

JINGDONG Industrials, Inc.
京东工业股份有限公司

AND

CHUNZHENG SONG （宋春正）

EXECUTIVE DIRECTOR SERVICE AGREEMENT

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THIS AGREEMENT is made on the 28th day of November 2025.

BETWEEN

- (1) **JINGDONG Industrials, Inc. (京东工业股份有限公司)**, a company incorporated in the Cayman Islands with limited liability, whose registered office is situated at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”); and
- (2) **Chunzheng Song (宋春正)**, an individual residing at Room 103, Building 3, Shijicheng Chenyueyuan, Shuguang Road, Haidian District, Beijing, People’s Republic of China (the “**Director**”).

(the “**Agreement**”)

WHEREAS

- (A) the Company has appointed the Director and the Director has agreed to serve the Company as the chief executive officer of the Company and an executive director of the Company (the “**Executive Director**”), by providing the Company with the services hereinafter described on the terms and conditions set out below.

IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 In this Agreement and the recital, save where the context otherwise requires, the following terms shall have the respective meanings set opposite them:

“Appointment”	the appointment of the Director as an executive director of the Company pursuant to Clause 2.1;
“Articles of Association”	the articles of association of the Company from time to time or, if the context requires, the articles of association of the relevant company in the Group from time to time;
“associate(s)”	shall have the meaning ascribed to it in the Listing Rules;
“Board”	the board of directors from time to time of the Company or, if the context requires, the majority of directors present and voting at any meeting of the board of directors duly convened and held;
“Business”	all the business and affairs carried out by the Group or any member of the Group from time to time;
“business day”	any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong;
“China” or “PRC”	the People’s Republic of China;

“Confidential Information”	in relation to all businesses carried on by the Group from time to time, all information, know-how, trade secrets and records (in whatever form held), including (without limitation) all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known;
“Group”	the Company, and its subsidiaries from time to time;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“HK\$”	Hong Kong dollar, the lawful currency of Hong Kong;
“Listing Date”	the first day when dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Memorandum”	the memorandum of association of the Company from time to time or, if the context requires, the memorandum of association of the relevant company in the Group from time to time;
“RMB”	Renminbi, the lawful currency of China;
“Shares”	ordinary shares in the share capital of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited; and
“subsidiary(ies)”	shall have the meaning as ascribed to it in the Listing Rules.

- 1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated entities.
- 1.3 References herein to “Clauses” are to clauses of this Agreement.
- 1.4 The headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.5 References to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.

2. APPOINTMENT AND TERM

- 2.1 The Director was appointed on 10 June 2020 and has served as a Director of the Company. The Company has designated the Director as an executive director of the Company. The Director shall continue to serve the Company as an Executive Director and carry out their duties hereunder from the Listing Date, subject to and upon the terms set out below.

- 2.2 Subject to the provisions for termination set out in Clause 8, the Articles of Association and the Listing Rules, the Appointment shall continue for an initial term of three (3) years from the Listing Date or until the third annual general meeting of the Company after the Listing Date, whichever is sooner. The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules, be automatically renewed for successive periods of three (3) years until terminated in accordance with Clause 8 or by either party giving to the other not less than three (3) months prior notice in writing.
- 2.3 The Director has also been appointed as a member of the remuneration committee of the Board.

3. DIRECTOR'S DUTIES AND SERVICES

- 3.1 The Director in their office as an Executive Director shall:
- (a) act honestly and in good faith in the interests of the Company as a whole;
 - (b) act for proper purpose;
 - (c) be answerable to the Company for the application or misapplication of its assets;
 - (d) avoid actual and potential conflicts of interest and duty;
 - (e) disclose fully and fairly their interests in contracts with the Company;
 - (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of their knowledge and experience and holding their office within the Company;
 - (g) comply to the best of their ability with the Listing Rules and the Company's rules, regulations, policies and procedures from time to time in force;
 - (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company's compliance with the Listing Rules;
 - (i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;
 - (j) in the discharge of their duties and in the exercise of their powers as an executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to them by the Board to the best of their skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and
 - (k) in pursuance of their duties hereunder, perform such services for the Group and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.
- 3.2 The Director shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of their business or other activities which would or may cause them to be in conflict with the interests of the Group and obtain the Board's approval of any such proposed business or other activities.
- 3.3 The Director shall at all times promptly give to the Board (in writing if so requested) all such information as the Board may reasonably require in relation to their duties hereunder and of the Business in so far as such information is or ought to be within the

knowledge of the Director, and shall at the Board's request provide further explanation in relation to such information.

- 3.4 The Director shall carry out their duties and exercise their powers jointly with any other director or executive officer as shall from time to time be appointed by the Board to act jointly with the Director. The Board may at any time and without explanation require the Director to cease performing any of their duties or exercising any of their powers under this Agreement.
- 3.5 The Director shall be required to carry out their duties in China or Hong Kong or such other locations as the Board may request or as the interests, needs, business and opportunities of the Group will require or be deemed desirable by the Board.

4. REMUNERATION

- 4.1 During the term, the Company will provide the Director with benefits and expenses pursuant to Clause 5 only.
- 4.2 The Director will not receive any remuneration in connection with the performance of their duties under the Appointment from the Listing Date, except otherwise provided in Clause 5.

5. BENEFITS AND EXPENSES

- 5.1 The Company shall reimburse the Director of all reasonable out-of-pocket expenses (including expenses of entertainment, subsistence and travelling) properly and reasonably incurred by them in relation to the Business or in the discharge of their duties hereunder, subject to such expenses being evidenced in such manner as the Board may require.
- 5.2 The Company shall pay or provide to the Director such additional benefits (including any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules) as the Board shall in its absolute discretion deem appropriate.
- 5.3 The Company shall take out, and at all times during the period of Appointment maintain, directors' liability insurance with a reputable insurance company in respect of the performance by the Director of their duties under this Agreement.

6. LEAVE

- 6.1 During the term of their Appointment, the Director shall (in addition to Saturday, Sundays and statutory holidays in China) be entitled to paid holidays for fifteen (15) working days per annum (from their duties as a Director) to be taken at such time or times convenient to the Company as the Board may agree.

7. RESTRICTIONS ON SHARE DEALINGS BY THE DIRECTOR

- 7.1 The Director shall comply with every relevant rule of law, regulation of the Stock Exchange, the Hong Kong Securities and Futures Commission or any other regulatory authority or other market on which they or their associates deal (including but not limited to complying with every regulation of the Company and the Memorandum and Articles of Association in force) in relation to dealings in shares, debentures or other securities of the companies in the Group and in relation to inside information and unpublished price-sensitive information affecting the shares, debentures or other

securities of any company in the Group, and in relation to overseas dealings the Director shall also comply with all laws of the place and all regulations of the stock exchange, market or dealing system in which such dealings take place.

8. TERMINATION

8.1 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this Agreement and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to the Director (save as to statutory entitlements) by summary notice in writing with immediate effect if the Director at any time:

- (a) ceases to be a Director by virtue of, or becomes prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) becomes bankrupt, has a receiving order made against them or makes any arrangement or composition with their creditors generally;
- (c) is, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to their property or affairs;
- (d) is absent, and any alternate Director appointed by them is absent, from the place of their work for a continuous period of three (3) months, without special leave of absence from the Board, and the Board resolves that their office be vacated;
- (e) notifies the Company of their wish to resign, in which event they shall vacate office on the receipt of that notice to the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or
- (f) is convicted of an indictable offence.

8.2 The Company shall also be entitled to terminate the Director's Appointment if:

- (a) notice of their removal from office in writing is served upon them in accordance with the Articles of Association;
- (b) the Company passes an ordinary resolution removing the Director from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing the Director from office in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.

8.3 This Agreement shall automatically terminate if the Shares are not listed on the Stock Exchange within six (6) months of the date of this Agreement unless the Company and the Director mutually agree to an extension.

8.4 If the Company becomes entitled to terminate the Appointment pursuant to Clauses 8.1 or 8.2, it shall be entitled (but without prejudice to its right subsequently to terminate the Appointment on the same or any other ground) to suspend the Director with or without payment of fee, in full or in part, for so long as it may think fit, without prejudice to the Directors' statutory entitlements under the applicable laws of Hong Kong or otherwise. For the avoidance of doubt and notwithstanding any other

provisions of this Agreement, the Company shall not be obliged to pay any fee in respect of any period after the Appointment is terminated in accordance with Clauses 8.1 or 8.2, other than such amounts as may comprise the Director's statutory entitlements under the applicable laws of Hong Kong or otherwise.

8.5 If the Director ceases to be a director of the Company otherwise than:

- (a) pursuant to the provisions of the Articles of Association relating to the retirement of directors by rotation, provided that the Director is re-elected at the annual general meeting at which they retire;
- (b) pursuant to Clause 2;
- (c) pursuant to Clauses 8.1 or 8.2; or
- (d) with the consent, concurrence or complicity of the other,

then such cessation shall be deemed a breach of this Agreement and termination hereunder shall be without prejudice to any claim for damages in respect of such breach.

For the avoidance of doubt, the Director hereby consents to retirement by rotation in accordance with the Articles of Association and the requirements of the Listing Rules at such time as may be required by the Board.

8.6 Upon the termination of the Appointment howsoever arising, the Director shall:

- (a) at any time and from time to time thereafter at the request of the Company or the Board immediately resign from all offices held by them in any other company in the Group, and the Director hereby irrevocably appoints the Company and any person nominated by it for the purpose severally as their lawful attorney and in their name and on their behalf to execute any document under hand or under seal in accordance with the Articles of Association or do anything necessary, desirable or expedient to give effect thereto and a certificate in writing signed by a legal advisor to the Company that any instrument or act that falls within the authority hereby conferred shall be conclusive evidence that such is the case and any third party shall be entitled to rely on such certificate without further enquiry, provided howsoever that such resignation or resignations shall be given and accepted on the footing that it is or they are without prejudice to any claim which the Director may have against any such company arising out of this Agreement or of the termination of the Appointment;
- (b) forthwith deliver to the Company all books, records (including those in machine readable or eye readable form), documents, papers, materials, correspondence, accounts, together with all copies thereof and other property of or relating to the Group or the Business which may then be in their possession or under their power or control;
- (c) not at any time thereafter represent themselves as a director of the Company or, if applicable, a director of any other company in the Group, or a person connected with the Company in any respect;
- (d) automatically be removed from their positions in any committees of the Board (as applicable), with immediate effect; and
- (e) provide to the Stock Exchange, immediately upon resignation as a director of the Company, any information that the Stock Exchange may require pursuant to the Listing Rules.

- 8.7 Notwithstanding any provision in this Agreement, the provisions of Clauses 8.6 and 9 to 23 shall continue to apply notwithstanding the termination of this Agreement.

9. RESTRAINT ON ACTIVITIES OF THE DIRECTOR

- 9.1 Without prejudice to the obligations and restraints provided under his labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of one (1) year after the termination of the Appointment, they will not:

- (a) (save with the prior written approval of the Board and save with respect to the Director's current and future duties with affiliates of the Company) engage or be engaged in, whether directly or indirectly, any business which is in competition with or similar to the Business or take employment with any person, firm, company or organisation engaged in or operating, whether directly or indirectly, such business or assist any such person, firm, company or organisation with technical, commercial or professional advice in relation to such business, provided that this shall not prohibit (i) the holding (directly or through nominees) of investments listed on any stock exchange as long as not more than five per cent (5%) of the issued shares or stock of any class or debentures of the relevant company shall be so held or (ii) any holding of securities of any company within the Group;
- (b) either on their own account or for any person, solicit business from any person who, at any time during the term of the Appointment, has dealt with the Company or any other company in the Group or who, on the termination of the Appointment, is in the process of negotiating with the Company or any other company in the Group in relation to the Business;
- (c) directly or indirectly employ or solicit for employment any person who has during the term of the Appointment been a director, officer, manager, agent or servant of or consultant to any company in the Group and who by reason of such employment is or may be likely to be in possession of any Confidential Information; or
- (d) either on their own account or for any person, solicit or entice or endeavour to solicit or entice away from any company within the Group any director, officer, manager, agent or servant of any company in the Group whether or not such person would commit any breach of their contract of employment or services by reason of leaving the service of the relevant company in the Group.

- 9.2 Each of the paragraphs of Clause 9.1 shall be deemed to constitute a separate agreement and shall be construed independently of each other.

10. CONFIDENTIAL INFORMATION

- 10.1 Without prejudice to the obligations and restraints provided under his labor contract or other agreements signed with the Company or its affiliates, the Director hereby agrees that, during the term of the Appointment and for a period of five (5) years after the termination of the Appointment, they will not:

- (a) use, or cause or permit to be used, take away, conceal or destroy any Confidential Information for their own purpose or for another person's advantage or for any purpose other than that of the Group;

- (b) divulge or communicate, or cause or permit to be divulged or communicated to any person any Confidential Information, save to those of the employees or officials of the Group on a need-to-know basis; or
- (c) through any failure to exercise all due care and diligence, cause or permit any unauthorised disclosure of any Confidential Information, including (without limitation):
 - (i) relating to the dealings, organisation, business, finance, transactions or any other affairs of the Group or its clients or customers; or
 - (ii) in respect of which any such company is bound by an obligation of confidence to any third party,

provided that these restrictions shall cease to apply to any information or knowledge which (otherwise than through the default of the Director) has become available to the public generally or is otherwise required by law or any applicable legislation to be disclosed.

- 10.2 Since the Director may obtain in the course of the Appointment, by reason of services rendered for or offices held in any other company in the Group, knowledge of the Confidential Information of such company, the Director hereby agrees that they will at the request and cost of the Company or such other company of the Group enter into an agreement or undertaking with such company whereby they will accept restrictions corresponding to the restrictions herein contained (or such of them as may be appropriate in the circumstances) in relation to such services and products and such area and for such period as such company may reasonably require for the protection of its legitimate interests.
- 10.3 All notes, memoranda, records and writings made by the Director in relation to the Business or concerning any of its dealings or affairs or the dealings or affairs of any clients or customers of the Group shall be and remain the property of the Group and shall be handed over by them to the Company (or to such other company in the Group as the case may be) from time to time on demand and in any event upon them leaving the service of the Company, and the Director shall not retain any copy thereof.

11. RESTRICTIONS REASONABLE

- 11.1 While the parties consider the restrictions contained in Clauses 9 and 10 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.

12. RECONSTRUCTION

- 12.1 If this Agreement is terminated by reason of the liquidation of the Company or the transfer of its business to another one or more companies for the purpose of reconstruction or amalgamation and the Director is requested to provide their services with the restructured entity or any concern or undertaking on terms and conditions no less favourable to them in all respects than the provisions of this Agreement, the Director shall not have any claim against the Company or its successors-in-title in respect of such termination.

13. AMENDMENTS

- 13.1 This Agreement shall not be capable of being amended, supplemented or modified in any manner, save by an instrument in writing signed by the parties. The parties agree that such an instrument may only be signed if the Board has approved its execution by the parties.

14. SEVERABILITY

- 14.1 If at any time any provision of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, such provision shall be deemed to be deleted from this Agreement, and the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any respect be affected or impaired.

15. WAIVER AND OTHER RIGHTS

- 15.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in either party under or pursuant to this Agreement or otherwise shall constitute a waiver by such party of such or any other right, power or remedy.
- 15.2 Any right, power or remedy expressly conferred upon either party under this Agreement shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such party under this Agreement or at law.
- 15.3 This Agreement relates solely to the Director's service as a director of the Company and is not intended to create an employment relationship between the Company and the Director. As such, and unless otherwise provided in this Agreement or any contract of employment between the Company and the Director or as required by applicable laws, no provision of this Agreement shall give rise to any eligibility on the part of the Director to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

16. INCORPORATION OF ARTICLES OF ASSOCIATION

- 16.1 The terms of the Articles of Association are incorporated by reference into this Agreement.

17. TIME

- 17.1 Time shall be of the essence of this Agreement, both as regards the dates and periods specified in this Agreement and as to any date and period which may by written agreement between or on behalf of the parties be substituted for them.

18. NO ASSIGNMENT

- 18.1 This Agreement shall not be capable of being assigned by either party to any person.

19. SUCCESSORS

- 19.1 This Agreement shall be binding upon the parties and the successors and permitted assigns of the Company, and shall ensure to the benefit of, and be enforceable by, the parties and the successors and permitted assigns of the Company.

20. NOTICE

- 20.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent by post, airmail, fax or email to the relevant party at its address, fax number or email address set out below (or such other address, fax number or email address as the addressee has by two (2) business days' prior written notice specified to the other party):

To the Company

Address : 17/F, Building A, No. 18 Kechuang 11th Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111, PRC
Email : legalnotice@jd.com
Attention : Ms. Jing Gao (高静)

with a copy (which shall not constitute notice) to:

Address : 3/F, JD Building No.4, Beijing Economic and Technology
Development Zone, Beijing, People's Republic of China
Email : wangxuedong@jd.com
iris.liu@jd.com
Attention : Mr. Xuedong Wang (王雪东)
Ms. Iris Liu (刘宇宏)

To the Director

Name: Chunzheng Song

Address: Room 103, Building 3, Shijicheng Chenyueyuan Shuguang Road, Haidian District, Beijing, People's Republic of China

Email: songchunzheng@jd.com

- 20.2 Any notice, demand or other communication so addressed to the relevant party shall be in English and shall be deemed to have been delivered (a) if given or made by post, two (2) business days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when sent subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following business day.

21. COUNTERPARTS

- 21.1 This Agreement may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

22. RIGHTS OF THIRD PARTIES

- 22.1 Notwithstanding anything to the contrary herein provided, the Contracts (Rights of Third Parties) Ordinance (Chapter 623, Laws of Hong Kong) (the "**Third Party Rights Ordinance**") shall not apply to this Agreement and, save for the Company, no person

other than the parties to this agreement shall have any right under the Third Party Rights Ordinance to enforce, or enjoy the benefit of, any of the provisions of this Agreement.

23. GOVERNING LAW AND JURISDICTION

- 23.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 23.2 The parties to this Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

This Agreement has been duly executed the day and year first above written.

For and on behalf of
JINGDONG Industrials, Inc.
京东工业股份有限公司


Name: Richard Qiangdong Liu
Title: Director

宋春正

Name: Chunzheng Song

Title: Director

JINGDONG Industrials, Inc.

京东工业股份有限公司

(incorporated in the Cayman Islands with limited liability)

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

Date: November 28, 2025

To:

Richard Qiangdong Liu

Room 902, Unit 2, Building 3

Courtyard 3, Sanyang North Street

Beijing

People's Republic of China

Dear Mr. Richard Qiangdong Liu,

**Re: JINGDONG Industrials, Inc. (京东工业股份有限公司) (“the Company”)
Non-Executive Director**

We hereby confirm your appointment as (i) a non-executive director of the Company (the “**Non-Executive Director**”) and (ii) the chairperson of the nomination committee of the Company (the “**Nomination Committee**”) (subject to removal or re-appointment by the board of directors of the Company (the “**Board**”) from time to time in accordance with the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”), on and subject to the terms and conditions specified herein (the “**Appointment**”).

1. APPOINTMENT AND TERM

1.1 We hereby confirm your Appointment as a Non-Executive Director and the chairperson of the Nomination Committee for an initial period of:

- (a) three (3) years from the date of the prospectus of the Company to be issued (the “**Prospectus**”) in connection with the global offering and listing of shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”); or
- (b) from the date of the Prospectus until the third annual general meeting of the Company since the date of listing of the shares of the Company on the Stock Exchange (the “**Listing**”),

whichever ends sooner and subject to retirement as and when required under the Articles of Association, on and subject to the terms and conditions specified herein.

1.2 The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules and termination in accordance with the provisions of this letter, be automatically renewed for successive periods of three (3) years.

- 1.3 The Appointment is subject at all times to the memorandum of association of the Company as amended from time to time (the “**Memorandum**”) and the Articles of Association and any other applicable laws and regulations. The Memorandum and Articles of Association are incorporated by reference into this letter.

2. **DIRECTOR’S DUTIES AND SERVICES**

- 2.1 You shall, in your office as a non-executive director of the Company:

- (a) act honestly and in good faith in the interests of the Company as a whole;
- (b) act for proper purpose;
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual and potential conflicts of interest and duty;
- (e) disclose fully and fairly your interests in contracts with the Company;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company;
- (g) comply to the best of your ability with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time (the “**Listing Rules**”) and the Company’s rules, regulations, policies and procedures from time to time in force;
- (h) accept full responsibility, collectively and individually with the other directors of the Company, for the Company’s compliance with the Listing Rules;
- (i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;
- (j) in the discharge of your duties and in the exercise of your powers as a non-executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to you by the Board to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and
- (k) in pursuance of your duties hereunder, perform such services for the Company and its subsidiaries (collectively, the “**Group**”) and (without further remuneration unless otherwise agreed) accept such offices in the Group as the Board may from time to time reasonably require and without limiting the generality of this Clause, act as a director of the Company and of each of its subsidiaries.

- 2.2 You shall disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

- 2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or may cause you to be in conflict with the interests of the Group.
- 2.4 You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as a non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

3. REIMBURSEMENT

- 3.1 During the term of the Appointment, the Company shall reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require. Unless otherwise provided in this letter or required by the applicable laws and regulations (and except for any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules), you shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the term of the Appointment.

4. RESTRICTIONS ON SHARE DEALINGS

- 4.1 During the term of your Appointment, you shall comply with every applicable (i) rule of law, (ii) regulation under the Listing Rules and (iii) regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 The Model Code for Securities Transactions by Directors of Listed Issuers (the "**Model Code**"), as contained in Appendix C3 to the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:
- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
 - (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company's securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the

Company's securities and the application of the Model Code, please contact the company secretary of the Company (the "**Company Secretary**") (as named in the Prospectus).

5. TERMINATION

- 5.1 For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing.
- 5.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this letter and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if at any time you:
- (a) cease to be a director by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
 - (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
 - (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
 - (d) notify the Company of your wish to resign, in which event you shall vacate office on the receipt of that notice by the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or
 - (e) are convicted of an indictable offence.
- 5.3 The Company shall also be entitled to terminate your Appointment if:
- (a) notice of your removal from office in writing is served upon you in accordance with the Articles of Association; or
 - (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 5.4 The Appointment shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter unless the Company and yourself mutually agree to an extension.
- 5.5 On the termination of your appointment as a non-executive director hereunder becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect, and, at

the request of the Company, resign from office as a director of any other members of the Group with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

- 5.6 Termination of your Appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 6.

6. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS

- 6.1 You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 6.2 You undertake to the Company that you will not either during the continuance of your Appointment and for a period of five (5) years after the termination of your Appointment divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment.
- 6.3 Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
- 6.4 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
- 6.5 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate

who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.

- 6.6 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, an employee or consultant of any member of the Group and with whom you had contact during your Appointment.
- 6.7 While the parties consider the restrictions contained in this Clause 6 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 6.8 Each undertaking contained in this Clause 6 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.
- 6.9 You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus) or an officer of the Company designated by the Board.

7. OTHER RIGHTS

- 7.1 This letter relates solely to your service as a director of the Company and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and yourself or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

8. NOTICES

- 8.1 Each notice, demand or other communication given or made under this letter shall be in writing and delivered by post, airmail, fax or email to the relevant party at its address, fax number or email address as set out below (or such other address, fax number or email address as the addressee has by two (2) business days' (being any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong, "**Business Day**") prior written notice specified to the other party):

To the Company:

Address : 17/F, Building A, No. 18 Kechuang 11th Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111, PRC
Email : legalnotice@jd.com
Attention : Ms. Jing Gao (高静)

with a copy (which shall not constitute notice) to:

Address : 3/F, JD Building No.4, Beijing Economic and Technology
Development Zone, Beijing, People's Republic of China
Email : wangxuedong@jd.com
iris.liu@jd.com
Attention : Mr. Xuedong Wang (王雪东)
Ms. Iris Liu (刘宇宏)

To you:

Address : Room 902, Unit 2, Building 3
Courtyard 3, Sanyang North Street Beijing
People's Republic of China
Email : Richardliu@jd.com
Attention : Richard Qiangdong Liu

- 8.2 Any notice, demand or other communication so addressed to the relevant party shall be in English, or if in another language, accompanied by an English translation thereof, and shall be deemed to have been delivered (a) if given or made by post, two (2) Business Days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when dispatched subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following Business Day.

9. COUNTERPARTS

- 9.1 This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

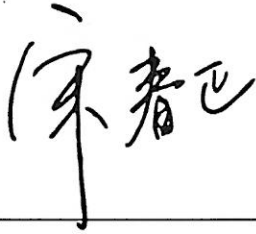
10. GOVERNING LAW AND JURISDICTION

- 10.1 This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

Yours faithfully,

For and on behalf of
JINGDONG Industrials, Inc.
京东工业股份有限公司

A handwritten signature in black ink, consisting of the Chinese characters '宋春正' (Song Chunzheng) written in a cursive style. The signature is positioned above a horizontal line.

Name: Chunzheng Song

Title: Director

I confirm my acceptance of my appointment as a non-executive director, subject to the terms and on the conditions set out in this letter.



Name: Richard Qiangdong Liu

Date: November 28, 2025

JINGDONG Industrials, Inc.

京东工业股份有限公司

(incorporated in the Cayman Islands with limited liability)

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

Date: November 28, 2025

To:

Bingdong Xu

1804, Building 11

No. 377 Pingxingguan Road

Jing'an District

Shanghai

People's Republic of China

Dear Mr. Bingdong Xu,

**Re: JINGDONG Industrials, Inc. (京东工业股份有限公司) (“the Company”)
Non-Executive Director**

We hereby confirm your appointment as a non-executive director of the Company (subject to removal or re-appointment by the board of directors of the Company (the “**Board**”) from time to time in accordance with the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”), on and subject to the terms and conditions specified herein (the “**Appointment**”).

1. APPOINTMENT AND TERM

1.1 We hereby confirm your Appointment as a Non-Executive Director for an initial period of:

- (a) three (3) years from the date of the prospectus of the Company to be issued (the “**Prospectus**”) in connection with the global offering and listing of shares of the Company on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”); or
- (b) from the date of the Prospectus until the third annual general meeting of the Company since the date of listing of the shares of the Company on the Stock Exchange (the “**Listing**”),

whichever ends sooner and subject to retirement as and when required under the Articles of Association, on and subject to the terms and conditions specified herein.

1.2 The Appointment shall, subject always to retirement and re-election as and when required under the Articles of Association and the requirements of the Listing Rules and termination in accordance with the provisions of this letter, be automatically renewed for successive periods of three (3) years.

1.3 The Appointment is subject at all times to the memorandum of association of the Company as amended from time to time (the “**Memorandum**”) and the Articles of

Association and any other applicable laws and regulations. The Memorandum and Articles of Association are incorporated by reference into this letter.

2. DIRECTOR'S DUTIES AND SERVICES

2.1 You shall, in your office as a non-executive director of the Company:

- (a) act honestly and in good faith in the interests of the Company as a whole;
- (b) act for proper purpose;
- (c) be answerable to the Company for the application or misapplication of its assets;
- (d) avoid actual and potential conflicts of interest and duty;
- (e) disclose fully and fairly your interests in contracts with the Company;
- (f) apply such degree of skill, care and diligence as may reasonably be expected of a person of your knowledge and experience and holding your office within the Company;
- (g) comply to the best of your ability with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time (the “**Listing Rules**”) and the Company’s rules, regulations, policies and procedures from time to time in force;
- (h) accept responsibility, to the extent required of a non-executive director under the Listing Rules, for the Company’s compliance with the Listing Rules;
- (i) comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time;
- (j) in the discharge of your duties and in the exercise of your powers as a non-executive director of the Company, comply with all and any lawful directions and instructions from time to time made or given to you by the Board to the best of your skills and ability and comply with all resolutions, regulations and directions from time to time passed or made by the Board; and
- (k) in pursuance of your duties hereunder, perform such services for the Company and its subsidiaries (collectively, the “**Group**”) and (without further remuneration unless otherwise agreed) accept such offices within the Group as may be reasonably agreed between you and the Board from time to time.

2.2 The Board acknowledges that, as a non-executive director, you will not be involved in the day-to-day management of the Group. For the avoidance of doubt, the Board acknowledges that, in discharging your duties as a non-executive director, you will rely on information, reports, explanations and representations provided by the Company’s senior management and its professional advisers, and you will not be expected to conduct independent verification, investigation or audit except as required under applicable laws. You shall disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

- 2.3 You shall at all times keep the Board promptly and fully informed (in writing if so requested) of any of your business or other activities which would or may cause you to be in conflict with the interests of the Group.
- 2.4 You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as a non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

3. REIMBURSEMENT

- 3.1 During the term of the Appointment, the Company shall reimburse you of all reasonable expenses properly and reasonably incurred by you in the performance of your duties hereunder or otherwise in connection with the business of the Company, subject to expenses being evidenced in such manner as the Board may require. Unless otherwise provided in this letter or required by the applicable laws and regulations (and except for any options and/or awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules), you shall not be entitled to receive from the Company any other fee, salary, remuneration, reimbursement, welfare, benefits or any other forms of monetary or non-monetary payment (whether as a director of or in any other capacity of the Company) during the term of the Appointment.

4. RESTRICTIONS ON SHARE DEALINGS

- 4.1 During the term of your Appointment, you shall comply with every applicable (i) rule of law, (ii) regulation under the Listing Rules and (iii) regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company or any other member of the Group.
- 4.2 The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix C3 to the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:
- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
 - (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company's securities, in which you are or are deemed to be interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the

Company's securities and the application of the Model Code, please contact the company secretary of the Company (the "**Company Secretary**") (as named in the Prospectus).

5. TERMINATION

- 5.1 For so long as this letter is in effect, either of you or the Company may terminate this letter at any time by giving to the other party no less than three (3) months prior notice in writing.
- 5.2 Without prejudice to the accrued rights (if any) or remedies of either party under or pursuant to this letter and notwithstanding any provision to the contrary stated herein, the Company shall be entitled (but is not obliged) to terminate the Appointment without compensation to you (save as to statutory entitlements) by summary notice in writing with immediate effect if at any time you:
- (a) cease to be a director by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
 - (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
 - (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
 - (d) notify the Company of your wish to resign, in which event you shall vacate office on the receipt of that notice by the Company or such later time as is specified in such notice, unless the Articles of Association provides otherwise; or
 - (e) are convicted of an indictable offence.
- 5.3 The Company shall also be entitled to terminate your Appointment if:
- (a) notice of your removal from office in writing is served upon you in accordance with the Articles of Association; or
 - (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association or in accordance with any applicable provision of the laws of Hong Kong or the Cayman Islands.
- 5.4 The Appointment shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter unless the Company and yourself mutually agree to an extension.
- 5.5 On the termination of your appointment as a non-executive director hereunder becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect, and, at

the request of the Company, resign from office as a director of any other members of the Group with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

- 5.6 Termination of your Appointment hereunder shall be without prejudice to any rights which have accrued to the parties hereto prior to such termination or to the provisions of Clause 6.

6. CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS

- 6.1 You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
- 6.2 You undertake to the Company that you will not either during the continuance of your Appointment and for a period of five (5) years after the termination of your Appointment divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment. For the avoidance of doubt, nothing in this Clause shall prevent you from disclosing any information where such disclosure is required by applicable laws or regulations, any competent governmental or regulatory authority, or to your professional advisers, provided that such advisers are subject to duties of confidentiality.
- 6.3 Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
- 6.4 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, in any country or place where any member of the Group has carried on business, be interested as shareholder in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
- 6.5 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate,

in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.

- 6.6 You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, an employee or consultant of any member of the Group and with whom you had contact during your Appointment.
- 6.7 While the parties consider the restrictions contained in this Clause 6 to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.
- 6.8 Each undertaking contained in this Clause 6 shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.
- 6.9 You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus) or an officer of the Company designated by the Board.
- 6.10 The Company will maintain appropriate directors' and officers' liability insurance ("D&O Insurance") for your benefit during your Appointment and for such period thereafter as required under applicable laws, and will provide you with the benefit of the indemnity permitted under the Articles of Association and applicable laws.

7. OTHER RIGHTS

- 7.1 This letter relates solely to your service as a director of the Company and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and yourself or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

8. NOTICES

- 8.1 Each notice, demand or other communication given or made under this letter shall be in writing and delivered by post, airmail, fax or email to the relevant party at its address, fax number or email address as set out below (or such other address, fax number or email address as the addressee has by two (2) business days' (being any day (excluding Saturday and Sunday) on which banks are generally open for business in Hong Kong, "**Business Day**") prior written notice specified to the other party):

To the Company:

Address : 17/F, Building A, No. 18 Kechuang 11th Street
Yizhuang Economic and Technological Development Zone
Daxing District, Beijing 101111, PRC
Email : legalnotice@jd.com
Attention : Ms. Jing Gao (高静)

with a copy (which shall not constitute notice) to:

Address : 3/F, JD Building No.4, Beijing Economic and Technology
Development Zone, Beijing, People's Republic of China
Email : wangxuedong@jd.com
iris.liu@jd.com
Attention : Mr. Xuedong Wang (王雪东)
Ms. Iris Liu (刘宇宏)

To you:

Address : Room 3501,
Two IFC,
Century Avenue,
Pudong New Area,
Shanghai
People's Republic of China
Email : exu@jiyuancap.com
Attention : Mr. Bingdong Xu

- 8.2 Any notice, demand or other communication so addressed to the relevant party shall be in English, or if in another language, accompanied by an English translation thereof, and shall be deemed to have been delivered (a) if given or made by post, two (2) Business Days after the date of dispatch; (b) if given or made by hand, when delivered at the addresses referred to above; and (c) if given or made by fax or email, when dispatched subject to receipt by the sender of uninterrupted transmission provided that any fax or email received after 5:00 p.m. shall be deemed received at 9:00 a.m. on the immediately following Business Day.

9. COUNTERPARTS

- 9.1 This letter may be executed in any number of counterparts and by either party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

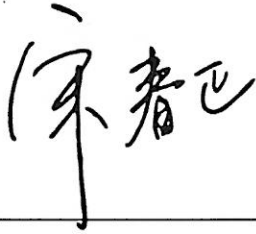
10. GOVERNING LAW AND JURISDICTION

- 10.1 This letter shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong for all purposes in connection herewith.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

Yours faithfully,

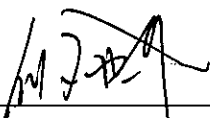
For and on behalf of
JINGDONG Industrials, Inc.
京东工业股份有限公司

A handwritten signature in black ink, consisting of the Chinese characters '宋春正' (Song Chunzheng) written in a cursive style. The signature is positioned above a horizontal line.

Name: Chunzheng Song

Title: Director

I confirm my acceptance of my appointment as a non-executive director, subject to the terms and on the conditions set out in this letter.



Name: Bingdong Xu

Date: November 28, 2025

JINGDONG Industrials, Inc.

京东工业股份有限公司

(incorporated in the Cayman Islands with limited liability)

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

INDEPENDENT NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

Date: November 28, 2025

To:

Mr. Hanhui Sam Sun

No. 601 2/F Door 3

No. 64 Donggong Road

Dongcheng District

Beijing

People's Republic of China

Dear Mr. Hanhui Sam Sun,

Re: JINGDONG Industrials, Inc. (京东工业股份有限公司) (“the Company”)
Independent Non-Executive Director

We hereby confirm your appointment as (i) an independent non-executive director of the Company, and (ii) the chairperson of audit committee and a member of the nomination committee of the board of directors of the Company (the “**Board**”) on and subject to the terms and conditions specified herein (the “**Appointment**”) for an initial period of three (3) years from the date (the “**Listing Date**”) on which the shares of the Company are listed and on which dealings in the shares of the Company are first permitted to take place on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) until the third annual general meeting of the Company since the date of listing (whichever ends sooner) (subject to retirement as and when required under the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”)), on and subject to the terms and conditions specified herein. Subject to the re-election and retirement requirements under the Articles of Association and the requirements of the Listing Rules (as defined below), your appointment hereunder shall be automatically renewed for a successive periods of three (3) years until terminated in accordance with the termination provisions set out in hereunder.

Your Appointment is subject at all times to the memorandum of association of the Company as may be amended from time to time (the “**Memorandum**”), the Articles of Association and any other applicable laws and regulations.

You shall ensure that you are fully aware of and are able to comply with your legal obligations as an independent non-executive director of the Company, including all your obligations under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and other relevant regulations and requirements and in particular, you shall comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time. Independent non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner. You will be or have been provided with a comprehensive formal induction to ensure your

understanding of the Company's business and awareness of your responsibilities. You are also asked to participate, at the Company's expense, in a programme of continuous professional development.

The Company normally holds four regular Board Meetings each year and board committees at least once a year (audit committee, twice a year). Directors are encouraged to attend the annual general meetings of the Company. There will also be a need for appropriate preparation time ahead of Board and committee meetings. The Company asks that you are able to give sufficient time and attention to meet the expectations of your role.

You are asked to disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as an independent non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

You are asked to note that you should disclose your interest, or the interest of your connected entities, if any, in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract that the Company is considering by declaring the nature and extent of your interest upon receipt of the proposed agenda for a meeting of the Board.

In consideration for the performance of your duties under the Appointment and unless as otherwise agreed between you and the Company, the Company shall pay you a fee of RMB338,000 per annum in cash, payable in annual instalments and in arrears each year (such fee shall be accrued on a daily basis and shall be calculated on a pro rata basis for any incomplete year). As an independent non-executive director, you are eligible for share options and/or share awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company from time to time, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules).

Your remuneration shall be payable in such manner and at such time as we may from time to time mutually agree. As an independent non-executive director, you are eligible for options and/or awards under the rules of any share option scheme or share award scheme to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules.

You agree at all times to abide by the undertakings set out in Schedule I hereto.

The Company shall reimburse you for all reasonable expenses properly and reasonably incurred by you in connection with the performance of your duties to the Company, subject to expenses being evidenced in such manner as the Board may require.

The Company shall be entitled (but is not obliged) to terminate your Appointment with immediate effect without compensation to you by summary notice in writing if at any time you:-

- (a) cease to be a director of the Company by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
- (d) notify the Company of your wish to resign, in which event you shall vacate office on the delivery of that notice to the Company or such later time as is specified in such notice; or
- (e) are convicted of an indictable offence.

The Company shall also be entitled to terminate your Appointment if:

- (a) notice of your removal from office in writing is served upon you signed by all the directors of the Company other than yourself;
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing you from office in accordance with any relevant provision of the laws of Hong Kong or the laws of the Cayman Islands applicable to the Company from time to time.

This letter shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter.

On the termination of your appointment as an independent non-executive director hereunder (howsoever arising) becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix C3 to the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:

- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
- (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company’s securities, in which you are or are deemed to be

interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company's securities and the application of the Model Code, please contact the company secretary of the Company (the "**Company Secretary**") (as named in the prospectus of the Company (the "**Prospectus**")).

The Company has directors and officers liability insurance and intends to maintain such cover for the full term of your appointment. A copy of the policy document is available on request.

Please be aware and note that all information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior written clearance from the Chairman. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

This letter relates solely to your service as an independent non-executive director on the Board and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and you or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

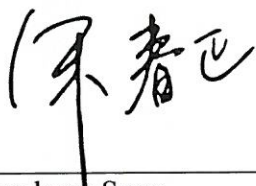
If at any time you have any comments or questions relating to your position as an independent non-executive director you are welcome to contact the undersigned or the Company Secretary.

On behalf of the Company and the Board, we look forward to your joining the Board and to your valued participation in the successful direction of the Company's activities.

[Signature pages follow]

Yours faithfully,

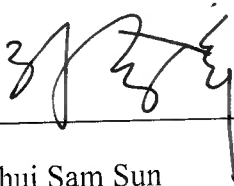
For and on behalf of
JINGDONG Industrials, Inc.
京东工业股份有限公司

A handwritten signature in black ink, appearing to be '宋春正' (Song Chunzheng), written in a cursive style.

Name: Chunzheng Song

Title: Director

I confirm my acceptance of my appointment as an independent non-executive director of the Company, subject to the terms and on the conditions set out in this letter.

A handwritten signature in black ink, appearing to be 'Hanhui Sam Sun', written over a horizontal line.

Name: Hanhui Sam Sun

Date: November 28, 2025

SCHEDULE I

CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS

1. You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
2. You undertake to the Company that you will not either during the continuance of your Appointment or at any time thereafter divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment.
3. Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
4. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
5. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.
6. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during the term of the

Appointment or as at the date of the termination of the Appointment was or may have become, an employee or consultant of any member of the Group and with whom you had contact during your Appointment.

7. While the parties consider the restrictions contained in this Schedule I to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.
8. Each undertaking contained in this Schedule I shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.
9. You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus) or an officer of the Company designated by the Board.

JINGDONG Industrials, Inc.

京东工业股份有限公司

(incorporated in the Cayman Islands with limited liability)

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

INDEPENDENT NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

Date: November 28, 2025

To:

Mr. Xin Tang

No. 143 Northwest One Building

Tsinghua University

Haidian District

Beijing

People's Republic of China

Dear Mr. Xin Tang,

**Re: JINGDONG Industrials, Inc. (京东工业股份有限公司) (“the Company”)
Independent Non-Executive Director**

We hereby confirm your appointment as (i) an independent non-executive director of the Company, and (ii) a member of the audit committee and a member of the remuneration committee of the board of directors of the Company (the “**Board**”) on and subject to the terms and conditions specified herein (the “**Appointment**”) for an initial period of three (3) years from the date (the “**Listing Date**”) on which the shares of the Company are listed and on which dealings in the shares of the Company are first permitted to take place on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) until the third annual general meeting of the Company since the date of listing (whichever ends sooner) (subject to retirement as and when required under the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”)), on and subject to the terms and conditions specified herein. Subject to the re-election and retirement requirements under the Articles of Association and the requirements of the Listing Rules (as defined below), your appointment hereunder shall be automatically renewed for successive periods of three (3) years until terminated in accordance with the termination provisions set out in hereunder.

Your Appointment is subject at all times to the memorandum of association of the Company as may be amended from time to time (the “**Memorandum**”), the Articles of Association and any other applicable laws and regulations.

You shall ensure that you are fully aware of and are able to comply with your legal obligations as an independent non-executive director of the Company, including all your obligations under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and other relevant regulations and requirements and in particular, you shall comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time. Independent non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner. You will be or have been provided with a comprehensive formal induction to ensure your

understanding of the Company's business and awareness of your responsibilities. You are also asked to participate, at the Company's expense, in a programme of continuous professional development.

The Company normally holds four regular Board Meetings each year and board committees at least once a year (audit committee, twice a year). Directors are encouraged to attend the annual general meetings of the Company. There will also be a need for appropriate preparation time ahead of Board and committee meetings. The Company asks that you are able to give sufficient time and attention to meet the expectations of your role.

You are asked to disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as an independent non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

You are asked to note that you should disclose your interest, or the interest of your connected entities, if any, in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract that the Company is considering by declaring the nature and extent of your interest upon receipt of the proposed agenda for a meeting of the Board.

In consideration for the performance of your duties under the Appointment and unless as otherwise agreed between you and the Company, the Company shall pay you a fee of RMB338,000 per annum in cash, payable in annual instalments and in arrears each year (such fee shall be accrued on a daily basis and shall be calculated on a pro rata basis for any incomplete year). As an independent non-executive director, you are eligible for share options and/or share awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company from time to time, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules).

Your remuneration shall be payable in such manner and at such time as we may from time to time mutually agree. As an independent non-executive director, you are eligible for options and/or awards under the rules of any share option scheme or share award scheme to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules.

You agree at all times to abide by the undertakings set out in Schedule I hereto.

The Company shall reimburse you for all reasonable expenses properly and reasonably incurred by you in connection with the performance of your duties to the Company, subject to expenses being evidenced in such manner as the Board may require.

The Company shall be entitled (but is not obliged) to terminate your Appointment with immediate effect without compensation to you by summary notice in writing if at any time you:-

- (a) cease to be a director of the Company by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
- (d) notify the Company of your wish to resign, in which event you shall vacate office on the delivery of that notice to the Company or such later time as is specified in such notice; or
- (e) are convicted of an indictable offence.

The Company shall also be entitled to terminate your Appointment if:

- (a) notice of your removal from office in writing is served upon you signed by all the directors of the Company other than yourself;
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing you from office in accordance with any relevant provision of the laws of Hong Kong or the laws of the Cayman Islands applicable to the Company from time to time.

This letter shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter.

On the termination of your appointment as an independent non-executive director hereunder (howsoever arising) becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix C3 to the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:

- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
- (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company’s securities, in which you are or are deemed to be

interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company's securities and the application of the Model Code, please contact the company secretary of the Company (the "**Company Secretary**") (as named in the prospectus of the Company (the "**Prospectus**")).

The Company has directors and officers liability insurance and intends to maintain such cover for the full term of your appointment. A copy of the policy document is available on request.

Please be aware and note that all information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior written clearance from the Chairman. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

This letter relates solely to your service as an independent non-executive director on the Board and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and you or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

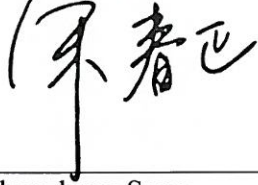
If at any time you have any comments or questions relating to your position as an independent non-executive director you are welcome to contact the undersigned or the Company Secretary.

On behalf of the Company and the Board, we look forward to your joining the Board and to your valued participation in the successful direction of the Company's activities.

[Signature pages follow]

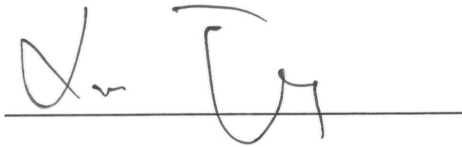
Yours faithfully,

For and on behalf of
JINGDONG Industrials, Inc.
京东工业股份有限公司

A handwritten signature in black ink, appearing to be '宋春正' (Song Chunzheng), written in a cursive style. The signature is positioned above a horizontal line.

Name: Chunzheng Song
Title: Director

I confirm my acceptance of my appointment as an independent non-executive director of the Company, subject to the terms and on the conditions set out in this letter.

A handwritten signature in black ink, appearing to be 'Xin Tang', is written over a horizontal line.

Name: Xin Tang

Date: November 28, 2025

SCHEDULE I

CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS

1. You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
2. You undertake to the Company that you will not either during the continuance of your Appointment or at any time thereafter divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment.
3. Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
4. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
5. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.
6. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during the term of the

Appointment or as at the date of the termination of the Appointment was or may have become, an employee or consultant of any member of the Group and with whom you had contact during your Appointment.

7. While the parties consider the restrictions contained in this Schedule I to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.
8. Each undertaking contained in this Schedule I shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.
9. You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus) or an officer of the Company designated by the Board.

JINGDONG Industrials, Inc.

京东工业股份有限公司

(incorporated in the Cayman Islands with limited liability)

Registered office: PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands

INDEPENDENT NON-EXECUTIVE DIRECTOR APPOINTMENT LETTER

Date: November 28, 2025

To:

Ms. Po Fong Nancy Ku

39A, Block 9, Tung Chung Crescent

1 Hing Tung Street

Tung Chung

Hong Kong

Dear Ms. Po Fong Nancy Ku,

**Re: JINGDONG Industrials, Inc. (京东工业股份有限公司) (“the Company”)
Independent Non-Executive Director**

We hereby confirm your appointment as (i) an independent non-executive director of the Company, and (ii) the chairperson of the remuneration committee, a member of the audit committee, and a member of the nomination committee, of the board of directors of the Company (the “**Board**”) on and subject to the terms and conditions specified herein (the “**Appointment**”) for an initial period of three (3) years from the date (the “**Listing Date**”) on which the shares of the Company are listed and on which dealings in the shares of the Company are first permitted to take place on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) until the third annual general meeting of the Company since the date of listing (whichever ends sooner) (subject to retirement as and when required under the articles of association of the Company as may be amended from time to time (the “**Articles of Association**”)), on and subject to the terms and conditions specified herein. Subject to the re-election and retirement requirements under the Articles of Association and the requirements of the Listing Rules (as defined below), your appointment hereunder shall be automatically renewed for a successive periods of three (3) years until terminated in accordance with the termination provisions set out in hereunder.

Your Appointment is subject at all times to the memorandum of association of the Company as may be amended from time to time (the “**Memorandum**”), the Articles of Association and any other applicable laws and regulations.

You shall ensure that you are fully aware of and are able to comply with your legal obligations as an independent non-executive director of the Company, including all your obligations under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and other relevant regulations and requirements and in particular, you shall comply with all of the requirements set out in Rules 3.09, 3.09A, 3.09B, 3.09C and 3.09D of the Listing Rules, as amended from time to time. Independent non-executive directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner. You will be or have been provided with a comprehensive formal induction to ensure your

understanding of the Company's business and awareness of your responsibilities. You are also asked to participate, at the Company's expense, in a programme of continuous professional development.

The Company normally holds four regular Board Meetings each year and board committees at least once a year (audit committee, twice a year). Directors are encouraged to attend the annual general meetings of the Company. There will also be a need for appropriate preparation time ahead of Board and committee meetings. The Company asks that you are able to give sufficient time and attention to meet the expectations of your role.

You are asked to disclose the number and nature of offices held in public companies or organisations and other significant commitments, with the identity of the public companies or organisations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. You shall notify the Company as soon as practicable upon becoming aware of any fact or circumstance that (i) may impact your status as an independent non-executive director of the Company, including by reference to the matters set out in Rule 3.13 of the Listing Rules, (ii) falls within the list of matters specified within Rule 13.51(2) of the Listing Rules, or (iii) may otherwise fall to be disclosed by the Company pursuant to Rule 13.09 of the Listing Rules or the provisions of Part XIVA of the Securities and Future Ordinance (Chapter 571 of the Laws of Hong Kong).

You are asked to note that you should disclose your interest, or the interest of your connected entities, if any, in a transaction, arrangement or contract, or a proposed transaction, arrangement or contract that the Company is considering by declaring the nature and extent of your interest upon receipt of the proposed agenda for a meeting of the Board.

In consideration for the performance of your duties under the Appointment and unless as otherwise agreed between you and the Company, the Company shall pay you a fee of RMB338,000 per annum in cash, payable in annual instalments and in arrears each year (such fee shall be accrued on a daily basis and shall be calculated on a pro rata basis for any incomplete year). As an independent non-executive director, you are eligible for share options and/or share awards under the rules of any share scheme(s) adopted and/or to be adopted by the Company from time to time, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules).

Your remuneration shall be payable in such manner and at such time as we may from time to time mutually agree. As an independent non-executive director, you are eligible for options and/or awards under the rules of any share option scheme or share award scheme to be adopted by the Company, subject always to, inter alia, the listing of the Company's shares on the Stock Exchange, the discretion of the Board and the relevant provisions of the Listing Rules.

You agree at all times to abide by the undertakings set out in Schedule I hereto.

The Company shall reimburse you for all reasonable expenses properly and reasonably incurred by you in connection with the performance of your duties to the Company, subject to expenses being evidenced in such manner as the Board may require.

The Company shall be entitled (but is not obliged) to terminate your Appointment with immediate effect without compensation to you by summary notice in writing if at any time you:-

- (a) cease to be a director of the Company by virtue of, or become prohibited from being a director of the Company by, any provision of the laws of Hong Kong or other applicable jurisdiction;
- (b) become bankrupt, have a receiving order made against you, or make any arrangement or composition with your creditors generally;
- (c) are, or may be, mentally incapacitated and an order is made by a court claiming jurisdiction in that behalf (whether in Hong Kong or elsewhere) in matters concerning mental disorder for your detention or for the appointment of a receiver, *curator bonis* or other person by whatever name called to exercise powers with respect to your property or affairs;
- (d) notify the Company of your wish to resign, in which event you shall vacate office on the delivery of that notice to the Company or such later time as is specified in such notice; or
- (e) are convicted of an indictable offence.

The Company shall also be entitled to terminate your Appointment if:

- (a) notice of your removal from office in writing is served upon you signed by all the directors of the Company other than yourself;
- (b) the Company passes an ordinary resolution removing you from office pursuant to the Articles of Association; or
- (c) the Company passes an ordinary resolution removing you from office in accordance with any relevant provision of the laws of Hong Kong or the laws of the Cayman Islands applicable to the Company from time to time.

This letter shall automatically terminate if the shares of the Company are not listed on the Stock Exchange within six (6) months of the date of this letter.

On the termination of your appointment as an independent non-executive director hereunder (howsoever arising) becoming effective, you shall automatically retire from all of your positions on the Board and the committees of the Board (as applicable) with immediate effect. Further, you shall provide to the Stock Exchange, immediately upon such resignation, any information that the Stock Exchange may require pursuant to the Listing Rules.

The Model Code for Securities Transactions by Directors of Listed Issuers (the “**Model Code**”), as contained in Appendix C3 to the Listing Rules, sets a standard by the Stock Exchange against which directors must measure their conduct regarding transactions in securities of their listed issuers. The Model Code adopted by the Company:

- (a) has the purpose to ensure that directors of the Company do not deal in securities of the Company or associated corporations when either they or the Company itself are in possession of inside information; and
- (b) is designed to create a mechanism to avoid this in order to protect directors and the Company from liability.

Your attention is drawn to the rule in the Model Code that any breach of the required standard will be regarded as a breach of the Listing Rules. Accordingly, you are requested to seek to secure that all dealings in the Company’s securities, in which you are or are deemed to be

interested, be conducted in accordance with the Model Code. If at any time you have any questions or concern about proposed transactions in the Company's securities and the application of the Model Code, please contact the company secretary of the Company (the "**Company Secretary**") (as named in the prospectus of the Company (the "**Prospectus**")).

The Company has directors and officers liability insurance and intends to maintain such cover for the full term of your appointment. A copy of the policy document is available on request.

Please be aware and note that all information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior written clearance from the Chairman. Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of inside information. Consequently, you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

This letter relates solely to your service as an independent non-executive director on the Board and is not intended to create an employment relationship between the Company and yourself. As such, and unless otherwise provided in this letter or any contract of employment between the Company and you or as required by applicable laws, no provision of this letter shall give rise to any eligibility on your part to receive any retirement, health, welfare or any other employee benefits that may be applicable to employees of the Company under the laws of Hong Kong.

Please kindly confirm acceptance of your Appointment as stated herein by signing and returning to us a copy of this letter.

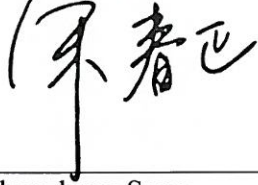
If at any time you have any comments or questions relating to your position as an independent non-executive director you are welcome to contact the undersigned or the Company Secretary.

On behalf of the Company and the Board, we look forward to your joining the Board and to your valued participation in the successful direction of the Company's activities.

[Signature pages follow]

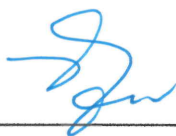
Yours faithfully,

For and on behalf of
JINGDONG Industrials, Inc.
京东工业股份有限公司

A handwritten signature in black ink, appearing to be '宋春正' (Song Chunzheng), written in a cursive style. The signature is positioned above a horizontal line.

Name: Chunzheng Song
Title: Director

I confirm my acceptance of my appointment as an independent non-executive director of the Company, subject to the terms and on the conditions set out in this letter.



Name: Po Fong Nancy Ku

Date: November 28, 2025

SCHEDULE I

CONFIDENTIAL INFORMATION AND DIRECTOR'S UNDERTAKINGS

1. You confirm that you owe a fiduciary duty and a duty of care and other duties at common law to the Company and that you shall not at any time during the term of your Appointment engage in any activities in competition with the Group's business or carry out any activities detrimental to the interests of any member of the Group.
2. You undertake to the Company that you will not either during the continuance of your Appointment or at any time thereafter divulge or communicate to any person whomsoever or to any body corporate or unincorporate, use or employ for your own purposes or for any purposes other than those of the Group, and shall prevent the unauthorised publication or disclosure or use of, any trade secret or any confidential information concerning the business or finances of any member of the Group (including, without limitation, all data, manuals and instructions, customer lists, business plans and forecasts, technical or other expertise and computer software, accounting and tax records, and correspondence which are confidential or not generally known) or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your Appointment.
3. Forthwith upon the termination of your Appointment, and at any other time if the Company shall so request, you shall deliver to the Company all books, records, documents, papers, materials, correspondence and accounts made or compiled by or delivered to you during your Appointment and concerning the business, finances or affairs of any member of the Group. For the avoidance of doubt, it is hereby declared that the property in all such documents and information as aforesaid shall at all times be vested in the relevant member of the Group.
4. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, in any country or place where any member of the Group has carried on business, carry on or be concerned or interested, directly or indirectly, whether as shareholder, employee, director, consultant, adviser, partner or agent and whether alone or jointly with others, in any types of business carried on by any member of the Group during the continuance of your Appointment, in competition with or in opposition to any business of any member of the Group (other than as a holder of not more than five per cent (5%) of the issued shares or debentures of any company listed on any recognised stock exchange).
5. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, in competition with any member of the Group, directly or indirectly, solicit or entice away from any member of the Group any person or body corporate or unincorporate who now is, or at any time during the term of the Appointment or as at the date of the termination of the Appointment was or may have become, a customer or supplier or prospective customer or supplier of any member of the Group and with whom you had personal contact or dealings during your Appointment.
6. You shall not at any time during the term of your Appointment and within one (1) year from the date of expiry or sooner determination thereof, either on your own account or in conjunction with or on behalf of any other person or body corporate or unincorporate, directly or indirectly, solicit or entice away from any member of the Group or employ or otherwise engage any person who now is, or at any time during the term of the

Appointment or as at the date of the termination of the Appointment was or may have become, an employee or consultant of any member of the Group and with whom you had contact during your Appointment.

7. While the parties consider the restrictions contained in this Schedule I to be reasonable in all the circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen. It is accordingly hereby agreed and declared that, if any such restrictions are adjudged to be void for any reason, but would be valid if part of the wordings thereof were deleted or the periods or scope (if any) thereof were reduced, such restriction shall apply with such modifications as may be necessary to make it valid and effective.
8. Each undertaking contained in this Schedule I shall be construed as a separate undertaking and if one or more of the undertakings is held to be against the public interest or unlawful or in any way an unreasonable restraint of trade, the remaining undertakings shall continue to bind you.
9. You shall avoid making any statements making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary (as named in the Prospectus) or an officer of the Company designated by the Board.