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Tencent 腾讯
TENCENT HOLDINGS LIMITED
騰訊控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 700)

DISCLOSEABLE TRANSACTION RELATING TO
(1) SUBSCRIPTION FOR SHARES IN JD.COM, INC. AND
(2) DISPOSAL OF ASSETS AND
EQUITY INTERESTS IN E-COMMERCE BUSINESS

The Board wishes to announce that on 10 March 2014, the Company and JD, by themselves or through one or more of their respective subsidiaries or affiliates, entered into the following Transactions:

Share Subscription Agreement

Pursuant to the terms and conditions of the Share Subscription Agreement, JD agreed to allot and issue to the Buyer, a wholly-owned subsidiary of the Company, and the Company agreed to purchase through the Buyer from JD, 351,678,637 JD Ordinary Shares, representing 15% of the outstanding JD Ordinary Shares on a Pre-IPO Basis immediately after the completion of the Pre-IPO Subscription.

In exchange for the Pre-IPO Subscription, the Company agreed to, among other things:

- (a) pay, or cause one of its subsidiaries to pay, US\$214,661,998 to JD at the SSA Closing;

- (b) cause one or more of its subsidiaries or affiliates to sell or transfer, to JD and/or its subsidiaries and affiliates (i) 100% of the registered capital of the Transferred Companies; (ii) the Transferred Assets; (iii) the Transferred Business; and (iv) the Assumed Liabilities and cause such subsidiaries or affiliates of the Company (other than the Transferred Companies and Shanghai Ictson) to assume and/or to retain the Retained Liabilities under the Transaction Documents as described therein;
- (c) enter into the Strategic Cooperation Agreement, which sets out the overall framework for strategic cooperation between the Company and JD in e-Commerce Business; and
- (d) enter into, or cause its subsidiaries or affiliates to enter into, all other documents or agreements to effect the foregoing, including agreements for cooperation and provision of support to each other during the transitional period in connection with the Disposal.

IPO Share Subscription Agreement

On the same day of entering into the Share Subscription Agreement, the Company, JD and the Buyer also entered into the IPO Share Subscription Agreement, under which the Company agreed to subscribe concurrently at the time of the IPO, through the Buyer, for such number of JD Ordinary Shares representing 5% of the outstanding JD Ordinary Shares on a Post-IPO Basis immediately after the consummation of the IPO and after taking into account any exercise of the green-shoe or over-allotment option in connection with the IPO.

The Call Option Agreement

In addition, the Company and JD entered into the Call Option Agreement, under which the Company granted the Call Option for JD to acquire the Retained Shanghai Ictson Interests subject to compliance with all applicable laws.

Information Relating to JD

JD is a company incorporated in the Cayman Islands with limited liability. Being the largest online direct sales company in the PRC, JD offers products and services through the www.jd.com website and mobile applications. JD is currently contemplating an IPO and has filed an F-1 registration statement with the U.S. Securities and Exchange Commission.

Implications under the Listing Rules

As certain applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Transactions is above 5% but less than 25% and none of the applicable percentage ratios is above 25%, the Transactions constitute a discloseable transaction of the Company under Chapter 14 of the Listing Rules and are subject to the notification and announcement requirements under the Listing Rules. The Company will comply with the applicable requirements under the Listing Rules in connection with the exercise of the Call Option by JD and will make further announcement on the exercise, transfer (if any) or expiry of the Call Option in accordance with Rules 14.74 and 14.77 of the Listing Rules, if necessary.

On 10 March 2014, the Company and JD, by themselves or through one or more of their respective subsidiaries or affiliates, entered into the Share Subscription Agreement, the Strategic Cooperation Agreement, the JD Amended and Restated Shareholders Agreement, the IPO Share Subscription Agreement, the Call Option Agreement, Shanghai Ison Shareholders Agreement and the other Transaction Documents.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiry, JD and its ultimate beneficial shareholders are third parties independent of and not connected with the Company and its connected persons.

Major terms of the Transaction Documents are summarized below.

THE SHARE SUBSCRIPTION AGREEMENT

Date	:	10 March 2014
Parties	:	the Company JD the Buyer
Pre-IPO Subscription	:	JD has agreed to allot and issue to the Buyer, and the Company has agreed to purchase through the Buyer from JD, 351,678,637 JD Ordinary Shares, representing 15% of the outstanding JD Ordinary Shares on a Pre-IPO Basis immediately after the completion of the Pre-IPO Subscription

Consideration : The consideration for the Pre-IPO Subscription consists of:

- (a) US\$214,661,998 payable by the Company or one of its subsidiaries at the SSA Closing;
- (b) causing one or more of the Company's subsidiaries or affiliates to sell or transfer, to JD and/or its subsidiaries and affiliates (i) 100% of the registered capital of the Transferred Companies; (ii) the Transferred Assets; (iii) the Transferred Business; and (iv) the Assumed Liabilities and cause such subsidiaries or affiliates of the Company (other than the Transferred Companies and Shanghai Ictson) to assume and/or to retain the Retained Liabilities under the Transaction Documents as described therein;
- (c) entering into the Strategic Cooperation Agreement, which sets out the overall framework for strategic cooperation between the Company and JD in e-Commerce Business; and
- (d) entering into, or causing the Company's subsidiaries or affiliates to enter into, all other documents or agreements to effect the foregoing, including agreements for cooperation and provision of support to each other during the transitional period in connection with the Disposal.

The consideration for the Pre-IPO Subscription was determined on arm's length negotiation between the Company and JD by reference to the financial performance of JD. The Directors are of the view that the aggregate consideration for the Pre-IPO Subscription is fair and reasonable.

- Payment Terms: : The cash consideration of US\$214,661,998 will be paid by the Company (or one of its subsidiaries incorporated outside the PRC) by delivery of a promissory note at the SSA Closing, to be followed by wire transfer of immediately available funds to JD before close of business on the same Business Day as the SSA Closing.
- Other Agreements or Documents : On the same day of entering into the Share Subscription Agreement, the Company, JD and their respective subsidiaries or affiliates also entered into the Strategic Cooperation Agreement, the JD Amended and Restated Shareholders Agreement and other agreements or documents to effect the transactions as described in paragraphs (b) to (d) above.
- Completion : The SSA Closing took place immediately after the Transaction Documents were executed on 10 March 2014.
- Other Provisions : The agreement also contains other provisions on indemnity, representations, warranties and undertakings which are usual and customary for a transaction of this nature and scale.

Immediately following the completion of the Pre-IPO Subscription, the Company will indirectly hold approximately 15% of the outstanding JD Ordinary Shares on a Pre-IPO Basis. Each of Tencent Digital, Tencent E-Commerce, YXL and Tencent Guangzhou will cease to be a subsidiary of the Company following the completion of the Disposal.

THE STRATEGIC COOPERATION AGREEMENT

- Date : 10 March 2014
- Parties : the Company
JD
- Duration : From 1 April 2014 to 31 March 2019

- Strategic Cooperation : The agreement sets out the understandings of the parties thereto relating to the strategic cooperation between the Company and JD in connection with (a) the overall business collaboration in e-Commerce Business; (b) cooperation on certain mobile applications and other platforms of the Company; (c) cooperation on payment solutions of the Company and JD; (d) JD being regarded as the Company's preferred partner in certain business areas; and (e) non-compete covenants under which the Company undertakes not to engage in certain e-Commerce Business areas. Particularly, the Company will support JD's growth in the physical goods e-Commerce Business by offering level 1 access points at Weixin, Mobile QQ and support from other key platforms to JD. The Company and JD will cooperate on online payment services to improve users' online shopping experience.
- Consideration : Entry into the agreement forms part of the consideration for the Pre-IPO Subscription, which was determined on arm's length negotiation between the Company and JD by reference to the financial performance of JD. The Directors are of the view that the consideration is fair and reasonable.

JD AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

- Date : 10 March 2014
- Parties : the Buyer
JD
other shareholders of JD

Shareholder's Rights and Obligations : The agreement sets out the rights and obligations of the parties thereto in relation to the management and operations of JD following the completion of the Pre-IPO Subscription. In particular, it contains the following key provisions in relation to the Buyer's rights and obligations as a shareholder of JD:

Board representation

From and after the completion of the Pre-IPO Subscription and prior to the consummation of the IPO, the Buyer will have the right to appoint one (1) director to the board of directors of JD provided it holds at least 80% of the JD Ordinary Shares acquired pursuant to the Share Subscription Agreement subject to certain conditions as set forth in the agreement.

From and after the consummation of the IPO until the date that is the earlier of (a) three (3) years following the date of the agreement, and (b) the date on which the Buyer holds less than 75% of the Subscription Shares, the Buyer will have the right to nominate one (1) director to the board of directors of JD.

Restrictions on disposal of the Subscription Shares

The Buyer will be subject to the following restrictions in relation to the disposal of the Subscription Shares:

- (a) a lock-up period of three (3) years from the date of the agreement, during which time the Buyer shall not transfer, or permit any of its controlled affiliates to transfer, the Subscription Shares without prior written consent of the founder of JD (except for the transfer to permitted affiliates of the Buyer);

- (b) no transfer of the Subscription Shares to certain restricted persons (as mutually agreed between the Company, JD and its founder), except with prior written consent of JD and its founder; and
- (c) the customary shareholders' right of first refusal and tag-along right in relation to any disposal of equity interests in JD, including the Subscription Shares.

The transfer restrictions described in paragraphs (a) and (b) above shall survive the consummation of the IPO and the right of first refusal and the tag-along right as described in paragraph (c) above shall terminate upon the consummation of the IPO.

Others

Prior to the IPO, JD shall not take certain actions, such as amendment of articles of association and adoption of employee incentive plan, without the Buyer's prior written consent subject to certain conditions as provided in the agreement. The Buyer also has inspection and information rights similar to the other shareholders of JD.

Consideration : Entry into the agreement forms part of the consideration for the Pre-IPO Subscription, which was determined on arm's length negotiation between the Company and JD by reference to the financial performance of JD. The Directors are of the view that the consideration is fair and reasonable.

THE IPO SHARE SUBSCRIPTION AGREEMENT

- Date : 10 March 2014
- Parties : the Company
JD
the Buyer
- IPO Subscription : The Company has agreed to subscribe concurrently at the time of the IPO, through the Buyer, for such number of JD Ordinary Shares representing 5% of the outstanding JD Ordinary Shares on a Post-IPO Basis immediately after the consummation of the IPO and after taking into account any exercise of the green-shoe or over-allotment option in connection with the IPO.
- Long-Stop Date : If the IPO is not consummated by 30 June 2015, the Buyer's obligation for the IPO Subscription may lapse.
- Consideration : The Company will pay to JD an amount equal to (i) the offer price of the JD Ordinary Shares at the IPO multiplied by (ii) the aggregate number of JD Ordinary Shares subscribed for.
- The consideration for the IPO Subscription was determined on arm's length negotiation between the Company and JD by reference to the per share offer price of JD Ordinary Shares pursuant to the IPO. The Directors are of the view that the aggregate consideration for the IPO Subscription is fair and reasonable.
- Completion : Completion of IPO Subscription will take place concurrently with the consummation of the IPO upon fulfillment of certain conditions precedent as set forth under the agreement.

Other Provisions : The agreement also contains other provisions on indemnity, representations, warranties and undertakings which are usual and customary for a transaction of this nature and scale.

THE CALL OPTION AGREEMENT

Date : 10 March 2014

Parties : the Company
JD

Call Option : The Company has granted the Call Option to JD, which gives JD the right, but not the obligation, to require the Company to cause the transfer of the Retained Shanghai Icsen Interests subject to compliance with all applicable laws.

Consideration : The purchase price for the Retained Shanghai Icsen Interests will be the higher of (i) RMB800,000,000 and (ii) the fair market value of the Retained Shanghai Icsen Interests to be agreed upon between the Company and JD following the delivery by JD of a written notice for exercise of the Call Option. If the parties cannot agree upon the fair market value within ten (10) business days (as defined in the agreement) following the delivery of the aforementioned written notice, the determination of such fair market value shall be made by one or more appraiser(s) of internationally recognized standing in accordance with the agreement.

The consideration for the grant of the Call Option was determined on arm's length negotiation between the Company and JD by reference to the financial performance of Shanghai Icsen. The Directors are of the view that the consideration is fair and reasonable.

Conditions for Exercise : No pre-requisite or incidental condition to exercise of the Call Option, except for (i) delivery of the Option Notice by JD to the Company; and (ii) the exercise of the Call Option complying with all applicable laws.

Expiration : The Call Option is exercisable from the completion of the Disposal to 10 March 2017 unless the agreement is terminated earlier in accordance with the terms therein.

If the Call Option is exercised by JD, the Company will transfer the Retained Shanghai Icson Interests to JD and Shanghai Icson will cease to be a subsidiary of the Company. The Company will comply with the applicable requirements under the Listing Rules in connection with the exercise of the Call Option by JD and will make further announcement on the exercise, transfer (if any) or expiry of the Call Option in accordance with Rules 14.74 and 14.77 of the Listing Rules, if necessary.

On the same date as the Call Option Agreement, Shanghai Icson, Tencent E-Commerce, the shareholders of Shanghai Icson and certain other subsidiaries or affiliates of the Company or JD entered into the Shanghai Icson Shareholders Agreement, which sets forth the rights and obligations of the parties thereto in relation to certain matters of Shanghai Icson. The Shanghai Icson Shareholders Agreement provides that none of the shareholders of Shanghai Icson shall transfer any equity interest in Shanghai Icson without the prior written consent of all of the shareholders of Shanghai Icson and Tencent E-Commerce. The Shanghai Icson Shareholders Agreement also contains a customary right of first refusal and tag-along right on the transfer of equity interests in Shanghai Icson.

OTHER TRANSACTION DOCUMENTS

To effect Transactions, the Company, JD and their respective subsidiaries or affiliates entered into certain other Transaction Documents, including a series of onshore equity transfer agreements and asset transfer agreements, which contain customary terms, conditions, representation, warranties and indemnities which are usual and customary for transactions of similar nature and scale.

INFORMATION RELATING TO JD

JD is a company incorporated in the Cayman Islands with limited liability. Being the largest online direct sales company in the PRC, JD offers products and services through the www.jd.com website and mobile applications. JD is contemplating an IPO and has filed an F-1 registration statement with the U.S. Securities and Exchange Commission. Further information relating to JD's principal business activities and operational and financial status has been disclosed in JD's filed F-1 registration statement available at <http://www.sec.gov/Archives/edgar/data/1549802/000104746914000443/a2218025zf-1.htm>.

The following financial information is extracted from JD's unaudited financial statements (prepared in accordance with U.S. GAAP) for the nine months ended 30 September 2013 and audited financial statements (prepared in accordance with U.S. GAAP) for the financial years ended 31 December 2012 and 2011, respectively:

	Nine months ended		
	30 September	Year ended 31 December	
	2013	2012	2011
	<i>RMB (million)</i>	<i>RMB (million)</i>	<i>RMB (million)</i>
	<i>(Unaudited)</i>	<i>(Audited)</i>	<i>(Audited)</i>
Net profit/(loss) before taxation	63	(1,723)	(1,284)
Net profit/(loss) after taxation	60	(1,729)	(1,284)

Based on JD's unaudited interim condensed consolidated financial statements (prepared in accordance with U.S. GAAP) for the nine months ended 30 September 2013, the net asset value of JD is RMB9,298 million.

INFORMATION RELATING TO THE DISPOSED COMPANIES, ASSETS AND BUSINESS

Disposal pursuant to the Share Subscription Agreement

Each of the Transferred Companies is formed under the laws of the PRC and will hold a part of the Transferred Assets and/or equity interests relating to the Transferred Business. Tencent Digital is a wholly-owned subsidiary of the Company. Tencent E-Commerce is a subsidiary of the Company. YXL is a wholly-owned subsidiary of Shanghai Ictson. Tencent Guangzhou is a wholly-owned subsidiary of the Company.

The Transferred Assets comprise certain assets of the Company and its subsidiaries relating to the Transferred Business, which consists of the Company's QQ Wanggou business-to-customer (B2C) and Pai Pai customer-to-customer (C2C) marketplace businesses. Such businesses are operated through the www.paipai.com website and the www.wanggou.com website, respectively. The Transferred Assets include certain employees, business contracts, intellectual properties, properties, licenses and permits in connection with the operation of such businesses.

The following is the unaudited combined financial information in relation to the Transferred Companies, Transferred Assets and Transferred Business for the nine months ended 30 September 2013 and the financial years ended 31 December 2012 and 2011, respectively:

	Nine months ended	Year ended 31 December	
	30 September	2012	2011
	2013	2012	2011
	<i>RMB (million)</i>	<i>RMB (million)</i>	<i>RMB (million)</i>
Combined net profit/(loss) before taxation	(71)	(20)	(162)
Combined net profit/(loss) after taxation	(71)	(20)	(162)

Based on the unaudited financial statements as at 30 September 2013, the total net asset value of the Transferred Companies, Transferred Assets and Transferred Business is RMB398 million.

Disposal pursuant to the Call Option Agreement

Shanghai Icton is a company formed under the laws of the PRC, and a subsidiary of the Company. Tencent E-Commerce holds 9.9% of the registered capital of Shanghai Icton immediately prior to the SSA Closing. Shanghai Icton is principally engaged in online direct sales business.

The following is the unaudited consolidated financial information in relation to Shanghai Icton for the nine months ended 30 September 2013 and the financial years ended 31 December 2012 and 2011, respectively:

	Nine months ended	Year ended 31 December	
	30 September	2012	2011
	2013	2012	2011
	<i>RMB (million)</i>	<i>RMB (million)</i>	<i>RMB (million)</i>
Consolidated net profit/(loss) before taxation	(437)	(315)	(172)
Consolidated net profit/(loss) after taxation	(437)	(315)	(172)

Based on the unaudited consolidated financial statements as at 30 September 2013, the total negative net asset value of Shanghai Icsen is RMB622 million.

FINANCIAL EFFECT OF THE DISPOSAL

Upon completion of the Disposal, it is estimated that the Group will recognize in its consolidated income statement an unaudited gain before tax of approximately RMB1,934 million, being the difference between the estimated consideration for the Disposal and the estimated net asset value of the transferred equity interests and assets at completion of the Disposal. The actual gain or loss as a result of the Disposal to be recorded by the Group is subject to audit and will be determined as at the date of completion of the Disposal.

USE OF PROCEEDS FROM THE DISPOSAL

As the Disposal forms part of the consideration for the Pre-IPO Subscription, no sale proceeds will be generated by the Company from the Disposal.

REASONS AND BENEFITS FOR THE TRANSACTIONS

Through strategic investment in JD, the Company partners up with JD to jointly provide best-in-class e-Commerce services to users and customers. With this strategic partnership, the Company combines its e-Commerce initiative with JD's to extend the Company's presence in the fast-growing physical goods e-Commerce market and to achieve economies of scale. This strategic partnership also equips the Company to better develop its payment solution, allowing the Company to further develop other e-Commerce enabling services such as public accounts and performance-based advertising network to create a more prosperous ecosystem for users and partners on the Company's platforms.

The Board (including the independent non-executive Directors) believes that the terms of the Share Subscription Agreement, the Strategic Cooperation Agreement, the JD Amended and Restated Shareholders Agreement, the IPO Share Subscription Agreement, the Call Option Agreement, the Shanghai Icsen Shareholders Agreement and the other Transaction Documents are on normal commercial terms and fair and reasonable, and the Transactions are in the interests of the shareholders of the Company as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As certain applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules in respect of the Transactions is above 5% but less than 25% and none of the applicable percentage ratios is above 25%, the Transactions constitute a

discloseable transaction of the Company under Chapter 14 of the Listing Rules and are subject to the notification and announcement requirements under the Listing Rules. The Company will comply with the applicable requirements under the Listing Rules in connection with the exercise of the Call Option by JD and will make further announcement on the exercise, transfer (if any) or expiry of the Call Option in accordance with Rules 14.74 and 14.77 of the Listing Rules, if necessary.

GENERAL

The Group is principally engaged in the provision of Internet value-added service, mobile and telecommunications value-added services, online advertising services and e-Commerce transactions services to users in the PRC.

DEFINITION

In this announcement, the following terms shall have the meanings set out below unless the context requires otherwise:

Term	Definition
“affiliate”	any Person that directly or indirectly controls, is controlled by or is under common control with JD or the Company, as the case may be. 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)
“Assumed Liabilities”	all indebtedness (as defined in the Share Subscription Agreement), obligations and other liabilities assumed by, or transferred to, JD and/or its subsidiaries and affiliates pursuant to the Share Subscription Agreement, the Strategic Cooperation Agreement, the JD Amended and Restated Shareholders Agreement and each other document or agreement entered into or delivered in connection with the transactions contemplated by the Share Subscription Agreement and such other documents or agreements
“Board”	the board of directors of the Company

“Business Day”	any day other than a Saturday or Sunday on which banks are ordinarily open for business in Hong Kong, PRC and Cayman Islands
“Buyer”	Huang River Investment Limited, a company incorporated in the British Virgin Islands with limited liability, and a wholly-owned subsidiary of the Company
“Call Option”	an option granted by the Company to JD under the Call Option Agreement, which gives JD the right, but not the obligation, to require the Company to cause the transfer of the Retained Shanghai Icion Interests subject to compliance with all applicable laws
“Call Option Agreement”	the call option agreement dated 10 March 2014 entered into between the Company and JD
“Company”	Tencent Holdings Limited, a limited liability company organized and existing under the laws of the Cayman Islands and the shares of which are listed on the Stock Exchange
“connected person”	has the meaning ascribed to it in the Listing Rules
“Director(s)”	the director(s) of the Company
“Disposal”	the sale or transfer of the Transferred Companies, Transferred Assets and Transferred Business and the grant of the Call Option by the Company and/or its subsidiaries or affiliates to JD and/or its subsidiaries and affiliates
“e-Commerce Business”	online direct sales and marketplace businesses for physical goods
“Group”	the Company and its subsidiaries
“IPO”	an initial public offering of American depository shares of JD on either the New York Stock Exchange or the NASDAQ Global Market or any other stock exchange approved by the Buyer

“IPO Share Subscription Agreement”	the stock subscription agreement dated 10 March 2014 entered into among the Company, the Buyer and JD in connection with the IPO Subscription
“IPO Subscription”	subscription by the Company, through the Buyer, for such number of JD Ordinary Shares representing 5% of the outstanding JD Ordinary Shares immediately after the consummation of the IPO on a Post-IPO Basis
“JD”	JD.com, Inc., a company incorporated in the Cayman Islands with limited liability
“JD Amended and Restated Shareholders Agreement”	the thirteenth amended and restated shareholders agreement of JD dated 10 March 2014, entered into among JD, the Buyer and other shareholders of JD
“JD Ordinary Share(s)”	ordinary share(s) with a par value of US\$0.00002 each in the share capital of JD
“Listing Rules”	The Rules Governing the Listing of Securities on the Stock Exchange
“Person”	any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, or unincorporated organization, or any governmental entity (as defined in the Share Subscription Agreement), officer, department, commission, board, bureau, or instrumentality thereof
“Post-IPO Basis”	all outstanding JD Ordinary Shares, all JD Ordinary Shares issuable in respect of all outstanding securities convertible into or exercisable or exchangeable for JD Ordinary Shares and all JD Ordinary Shares issuable in respect of all outstanding options, warrants and other rights to acquire JD Ordinary Shares or securities convertible into or exercisable or exchangeable for JD Ordinary Shares, calculated in accordance with the methodology described in the IPO Share Subscription Agreement
“PRC”	The People’s Republic of China

“Pre-IPO Basis”	all outstanding JD Ordinary Shares and all JD Ordinary Shares issuable in respect of securities convertible into or exchangeable for JD Ordinary Shares (including any preference shares), all share appreciation rights, options, warrants, share entitlements and other rights to purchase or subscribe for JD Ordinary Shares or securities convertible into or exchangeable for JD Ordinary Shares, calculated in accordance with the methodology described in the Share Subscription Agreement
“Pre-IPO Subscription”	subscription by the Company, through the Buyer, for 351,678,637 JD Ordinary Shares, representing 15 % of the outstanding JD Ordinary Shares on a Pre-IPO Basis
“Retained Liabilities”	retained liabilities under any Transaction Document
“Retained Shanghai Icson Interests”	all of the equity interests held by the Company and its subsidiaries or affiliates in Shanghai Icson immediately before the exercise of the Call Option by JD
“RMB”	Renminbi, the lawful currency of the PRC
“Shanghai Icson”	Shanghai Icson E-Commerce Development Company Limited (上海易迅電子商務發展有限公司), a company formed under the laws of the PRC, and a subsidiary of the Company, in which Tencent E-Commerce holds 9.9% registered capital immediately prior to the SSA Closing
“Shanghai Icson Shareholders Agreement”	the shareholders agreement dated 10 March 2014 entered into among Shanghai Icson, Tencent E-Commerce, the shareholders of Shanghai Icson and certain other subsidiaries or affiliates of the Company or JD
“Share Subscription Agreement”	the Share Subscription Agreement dated 10 March, 2014 entered into among the Company, the Buyer and JD
“SSA Closing”	closing of the transactions under the Share Subscription Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

“Strategic Cooperation Agreement”	the strategic cooperation agreement dated 10 March 2014 entered into among the Company and JD, and any side letter or supplemental agreement thereto
“Subscription Shares”	JD Ordinary Shares acquired pursuant to the Share Subscription Agreement and the IPO Share Subscription Agreement
“subsidiary”	has the meaning ascribed to it in the Listing Rules
“Tencent Digital”	Tencent E-Commerce Cyber (Shenzhen) Company Limited (騰訊電商數碼(深圳)有限公司), a company formed under the laws of the PRC, and a wholly-owned subsidiary of the Company
“Tencent E-Commerce”	Shenzhen Tencent E-Commerce IT Company Limited (深圳市騰訊電商信息技術有限公司), a company formed under the laws of the PRC, and a subsidiary of the Company
“Tencent Guangzhou”	Guangzhou Tencent IT Company Limited (廣州騰訊信息技術有限公司), a company formed under the laws of the PRC, and a wholly-owned subsidiary of the Company
“Transactions”	the Pre-IPO Subscription, the IPO Subscription and the Disposal
“Transaction Documents”	the Share Subscription Agreement, the Strategic Cooperation Agreement, the JD Amended and Restated Shareholders Agreement, the IPO Share Subscription Agreement, the Call Option Agreement, the Shanghai Icsen Shareholders Agreement, and the other documents or agreements entered into or delivered in connection with the Transactions by and among the Company and its subsidiaries and affiliates, on the one hand, and JD and its subsidiaries and affiliates, on the other hand
“Transferred Assets”	certain assets and properties of the Company and its subsidiaries relating to the Transferred Business, which will be transferred pursuant to the Share Subscription Agreement

“Transferred Business”	the Company’s QQ Wanggou business-to-customer (B2C) and Pai Pai customer-to-customer (C2C) marketplace businesses which are operated through the www.paipai.com website and the www.wanggou.com website, respectively
“Transferred Company(ies)”	Tencent Digital, Tencent E-Commerce, YXL and Tencent Guangzhou
“U.S.”	the United States of America
“US\$”	United States dollar, the lawful currency of U.S.
“U.S. GAAP”	Generally Accepted Accounting Principles of U.S.
“YXL”	Yixun Logistics Company Limited (易迅物流有限公司), a company formed under the laws of the PRC, and a wholly-owned subsidiary of Shanghai Icsen
“%”	per cent

By Order of the Board
Ma Huateng
Chairman

10 March 2014

As at the date of this announcement, the directors of the Company are:

Executive Directors:

Ma Huateng, Lau Chi Ping Martin and Zhang Zhidong;

Non-Executive Directors:

Jacobus Petrus Bekker and Charles St Leger Searle; and

Independent Non-Executive Directors:

Li Dong Sheng, Iain Ferguson Bruce and Ian Charles Stone.