the Lock-Up Agreements, and in accordance with the terms of the Post-IPO SPA and the Supplemental Agreement, Huang River completed and registered with the Issuer, the transfer of 4,927,204 Class A Shares to Bu Guangqi, Chen Yong, Lin Min, Sun Jun and Zou Zhijun. On May 16, 2014 the buyers paid an aggregate amount of \$3,946,188 in cash to Huang River in connection with such transfer against which the 4,927,204 Class A Shares were transferred.

Other than the transactions described above, there have been no transactions in the Ordinary Shares by the Reporting Persons or any of the persons identified in Appendix A hereto during the past 60 days.

The information set forth in Item 3 above and in Item 6 is also incorporated herein by reference.

(d) Other than the Reporting Persons, no other person is known to have the right to receive or the power to direct the receipt of dividends from, or any proceeds from the sale of, the Class A Shares beneficially owned by the Reporting Persons.

(e) Not applicable

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

##### ***Lock-Up Agreement***

In connection with the IPO, on May 12, 2014, each of (x) Huang River and (y) Lau Chi Ping Martin (being the director appointed by the Reporting Persons on the board of the Issuer pursuant to the Shareholders Agreement as described below) (together, with Huang River, the "**Lock-up Persons**"), entered into customary lock-up agreements (the "**Lock-Up Agreements**") with Merrill Lynch, Pierce, Fenner & Smith Incorporated and UBS Securities LLC as representatives of the underwriters (the "**Representatives**") pursuant to which the Lock-up Persons agreed not to offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any Ordinary Shares, ADSs or securities convertible into Ordinary Shares or ADSs for 180 days from the date of the final prospectus filed in connection with the IPO without the prior written consent of the Representatives, and except for certain limited exceptions set forth therein. However, the Representatives may release the securities subject to the Lock-Up Agreements from the lock-up restrictions at any time in accordance with the terms of such Lock-Up Agreement. The foregoing description of the Lock-Up Agreements does not purport to be complete and is qualified in its entirety by reference to the actual terms of the Lock-Up Agreements filed as Exhibit 2 and Exhibit 3 to this Schedule 13D and which is incorporated herein by reference.

##### ***Share Subscription Agreement***

On March 10, 2014, the Issuer, Huang River and Tencent entered into the Subscription Agreement pursuant to which Huang River agreed to purchase from the Issuer, 351,678,637 ordinary shares of the Issuer (redesignated as Class A Shares immediately prior to the IPO). On March 10, 2014 the Reporting Persons paid \$214,661,998 in cash as well as entered into a series of agreements with the Issuer and its affiliates for transfer of two online marketplace platforms of Tencent, a minority equity interest in a Tencent affiliate with an option to acquire the balance and entry into a strategic cooperation agreement.

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

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The foregoing description of the Subscription Agreement does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the Subscription Agreement. A copy of the Subscription Agreement is filed as Exhibit 4 hereto and is incorporated herein by reference.

### ***IPO Subscription Agreement***

On March 10, 2014, the Issuer, Huang River and Tencent entered into the IPO Subscription Agreement. Pursuant to the IPO Subscription Agreement, Huang River agreed to purchase from the Issuer such number of Class A Shares that represents 5% of the Issuer's total issued and outstanding share capital on a fully diluted basis (calculated in the manner set forth in the IPO Subscription Agreement) immediately following the completion of the IPO, which amounted to 138,014,720 Class A Shares if the underwriters did not exercise their over-allotment option to purchase additional ADSs in the offering, or 139,493,960 Class A Shares if the underwriters exercised their over-allotment option in full. Following the completion of the IPO and the underwriters' exercise of their over-allotment option, Huang River has exercised its option to further subscribe to Class A Shares at a price per share equal to the IPO price adjusted to reflect the ADS-to-ordinary share ratio.

The IPO Subscription Agreement contains customary representations and warranties from each of the Reporting Persons and the Issuer for a transaction of this nature.

The foregoing description of the IPO Subscription Agreement does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the IPO Subscription Agreement. A copy of the IPO Subscription Agreement is filed as Exhibit 5 hereto and is incorporated herein by reference.

### ***Shareholders Agreement***

On March 10, 2014, simultaneously with the issue of the 351,678,637 ordinary shares to Huang River, Huang River entered into a thirteenth amended and restated shareholders agreement (the "**Shareholders Agreement**") with the Issuer and the shareholders of the Issuer (including holders of ordinary shares, series A preferred shares, series B preferred shares and series C preferred shares). Pursuant to the Shareholders Agreement, Huang River received certain board representation rights, as well as certain registration rights (each of which survived the completion of the IPO), a brief summary of which (as well as certain transfer restrictions) is set forth below.

**Tencent Lock-up:** In addition to the restrictions in the Lock-Up Agreement, under the Shareholders Agreement, Huang River has agreed not to, directly or indirectly, sell, transfer or dispose of any Class A Shares acquired by Huang River under the Subscription Agreement or the IPO Subscription Agreement for three years commencing from March 10, 2014, subject to certain limited exceptions including ability to transfer to affiliates and transfer of 4,927,204 Class A Shares. Huang River has also agreed under the terms of the Shareholders Agreement not to directly or indirectly, sell, transfer or dispose of any Class A Shares held by it to certain persons mutually agreed between the Reporting Persons, the Issuer and Mr. Richard Qiangdong Liu.

**Board Representation:** Huang River is entitled to appoint one director on the board of the Issuer (x) prior to the closing of the IPO, so long as it holds in aggregate 80% of the aggregate number of shares it acquired on March 10, 2014 plus the shares acquired by Huang River concurrently with the IPO, and (y) following the completion of the IPO, until the earlier of March 10, 2017 and the date on which Huang River holds less than 75% of the aggregate of the number of shares it acquired on March 10, 2014 plus the shares acquired by Huang River concurrently with the IPO.

**Demand Registration Rights:** At any time after six months following the completion of the IPO, holders of at least 15% of the Issuer's outstanding registrable securities (includes holders of Ordinary Shares, except those held by Mr. Richard Qiangdong Liu, Max Smart Limited and Mr. Richard Qiangdong Liu's associate) have the right to demand that the Issuer file a registration statement covering the registration of more than 10% of the total registrable securities then outstanding or the registration of the registrable securities with anticipated aggregate gross proceeds in excess of US\$20 million. The demand registration rights in the Shareholders Agreement are subject to customary restrictions, such as limitations on the number of securities to be included in any underwritten offering imposed by the underwriter.

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**Piggyback Registration Rights:** If the Issuer proposes to file a registration statement for a public offering of its securities other than an offering relating to any employee benefit plan or a corporate reorganization, the Issuer must offer holders of its registrable securities (including securities held by Huang River) an opportunity to include in the registration all or any part of their registrable securities. The demand registration rights in the Shareholders Agreement are subject to customary restrictions, such as limitations on the number of securities to be included in any underwritten offering imposed by the underwriter.

**Form F-3 Registration Rights:** Once the Issuer is eligible to file a shelf registration statement under the Securities Act of 1933, holders of at least 15% of the Issuer's outstanding registrable securities have the right to request the Issuer to effect registration statements on Form F-3 at any time after the IPO. The Issuer is however not required to prepare and file more than three Form F-3 registrations in any 12-month period.

**Expenses of Registration:** The Issuer will bear all registration expenses, other than underwriting discounts and selling commissions incurred in connection with any demand, piggyback or F-3 registration, except each holder that exercised its demand, piggyback or F-3 registration rights will bear such holder's proportionate share (based on the total number of shares sold in such registration other than for the Issuer's account) of all underwriting discounts and selling commissions or other amounts payable to underwriters or brokers.

**Termination of Obligations.** The Issuer has no obligation to effect any demand, piggyback or Form F-3 registration upon the earlier of (i) the second anniversary after the completion of the IPO; and (ii) as to any registrable security holder, at such time as all registrable securities owned by such holder may be sold in any 90-day period without registration pursuant to Rule 144 under the Securities Act, except that Huang River has the right to demand on one occasion registration of its shares during the two-year period following March 10, 2017.

The foregoing description of the Shareholders Agreement does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the Shareholders Agreement. A copy of the Shareholders Agreement is filed as Exhibit 6 hereto and is incorporated herein by reference.

### **Post-IPO SPA & Supplemental Agreement**

On March 18, 2014, Huang River entered into the Post-IPO SPA with each of Bu Guangqi, Chen Yong, Lin Min, Sun Jun and Zou Zhijun, as the buyers, for the sale of 4,927,204 Class A Shares. The aggregate purchase price payable to Huang River by the buyers under the Post-IPO SPA was \$5,167,629 in cash, and the purchase price payable by each buyer was set forth in a schedule to the Post-IPO SPA.

On April 10, 2014, Huang River entered into the Supplemental Agreement with Bu Guangqi pursuant to which Huang River agreed to reduce the purchase price payable by Bu Guangqi to \$2,395,899 from \$3,617,340.

On May 16, 2014, the buyers paid an aggregate amount of \$3,946,188 in cash to Huang River, against which on June 3, 2014, Huang River completed and registered with the Issuer, the transfer of 4,927,204 Class A Shares to Bu Guangqi, Chen Yong, Lin Min, Sun Jun and Zou Zhijun.

The foregoing descriptions of the Post-IPO SPA and the Supplemental Agreement does not purport to be a complete description of the terms thereof and is qualified in its entirety by reference to the full text of the Post-IPO SPA and the Supplemental Agreement. Copies of the Post-IPO SPA and Supplemental Agreement are filed as Exhibits 7 and 8 respectively, and are incorporated herein by reference.

### **Item 7. Material to be Filed as Exhibits**

Exhibit 1: Joint Filing Agreement, dated June 9, 2014 between Huang River Investment Limited and Tencent Holdings Limited

Exhibit 2: Lock-Up Agreement dated May 12, 2014 between Huang River Investment Limited, Merrill Lynch, Pierce, Fenner & Smith Incorporated and UBS Securities LLC

Exhibit 3: Lock-Up Agreement dated May 12, 2014 between Lau Chi Ping Martin, Merrill Lynch, Pierce, Fenner & Smith Incorporated and UBS Securities LLC

Exhibit 4: Subscription Agreement, dated March 10, 2014 between JD.com, Inc., Huang River Investment Limited and Tencent Holdings Limited (incorporated herein by reference from Exhibit 10.20 of the Issuer's Form F-1/A (File No. 333-193650) filed on March 19, 2014)

Exhibit 5: IPO Subscription Agreement, dated March 10, 2014 between JD.com, Inc., Huang River Investment Limited and Tencent Holdings Limited (incorporated herein by reference from Exhibit 10.21 of the Issuer's Form F-1/A (File No. 333-193650) filed on March 19, 2014)

Exhibit 6: Thirteenth Amended and Restated Shareholders Agreement, dated March 10, 2014 between JD.com, Inc., Huang River Investment Limited and certain other shareholders parties thereto (incorporated herein by reference from Exhibit 4.4 of the Issuer's Form F-1/A (File No. 333-193650) filed on March 19, 2014)

Exhibit 7: Share Purchase Agreement dated March 18, 2014 between Huang River Investment Limited, Bu Guangqi, Chen Yong, Lin Min, Sun Jun and Zou Zhijun

Exhibit 8: Supplemental Agreement dated April 10, 2014 between Huang River Investment Limited and Bu Guangqi



**EXECUTIVE OFFICERS AND DIRECTORS OF TENCENT HOLDINGS LIMITED**

The names of the directors and the names and titles of the executive officers of Tencent Holdings Limited and their principal occupations are set forth below. The business address of each of the directors or executive officers is c/o Tencent Holdings Limited, 29/F., Three Pacific Place, No. 1 Queen's Road East, Wanchai, Hong Kong. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to Tencent Holdings Limited.

<u>Name</u>	<u>Citizenship</u>	<u>Title</u>
<b>Directors:</b>		
Ma Huateng	People's Republic of China	Chairman of the Board
Lau Chi Ping Martin	People's Republic of China (Hong Kong SAR)	Director
Charles St Leger Searle	Republic of South Africa	Director
Jacobus Petrus Bekker	Republic of South Africa	Director
Li Dong Sheng	People's Republic of China	Director
Iain Ferguson Bruce	People's Republic of China (Hong Kong SAR)	Director
Ian Charles Stone	People's Republic of China (Hong Kong SAR)	Director
<b>Executive officers:</b>		
Ma Huateng	People's Republic of China	Chief Executive Officer
Lau Chi Ping Martin	People's Republic of China (Hong Kong SAR)	President
Zhang Zhidong	People's Republic of China	Chief Technology Officer
Xu Chenye	People's Republic of China	Chief Information Officer
Ren Yuxin	People's Republic of China	Chief Operating Officer
James Gordon Mitchell	United Kingdom of Great Britain and Northern Ireland	Chief Strategy Officer and Senior Executive Vice President
John Shek Hon Lo	People's Republic of China (Hong Kong SAR)	Senior Vice President and Chief Financial Officer

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**EXECUTIVE OFFICERS AND DIRECTORS OF HUANG RIVER INVESTMENT LIMITED**

The names of the directors and the names and titles of the executive officers of Huang River Investment Limited and their principal occupations are set forth below. The business address of each of the directors or executive officers is c/o Tencent Holdings Limited, 29/F., Three Pacific Place, No. 1 Queen's Road East, Wanchai, Hong Kong. Unless otherwise indicated, each occupation set forth opposite an individual's name refers to Huang River Investment Limited.

<u>Name</u>	<u>Citizenship</u>	<u>Title</u>
<b>Directors:</b>		
Ma Huateng	People's Republic of China	Director
Charles St Leger Searle	Republic of South Africa	Director
<b>Executive officers:</b>		
N/A		

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**SIGNATURE**

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

Date: June 9, 2014

**Tencent Holdings Limited**

By: /s/ Ma Huateng  
Name: Ma Huateng  
Title: Chairman of the Board

**Huang River Investment Limited**

By: /s/ Ma Huateng  
Name: Ma Huateng  
Title: Director

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**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D relating to Class A ordinary shares, par value US\$0.00002 per share of JD.com, Inc., a company with limited liability incorporated under the laws of the Cayman Islands. This Joint Filing Agreement shall be included as an Exhibit to such joint filing, and may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

In evidence thereof, each of the undersigned, being duly authorized, hereby execute this Joint Filing Agreement.

Date: June 9, 2014

**Tencent Holdings Limited**

By: /s/ Ma Huateng

Name: Ma Huateng

Title: Chairman of the Board

**Huang River Investment Limited**

By: /s/ Ma Huateng

Name: Ma Huateng

Title: Director

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JD.com, Inc.

Lock-Up Agreement

May 12, 2014

Merrill Lynch, Pierce, Fenner & Smith Incorporated

UBS Securities LLC

As Representatives of the several Underwriters  
to be named in Schedule I to the Underwriting Agreement,

Re: JD.com, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several underwriters to be named in Schedule I to such agreement (collectively, the "Underwriters") with JD.com, Inc., a company incorporated in the Cayman Islands (the "Company"), and certain other parties to be named in such agreement, providing for a public offering (the "Public Offering") of American Depositary Shares (the "ADSs") representing Class A ordinary shares of the Company, par value US\$0.00002 per share (the "Ordinary Shares"), pursuant to a Registration Statement on Form F-1 and a Registration Statement on Form F-6 to be filed with the U.S. Securities and Exchange Commission (the "SEC").

In consideration of the Underwriters' efforts in connection with the Public Offering, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the "Lock-Up Period"), the undersigned will not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, purchase any option or contract to sell, make any short sale, file a registration statement with respect to, or otherwise dispose of any ADSs or Ordinary Shares or any securities and capital stock of the Company (collectively, the "Lock-Up Securities"), or any options or warrants to purchase any Lock-Up Securities, or any securities convertible into, exchangeable for or that represent the right to receive the Lock-Up Securities, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Undersigned's Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation (i) any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any

significant part of its value from such Undersigned's Shares, and/or (ii) any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of the Lock-Up Securities, in cash or otherwise.

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue for 180 days after the public offering date set forth on the final prospectus used to sell the ADSs (the "Public Offering Date") pursuant to the Underwriting Agreement; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or announces material news or a material event or (2) prior to the expiration of the initial Lock-Up Period, the Company announces that it will, or the Representatives determine that the Company will, release earnings results during the 15-day period following the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless the Representatives waive, in writing, such extension. However, notwithstanding anything else in this Lock-Up Agreement, the Lock-Up Period will terminate and the undersigned will be released from its obligations hereunder on the earlier of (1) the date that the Company advises the Representatives, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (2) termination of the Underwriting Agreement before the closing of the Public Offering, or (3) August 31, 2014, if the Public Offering Date has not occurred by that date.

The undersigned hereby acknowledges that the Company will agree or has agreed in the Underwriting Agreement to provide written notice of any event that would result in an extension of the Lock-Up Period pursuant to the previous paragraph to the undersigned (in accordance with the Underwriting Agreement), and the undersigned agrees that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned. The undersigned hereby further agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this Lock-Up Agreement during the period from the date of this Lock-Up Agreement to and including the 34th day following the expiration of the initial Lock-Up Period, it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period (as such may have been extended pursuant to the previous paragraph) has expired.

If the undersigned is an officer or director of the Company, (1) the undersigned further agrees that the foregoing restrictions shall be equally applicable to any Undersigned's Shares acquired by the undersigned pursuant to the Company's directed share program, if any, (2) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of the Lock-Up Securities, the Representatives will notify the Company of the impending release or waiver, and (3) the Company will agree or has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, or through will or intestacy, provided that the donee(s) or distributee(s) thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (iii) in the Public Offering based on the mutual agreement by and among the Undersigned, the Company and the Underwriters, (iv) in connection with a sale of any of the Undersigned's Shares acquired in the Public Offering or in open market transactions on or after the Public Offering Date, provided, however, that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any other public announcement shall be required or voluntarily made during the Lock-Up Period in connection with such transfer, (v) if the undersigned is a partnership, limited liability company or corporation, to limited partners, shareholders or affiliates (within the meaning set forth in Rule 405 as promulgated by the SEC under the Securities Act of 1933, as amended) of the undersigned, provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such Undersigned's Shares subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such Undersigned's Shares except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value, and provided further that no filing under Section 16(a) of the Exchange Act, or any other public announcement shall be required or voluntarily made during the Lock-Up Period in connection with such transfer or (vi) with the prior written consent of the Representatives on behalf of the Underwriters. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar and the depositary for the ADSs against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

Notwithstanding anything herein to the contrary, the undersigned shall be entitled to sell up to 4,927,204 of the Undersigned's Shares, to the persons named in Schedule 1 hereto (the "Tencent Exempted Persons") during the Lock-Up Period without the prior written consent of any person (including any consent of the Representatives or the Underwriters); provided, that each Tencent Exempted Person, shall not directly or indirectly, sell, transfer or otherwise dispose of, or permit any sale, transfer or other disposition of, through one or a series of transactions, any Lock-Up Securities without the prior written consent of the Representatives on behalf of the Underwriters, during the Lock-Up Period, and if requested by the Representatives on behalf of the Underwriters, shall sign a lock-up agreement substantially in the form of this Lock-Up Agreement.

Notwithstanding anything herein to the contrary, the undersigned may establish a Rule 10b5-1 plan, provided, however, that such plan does not provide for the transfer of Lock-Up Securities during the Lock-Up Period, and provided further that no filing under Section 16(a) of the Exchange Act or any other public announcement shall be required or voluntarily made during the Lock-Up Period in connection with such establishment.

If any record or beneficial owner of any Lock-Up Securities of the Company is granted an early release from the restrictions described herein during the Lock-Up Period with respect to any securities of the Company having a fair market value in excess of US\$30 million in the aggregate (whether in one or multiple releases), then each Major Holder (as defined below) shall also be granted an early release from its obligations hereunder on a pro rata basis with all other record or beneficial holders of

Lock-Up Securities of the Company based on the maximum percentage of shares of such record or beneficial holder being released from such holder's Lock-Up Agreement (the "Pro rata Release"), provided, however, that such Pro rata Release shall not be applied in the event of any underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of the Company's Ordinary Shares or ADSs during the restricted period set forth above (the "Underwritten Sale"); provided, however, that the undersigned, to the extent the undersigned has a contractual right to demand or require the registration of the undersigned's Ordinary Shares or ADSs or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of its Ordinary Shares or ADSs, is offered the opportunity to participate on a basis consistent with such contractual rights in such Underwritten Sale. For purposes of this Lock-Up Agreement, each of the following persons is a "Major Holder": each record or beneficial owner, as of the date of the date of the Underwriting Agreement, of more than 1.5% of the outstanding shares of securities of the Company (for purposes of determining record or beneficial ownership of a stockholder, all shares of securities held by investment funds affiliated with such stockholder shall be aggregated).

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.



Very truly yours,

Huang River Investment Limited

(Exact Name)

39F, Tencent Building, Kejizhongyi Avenue  
Nanshan District, Shenzhen,  
518057, China

(Address)

/s/ Ma Huateng

Director

### Schedule 1

No.	Name
1.	Bu Guangqi 卜广齐
2.	Chen Yong 陈勇
3.	Lin Min 林敏
4.	Sun Jun 孙军
5.	Zou Zhijun 邹志俊

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JD.com, Inc.

Lock-Up Agreement

May 12, 2014

Merrill Lynch, Pierce, Fenner & Smith Incorporated

UBS Securities LLC

As Representatives of the several Underwriters  
to be named in Schedule I to the Underwriting Agreement,

Re: JD.com, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an underwriting agreement (the "Underwriting Agreement") on behalf of the several underwriters to be named in Schedule I to such agreement (collectively, the "Underwriters") with JD.com, Inc., a company incorporated in the Cayman Islands (the "Company"), and certain other parties to be named in such agreement, providing for a public offering (the "Public Offering") of American Depositary Shares (the "ADSs") representing Class A ordinary shares of the Company, par value US\$0.00002 per share (the "Ordinary Shares"), pursuant to a Registration Statement on Form F-1 and a Registration Statement on Form F-6 to be filed with the U.S. Securities and Exchange Commission (the "SEC").

In consideration of the Underwriters' efforts in connection with the Public Offering, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period specified in the following paragraph (the "Lock-Up Period"), the undersigned will not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, purchase any option or contract to sell, make any short sale, file a registration statement with respect to, or otherwise dispose of any ADSs or Ordinary Shares or any securities and capital stock of the Company (collectively, the "Lock-Up Securities"), or any options or warrants to purchase any Lock-Up Securities, or any securities convertible into, exchangeable for or that represent the right to receive the Lock-Up Securities, whether now owned or hereinafter acquired, owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the SEC (collectively the "Undersigned's Shares"). The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if such Undersigned's Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation (i) any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any

significant part of its value from such Undersigned's Shares, and/or (ii) any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of the Lock-Up Securities, in cash or otherwise.

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue for 180 days after the public offering date set forth on the final prospectus used to sell the ADSs (the "Public Offering Date") pursuant to the Underwriting Agreement; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Company releases earnings results or announces material news or a material event or (2) prior to the expiration of the initial Lock-Up Period, the Company announces that it will, or the Representatives determine that the Company will, release earnings results during the 15-day period following the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be automatically extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless the Representatives waive, in writing, such extension. However, notwithstanding anything else in this Lock-Up Agreement, the Lock-Up Period will terminate and the undersigned will be released from its obligations hereunder on the earlier of (1) the date that the Company advises the Representatives, in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, (2) termination of the Underwriting Agreement before the closing of the Public Offering, or (3) August 31, 2014, if the Public Offering Date has not occurred by that date.

The undersigned hereby acknowledges that the Company will agree or has agreed in the Underwriting Agreement to provide written notice of any event that would result in an extension of the Lock-Up Period pursuant to the previous paragraph to the undersigned (in accordance with the Underwriting Agreement), and the undersigned agrees that any such notice properly delivered will be deemed to have been given to, and received by, the undersigned. The undersigned hereby further agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this Lock-Up Agreement during the period from the date of this Lock-Up Agreement to and including the 34th day following the expiration of the initial Lock-Up Period, it will give notice thereof to the Company and will not consummate such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period (as such may have been extended pursuant to the previous paragraph) has expired.

If the undersigned is an officer or director of the Company, (1) the undersigned further agrees that the foregoing restrictions shall be equally applicable to any Undersigned's Shares acquired by the undersigned pursuant to the Company's directed share program, if any, (2) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of the Lock-Up Securities, the Representatives will notify the Company of the impending release or waiver, and (3) the Company will agree or has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, or through will or intestacy, provided that the donee(s) or distributee(s) thereof agree to be bound in writing by the restrictions set forth herein, (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value, (iii) in the Public Offering based on the mutual agreement by and among the Undersigned, the Company and the Underwriters, (iv) in connection with a sale of any of the Undersigned's Shares acquired in the Public Offering or in open market transactions on or after the Public Offering Date, provided, however, that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any other public announcement shall be required or voluntarily made during the Lock-Up Period in connection with such transfer, (v) if the undersigned is a partnership, limited liability company or corporation, to limited partners, shareholders or affiliates (within the meaning set forth in Rule 405 as promulgated by the SEC under the Securities Act of 1933, as amended) of the undersigned, provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such Undersigned's Shares subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such Undersigned's Shares except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value, and provided further that no filing under Section 16(a) of the Exchange Act, or any other public announcement shall be required or voluntarily made during the Lock-Up Period in connection with such transfer or (vi) with the prior written consent of the Representatives on behalf of the Underwriters. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar and the depository for the ADSs against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

Notwithstanding anything herein to the contrary, the undersigned shall be entitled to sell up to 4,927,204 of the Undersigned's Shares, to the persons named in Schedule 1 hereto (the "Tencent Exempted Persons") during the Lock-Up Period without the prior written consent of any person (including any consent of the Representatives or the Underwriters); provided, that each Tencent Exempted Person, shall not directly or indirectly, sell, transfer or otherwise dispose of, or permit any sale, transfer or other disposition of, through one or a series of transactions, any Lock-Up Securities without the prior written consent of the Representatives on behalf of the Underwriters, during the Lock-Up Period, and if requested by the Representatives on behalf of the Underwriters, shall sign a lock-up agreement substantially in the form of this Lock-Up Agreement.

Notwithstanding anything herein to the contrary, the undersigned may establish a Rule 10b5-1 plan, provided, however, that such plan does not provide for the transfer of Lock-Up Securities during the Lock-Up Period, and provided further that no filing under Section 16(a) of the Exchange Act or any other public announcement shall be required or voluntarily made during the Lock-Up Period in connection with such establishment.

If any record or beneficial owner of any Lock-Up Securities of the Company is granted an early release from the restrictions described herein during the Lock-Up Period with respect to any securities of the Company having a fair market value in excess of US\$30 million in the aggregate (whether in one or multiple releases), then each Major Holder (as defined below) shall also be granted an early release from its obligations hereunder on a pro rata basis with all other record or beneficial holders of

Lock-Up Securities of the Company based on the maximum percentage of shares of such record or beneficial holder being released from such holder's Lock-Up Agreement (the "Pro rata Release"), provided, however, that such Pro rata Release shall not be applied in the event of any underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of the Company's Ordinary Shares or ADSs during the restricted period set forth above (the "Underwritten Sale"); provided, however, that the undersigned, to the extent the undersigned has a contractual right to demand or require the registration of the undersigned's Ordinary Shares or ADSs or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of its Ordinary Shares or ADSs, is offered the opportunity to participate on a basis consistent with such contractual rights in such Underwritten Sale. For purposes of this Lock-Up Agreement, each of the following persons is a "Major Holder": each record or beneficial owner, as of the date of the date of the Underwriting Agreement, of more than 1.5% of the outstanding shares of securities of the Company (for purposes of determining record or beneficial ownership of a stockholder, all shares of securities held by investment funds affiliated with such stockholder shall be aggregated).

The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours ,

Martin Lau

Exact Name

39F, Tencent Building,  
Kejizhongyi Avenue  
Nanshan District, Shenzhen,  
518057, China

Address

/s/ Martin Lau  
Authorized Signature

Director

Title

### Schedule 1

No.	Name
1.	Bu Guangqi 卜广齐
2.	Chen Yong 陈勇
3.	Lin Min 林敏
4.	Sun Jun 孙军
5.	Zou Zhijun 邹志俊

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## SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made as of March 18, 2014 among Bu Guangqi, Chen Yong, Lin Min, Sun Jun, Zou Zhijun (individually, a “**Buyer**” and collectively, “**Buyers**”), and Huang River Investment Limited, a company incorporated under the laws of the British Virgin Islands with limited liability (“**Seller**”).

ARTICLE 1  
DEFINITIONS

Section 1.01. *Definitions.* As used herein, the following terms have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. As used in this definition, “control” (including, its correlative meanings “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise).

“**Business Day**” means any day other than a Saturday or Sunday on which banks are ordinarily open for business in the People’s Republic of China (PRC) or in the Hong Kong Special Administrative Region of the PRC.

“**Company**” means JD.com, Inc., a company incorporated in the Cayman Islands with limited liability.

“**Encumbrance**” means any means any mortgage, lien, pledge, charge, security interest, title defect, preemptive or similar right or other encumbrance.

“**Onshore ETA**” means the Equity Transfer Agreement entered into between the Buyers and Shenzhen Xingguang Tongchuang Technology Limited (深圳市星光同创科技有限公司) on the same date of this Agreement.

“**Ordinary Shares**” means ordinary shares with a par value US\$0.00002 each in the share capital of the Company.

“**Restated Articles**” means the second amended and restated articles of association of the Company adopted on March 10, 2014, as amended and in effect from time to time.

“**Subsidiary**” means, with respect to any person, any other person, whether or not existing on the date hereof, in which the specified person directly or indirectly through subsidiaries or otherwise, beneficially owns at least fifty percent (50%) of either the equity interest or voting power of or in such other person or otherwise controls such other person, whether through contract or otherwise.

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“**Thirteenth Amended and Restated Shareholders Agreement**” means the thirteenth amended and restated shareholders agreement dated March 10, 2014 by and among the shareholders of the Company (and to which the Seller is a party).

ARTICLE 2  
PURCHASE AND SALE

Section 2.01. *Purchase and Sale.* Upon the terms and subject to the conditions of this Agreement, Seller irrevocably agrees to sell to each Buyer, and each Buyer irrevocably agrees to purchase from Seller, at the Closing (as defined below), such number of Ordinary Shares set forth opposite such Buyer’s name in the column titled “Number of Shares” on Exhibit A attached hereto (such Buyer’s “**Share Allocation**”, and collectively “**Target Shares**”) for the purchase price set forth opposite such Buyer’s name in the column titled “Purchase Price” on Exhibit A attached hereto (such Buyer’s “**Purchase Price Allocation**”). The aggregate purchase price for the Target Shares (the “**Purchase Price**”) shall be US\$5,167,629 in cash. The Purchase Price shall be paid as provided in Section 2.03. The Share Allocation shall be registered in the name of the relevant Buyer, or such Buyer’s designee according to the instruction of the Buyer, provided that under the aforesaid circumstance, the Buyer shall inform the Seller the name of his designee no later than five (5) Business Days before Closing.

Section 2.02. *Closing.* The closing (the “**Closing**”) of the purchase and sale of the Target Shares hereunder shall take place remotely via the electronic exchange of the closing documents and signatures, as soon as reasonably practicable, but in no event later than five Business Days, after satisfaction or, to the extent permissible, waiver by the party or parties entitled to the benefit of the conditions set forth in Article 5. All transactions occurring at the Closing shall be deemed to occur simultaneously, and shall be effective as of the Closing and upon occurrence of all transactions contemplated by this Article II. For the avoidance of doubt, the consummation of the transactions described in this Article II shall occur together, and the Closing shall be deemed not to have occurred if any party fails to deliver any agreement or other instrument or document required under Article II.

Section 2.03. *Closing Deliverables.* At the Closing date:

- (a) Each Buyer shall deliver to Seller such Buyer’s Purchase Price Allocation in immediately available funds in U.S. dollars by wire transfer to an account designated by Seller (which bank account information shall be provided to the Buyers within five (5) Business Days after the signing of this Agreement).
- (b) Seller shall deliver to each Buyer (i) an instrument of transfer substantially in the form attached hereto as Exhibit B with respect to such Buyer’s Share Allocation; and (ii) a true copy of the Company’s updated register of members of the Company certified by the registered agent of the Company, reflecting the registration of each Buyer or his designee, as the case may be, as the holder of such Buyer’s Share Allocation.

Promptly following Closing, the Seller shall deliver or cause to be delivered the original share certificate issued to each Buyer or his designee, as the case may be, representing such Buyer's Share Allocation.

ARTICLE 3  
COVENANTS

Section 3.01. *Confidentiality.* Buyers and their Affiliates will hold, and will use their best efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning the Company or any Subsidiary or Seller or any of its Affiliates furnished to Buyers or their Affiliates in connection with the transactions contemplated by this Agreement. Buyers shall be jointly and severally responsible for any failure to treat such information confidentially by such Persons. If this Agreement is terminated, each Buyers and its Affiliates will, and will use their best efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to, destroy or deliver to Seller, upon request, all documents and other materials, and all copies thereof, obtained by such Buyer or its Affiliates or on their behalf from Seller or the Company or any Subsidiary in connection with this Agreement that are subject to such confidence.

Section 3.02. *Reasonable Best Efforts; Further Assurances.* Subject to the terms and conditions of this Agreement, Buyers and Seller will use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law to consummate the transactions contemplated by this Agreement.

Section 3.03. *Transfer Restrictions.* Prior to the date that is six months following the closing of the Company's initial public offering in the U.S., Buyers shall not, and shall cause their respective Affiliates not to, without the prior written consent of the Company, directly or indirectly, sell, transfer or otherwise dispose of, or permit any sale, transfer or other disposition of, through one or a series of transactions, any securities of the Company. In connection with the initial public offering of the Company, each Buyer agrees not to sell or otherwise transfer or dispose of any securities of the Company (other than those permitted to be included in the registration covering such initial public offering and other transfers to affiliates permitted by law) without the prior written consent of the Company or the underwriters managing the initial public offering, as the case may be, for a period of time specified by the representatives of such underwriters that is customary for this type of offerings from the effective date of the registration statement covering such initial public offering or the pricing date of such offering as may be requested by such underwriters, and if requested by the representatives of such underwriters, shall sign a customary lock-up agreement that is requested to be signed by other shareholders of the Company.

ARTICLE 4  
REPRESENTATIONS AND WARRANTIES

Section 4.01. *Seller's Representations and Warranties.* The Seller hereby represents and warrants to the Buyers that the representations and warranties set forth in this Section 4.01 (the "**Seller's Representations and Warranties**") are true and correct as of the signing date and will be true and correct as of Closing:

- (i) The Seller is duly incorporated or organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under the laws of the jurisdiction of its incorporation or organization.
- (ii) The Seller has all requisite power, authority and capacity to enter into this Agreement, and to perform its obligations hereunder and thereunder. This Agreement, when executed and delivered by the Seller, will constitute valid and legally binding obligations of it, enforceable against it in accordance with its terms.
- (iii) To the extent the Target Shares have been issued to the Seller by the Company free and clear of any Encumbrance on March 10, 2014, there is no Encumbrance on, over or affecting the Target Shares and there is no agreement or commitment to give or create any Encumbrance (other than, in each case, any rights of first refusal or co-sale rights or similar restrictions under the Thirteenth Amended and Restated Shareholders Agreement or the Restated Articles applicable to the Target Shares, or any Encumbrances created under this Agreement).

Section 4.02. *Buyer's Representations and Warranties.* Each Buyer, severally and not jointly, hereby represents and warrants to the Seller that the representations and warranties set forth in this Section 4.02 (the "**Buyer's Representations and Warranties**") are true and correct as of the signing date and will be true and correct as of Closing:

- (i) Such Buyer has all requisite power, authority and capacity to enter into this Agreement, and to perform its obligations hereunder and thereunder. This Agreement, when executed and delivered by such Buyer, will constitute valid and legally binding obligations of him, enforceable against him in accordance with its terms.
- (ii) Such Buyer has, or will have prior to the Closing, sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of such Buyer's portion of the Purchase Price and any other amounts to be paid by it hereunder.
- (iii) The Target Shares are being acquired for such Buyer's own account, not as nominee or agent, and not with a view to, or intention of, or for sale in connection with, any distribution thereof in violation of applicable securities laws, and absent an effective registration under applicable securities laws, and subject to Section 3.03 of this Agreement, the Target Shares may only be offered, sold or otherwise transferred in compliance with all applicable laws.

- (iv) Such Buyer is a sophisticated purchaser with knowledge and experience in financial and business matters such that such Buyer is capable of evaluating the merits and risks of the investment in the Target Shares, and is able to bear the economic risks of an investment in the Target Shares. Such Buyer is acquiring the Target Shares outside the United States in compliance with Regulation S under the U.S. Securities Act of 1933, as amended.

Section 4.03. *Indemnification.* Effective at and after Closing, the Seller shall indemnify, defend and hold harmless each Buyer from and against any and all losses, loss of profits, damages, liabilities and claims resulting from or arising out of any breach by Seller of (i) any of the Seller's Representations and Warranties or other representations, covenants or agreements in this Agreement, and/or (ii) any provisions of this Agreement and/or its related agreements. Effective at and after Closing, the Buyers shall, severally and not jointly, indemnify, defend and hold harmless the Seller from and against any and all losses, loss of profits, damages, liabilities and claims resulting from or arising out of any breach by such Buyer of (i) any of the Buyer's Representations and Warranties or other representations, covenants or agreements in this Agreement and/or (ii) any provisions of this Agreement and/or its related agreements.

ARTICLE 5  
CONDITIONS TO CLOSING

Section 5.01. *Conditions to Obligation of Seller.* The obligation of Seller to consummate the Closing is subject to the satisfaction, or waiver of the following further conditions:

- (a) No provision of any Applicable Law shall prohibit the consummation of the Closing.
- (b) The closing of the transactions contemplated under the Share Subscription Agreement, dated March 10, 2014, by and among Tencent Holdings Limited, Seller and the Company shall have been consummated.
- (c) All necessary filings and registrations with governmental authorities in the People's Republic of China in connection with the transaction as contemplated under the Onshore ETA(including the registration at the competent Administration for Industries and Commerce registrations) shall have been completed.
- (d) The Buyer's Representations and Warranties shall be true and correct and complete as of the signing date and as of Closing.
- (e) All obligations and conditions herein required to be performed or observed by the Buyers on or prior to Closing shall have been performed or complied with in all material respects.

Section 5.02. *Conditions to Obligation of Buyers.* The obligation of Buyers to consummate the Closing is subject to the satisfaction, or waiver of the following further conditions:

- (a) All obligations and conditions herein required to be performed or observed by the Seller on or prior to Closing shall have been performed or complied with in all material respects.
- (b) The Seller's Representations and Warranties shall be true and correct and complete as of the signing date and as of Closing.

ARTICLE 6  
MISCELLANEOUS

Section 6.01. *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 6.02. *Termination.* This Agreement may be terminated at any time prior to the Closing:

- (i) by mutual written consent of the Seller and the Buyers; or
- (ii) by the Buyers or the Seller if the Closing has not occurred on or prior to April 15, 2014 *provided* that a party in material breach of this Agreement shall not be entitled to terminate this Agreement on such date.

If this Agreement is terminated pursuant to Section 6.02, this Agreement shall become null and void and of no further force and effect, except that the parties shall continue to be bound by the provisions of Section 3.01 (*Confidentiality*), Section 6.03 (*Expenses*), Section 6.04 (*Governing Law*), Section 6.05 (*Dispute Resolution*), Section 6.06 (*Notice*) and this Section 6.02. Nothing in this Section 6.02 shall be deemed to release any party from any liability for any breach of this Agreement prior to the effective date of such termination.

Section 6.03. *Expenses.* All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 6.04. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its principles of conflict of laws.

Section 6.05. *Dispute Resolution.* Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination thereof, shall be settled by arbitration. The arbitration shall be conducted with its seat in Hong Kong administered by the Hong Kong International Arbitration Centre in accordance with UNCITRAL Arbitration Rules in effect (the "**UNCITRAL Rules**"). The arbitration tribunal shall consist of three (3) arbitrators to be appointed according to the UNCITRAL Rules. The arbitration shall be conducted in the English language. The decision of the arbitrators (by rule of majority) shall be final and binding on the parties.

Section 6.06. *Notice.* All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed:

(a) if to the Buyers, to the name and address set forth beside each Buyer on Exhibit A;

(b) if to the Seller:

Level 29, Three Pacific Place  
1 Queen's Road East  
Wanchai, Hong Kong  
Attention: Assistant General Counsel  
Telephone: +852 3148 5100 Ext: 68805  
Facsimile: +852 2520 1148  
E-mail: richard.pu@tencent.com.hk

with a copy to:

Tencent Building  
Kejizhongyi Avenue, Hi-tech Park\  
Nanshan District, Shenzhen  
518057, People's Republic of China  
Attention: General Counsel  
E-mail: brentirvin@tencent.com  
Telephone: +86 755 8601 3388 (Ext: 82238)  
Fax No.: +86 755 8601 3090 (Ext: 82238)

Attention: General Manager, M&A  
Telephone: +86 755 8601 3388 (Ext: 88978)  
Fax No.: +86 755 8601 3078  
E-mail: richardpeng@tencent.com

Any notice may be delivered by hand or courier or sent by fax or electronic mail with confirmation receipt, or by pre-paid post. Without prejudice to the foregoing, any notice shall conclusively be deemed to have been received on the next business day in the place to which it is sent, if sent by fax, or upon the signing of receipt acknowledgement by the relevant recipient, if sent by post, or at the time of delivery, if delivered by hand, or at the time of receipt if given by electronic mail.

Section 6.07. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of which together shall constitute one instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Bu Guangqi

By: /s/ Bu Guangqi

Name:

Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Chen Yong

By: /s/ Chen Yong  
Name:  
Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lin Min

By: /s/ Min Lin  
Name:  
Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Sun Jun

By: /s/ Sun Jun

Name:

Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Zou Zhijun

By: /s/ Zou Zhijun

Name: \_\_\_\_\_

Title:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HUANG RIVER INVESTMENT LIMITED

By: /s/ Zhang Zhidong  
Name: Zhang Zhidong  
Title: Director

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Name of Buyer	Address, Fax and E-mail	Number of Shares	Purchase Price (US\$)
Bu Guangqi 卜广齐		3,449,041	3,617,340
Chen Yong 陈勇		198,026	207,699
Lin Min 林敏		836,920	877,503
Sun Jun 孙军		198,026	207,699
Zou Zhijun 邹志俊		245,191	257,388

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**Exhibit B**

**Form of Share Transfer**

**INSTRUMENT OF TRANSFER**

We, **Huang River Investment Limited**  
.....  
of Company No. [ ]  
.....  
of (full address) [ ]  
.....  
In consideration of the sum of USD [ ]  
.....  
paid to me by [Founder Name]  
.....  
of Company No. [If applicable]  
.....  
of (full address) [If applicable]  
.....

do hereby transfer to the said Transferee the shares more particularly described in the Schedule hereto (hereinafter called “**the Shares**”) standing in our name in the Register of Members of the Company named in the Schedule to hold unto the said Transferee, their Executors, Administrators or Assigns subject to the several conditions upon which we hold the same at the time of execution hereof, and the said Transferee do hereby agree to take the Shares subject to the same conditions.

**SCHEDULE**

NAME OF COMPANY : JD.com, Inc.  
NUMBER OF SHARE(S) : [ ] Ordinary Shares  
OLD SHARE CERTIFICATE No. : [ ]

Dated this \_\_\_\_\_ day of March 2014

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Witness to the signature of Transferor )  
)

Signature: )  
Name: )  
Address: ) \_\_\_\_\_  
) Signature  
) Name:  
)

Witness to the signature of Transferee ) For and on behalf of Transferee  
)

Signature: )  
Name: )  
Address: ) \_\_\_\_\_  
) Signature  
) Name:  
)

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## SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (the “**Supplemental Agreement**”) is made and entered into on April 10, 2014 by and among Huang River Investment Limited, a company incorporated under the laws of the British Virgin Islands with limited liability (“**HRIL**”) and Bu Guangqi (the “**Founder**”). Each party to this Supplemental Agreement shall be referred to as a “Party” and shall collectively be referred to as “Parties”. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Share Purchase Agreement dated as of March 18, 2014 (the “**Agreement**”) by and among Chen Yong, Lin Min, Sun Jun, Zou Zhijun and the Parties hereto.

**RECITALS**

WHEREAS, the Founder and the Company are parties to the Agreement;

WHEREAS, Section 2.01 of the Agreement provides that, with respect to the founder, HRIL shall sell to the Founder and the Founder shall purchase from HRIL the Founder’s Share Allocation of 3,449,041 Ordinary Shares (as set out in Exhibit A to the Agreement);

WHEREAS, Section 2.01 of the Agreement provides that as consideration for the purchase of the Founder’s Share Allocation of 3,449,041 Ordinary Shares, Founder shall pay the Founder’s Purchase Price Allocation of US\$ 3,617,340 to HRIL (as set out in Exhibit A to the Agreement);

WHEREAS, Section 2.03 of the Agreement provides that at the Closing date, the Founder shall deliver to HRIL the Founder’s Purchase Price Allocation of US\$ 3,617,340 in immediately available funds in U.S. dollars by wire transfer to HRIL’s designated account;

WHEREAS, the payment of the Founder’s Purchase Price Allocation is solely for the benefit of HRIL and HRIL has agreed to reduce the Founder’s Purchase Price Allocation as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Founder’s Purchase Price Allocation. Notwithstanding Section 2.01, Section 2.03 and Exhibit A of the Agreement, HRIL hereby agrees pursuant to Section 6.01 of the Agreement, to reduce the aggregate amount of the Founder’s Purchase Price Allocation payable under the Agreement from US\$ 3,617,340 to US\$ 2,395,899 (“**New Founder Purchase Price**”) and accept the New Founder Purchase Price as full consideration payable by the Founder under the Agreement for transfer of the Founder’s Share Allocation. For the avoidance of doubt, the Founder’s Share Allocation shall remain as specified in Exhibit A to the Agreement, whereas the purchase price payable for such Share Allocation by the Founder to HRIL under the Agreement at Closing pursuant to Section 2.03(a) shall be the New Founder Purchase Price, and the purchase price set forth opposite the Founder’s name in Exhibit A to the Agreement shall not apply to the Founder and be deemed replaced by the New Founder Purchase Price;

Section 2. Miscellaneous.

(a) This Supplemental Agreement shall be effective as of the date first written above.

(b) Except as waived or otherwise modified in this Supplemental Agreement, all terms, conditions and provisions of the Agreement shall remain unchanged and continue in full force and effect.

(c) This Supplemental Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong, without regard to its principles of conflict of laws. The provisions of Section 6.05 of the Agreement shall apply to this Supplemental Agreement *mutatis mutandis*.

(d) This Supplemental Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Supplemental Agreement by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Supplemental Agreement to be duly executed and delivered as of the date first above written.

**HRIL:**

HUANG RIVER INVESTMENT LIMITED

By: /s/ Ma Huateng  
Name: Ma Huateng  
Title: Director

**FOUNDER**

BU GUANGQI

By: /s/ Bu Guangqi  
Name: Bu Guangqi  
Title: Founder

Supplemental Agreement

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