

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

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No.    )\***

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**MOMO INC.**  
(Name of Issuer)

**CLASS A ORDINARY SHARES, par value \$0.0001 per share**  
(Title of Class of Securities)

**60879B107\*\***  
(CUSIP Number)

**Timothy A. Steinert, Esq.  
Alibaba Group Holding Limited  
c/o Alibaba Group Services Limited  
26/F Tower One, Times Square  
1 Matheson Street, Causeway Bay  
Hong Kong  
Tel: +852.2215.5100**

With a copy to:

**Kathryn King Sudol, Esq.  
Simpson Thacher & Bartlett  
ICBC Tower – 35<sup>th</sup> Floor  
3 Garden Road, Central  
Hong Kong  
Tel: +852.2514.7600**

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

**April 5, 2016**

(Date of Event Which Requires Filing of this Statement)

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

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

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

\*\* This CUSIP number applies to the Issuer's American depositary shares ("ADSs"), each representing two Class A Ordinary Shares.

\*\*\* The Class A Ordinary Shares beneficially owned by the reporting persons were previously reported on a Schedule 13G filed on February 13, 2015. This Schedule 13D is being filed as a result of the events described in Item 4 below

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

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1. Name of Reporting Person  
Alibaba Investment Limited

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2. Check the Appropriate Box if a Member of a Group  
(a)  o  
(b)  x

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3. SEC Use Only

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4. Source of Funds  
AF, WC

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  o

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6. Citizenship or Place of Organization  
British Virgin Islands

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7. Sole Voting Power  
77,749,140 Class A Ordinary Shares <sup>(1)</sup>

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Number of Shares Beneficially Owned by Each Reporting Person With

8. Shared Voting Power  
0

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9. Sole Dispositive Power  
77,749,140 Class A Ordinary Shares <sup>(1)</sup>

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10. Shared Dispositive Power  
0

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
77,749,140 Class A Ordinary Shares <sup>(1)</sup>

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares  o

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13. Percent of Class Represented by Amount in Row (11)  
27.7% of Class A Ordinary Shares issued and outstanding <sup>(2)</sup> (representing 6.2% of the voting power of the total issued and outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) <sup>(3)</sup>)

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14. Type of Reporting Person  
CO

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(1) The Reporting Persons are deemed to beneficially own 77,749,140 Class A Ordinary Shares based on beneficial ownership of 76,269,140 Class A Ordinary Shares and 740,000 American depositary shares (the "ADSs"), representing 1,480,000 Class A Ordinary Shares.

(2) Based on an aggregate of 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) issued and outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K filed with the Securities and Exchange Commission on March 15, 2016, including 96,886,370 Class B Ordinary Shares issued and outstanding, as disclosed in the Schedule 13D filed by Gallant Future Holdings Limited, among other persons, with the Securities and Exchange Commission on April 6, 2016.

(3) Each Class B Ordinary Share is entitled to 10 votes per share, and each Class A Ordinary Share is entitled to one vote per share.

## 2. Check the Appropriate Box if a Member of a Group

(a) (b) 

## 3. SEC Use Only

4. Source of Funds  
WC5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) 6. Citizenship or Place of Organization  
Cayman Islands7. Sole Voting Power  
77,749,140 Class A Ordinary Shares <sup>(1)</sup>Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With8. Shared Voting Power  
09. Sole Dispositive Power  
77,749,140 Class A Ordinary Shares <sup>(1)</sup>10. Shared Dispositive Power  
011. Aggregate Amount Beneficially Owned by Each Reporting Person  
77,749,140 Class A Ordinary Shares <sup>(1)</sup>12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares 13. Percent of Class Represented by Amount in Row (11)  
27.7% of Class A Ordinary Shares issued and outstanding <sup>(2)</sup> (representing 6.2% of the voting power of the total issued and outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) <sup>(3)</sup>)14. Type of Reporting Person  
CO

(1) The Reporting Persons are deemed to beneficially own 77,749,140 Class A Ordinary Shares based on beneficial ownership of 76,269,140 Class A Ordinary Shares and 740,000 American depositary shares (the "ADSs"), representing 1,480,000 Class A Ordinary Shares.

(2) Based on an aggregate of 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) issued and outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K filed with the Securities and Exchange Commission on March 15, 2016, including 96,886,370 Class B Ordinary Shares issued and outstanding, as disclosed in the Schedule 13D filed by Gallant Future Holdings Limited, among other persons, with the Securities and Exchange Commission on April 6, 2016.

(3) Each Class B Ordinary Share is entitled to 10 votes per share, and each Class A Ordinary Share is entitled to one vote per share.

**Item 1. Security and Issuer**

The title and class of equity securities to which this Schedule 13D relates are the Class A Ordinary Shares of the Issuer. ADSs, each representing two Class A Ordinary Shares, of the Company are listed on the NASDAQ Global Select Market under the symbol "MOMO". The address of the principal executive offices of the Issuer is 20th Floor, Block B, Tower 2, Wangjing SOHO, No.1 Futongdong Street, Chaoyang District, Beijing 100102, People's Republic of China.

## Item 2. Identity and Background

This statement on Schedule 13D (the "Schedule 13D") constitutes an initial Schedule 13D filing on behalf of each Alibaba Investment Limited ("AIL"), a company organized under the laws of the British Virgin Islands, and Alibaba Group Holding Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("AGHL", and together with AIL, the "Reporting Persons"), with respect to the Class A ordinary shares, par value \$0.0001 per share ("Class A Ordinary Shares"), of Momo Inc., a Cayman Islands company (the "Issuer"), including certain Class A Ordinary Shares represented by ADSs. The agreement among the Reporting Persons relating to the joint filing of this Schedule 13D is attached hereto as Exhibit 99.1.

The business address of AIL and AGHL is c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. AGHL is a holding company of the Alibaba Group. AIL is a wholly-owned subsidiary of AGHL and principally engages in investment activities on behalf of AGHL. AGHL is a holding company which, through its subsidiaries and variable interest entities, operates leading online and mobile marketplaces in retail and wholesale trade, as well as provides cloud computing and other services.

The name, business address, citizenship and present principal occupation or employment of each executive officer and each member of the board of directors of each Reporting Person are set forth on Schedules A-1 and A-2 hereto and are incorporated herein by reference.

During the last five years, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any person named in Schedule A-1 or A-2, (a) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (b) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

This Schedule 13D is being filed because, under the facts and circumstances described in Items 2, 4 and 5, the Reporting Persons, and members of the Buyer Group (as defined in Item 4) that are not Reporting Persons, may be deemed to be a group within the meaning of Section 13(d)(3) of the Act. This filing is not being made as a result of any particular acquisitions or dispositions of Ordinary Shares by the Reporting Persons.

The descriptions of the principal terms of the Proposal (as defined below) under Item 4 are incorporated herein by reference in its entirety.

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## Item 4. Purpose of Transaction

On June 23, 2015, Yan Tang, Matrix Partners China II Hong Kong Limited ("Matrix"), Sequoia Capital China Investment Management L.P. ("Sequoia") and Huatai Ruilian Fund Management Co., Ltd. ("Huatai Ruilian", and together with Yan Tang, Matrix and Sequoia, the "Existing Buyer Group", and the Existing Buyer Group together with AIL and Rich Moon Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Yunfeng"), the "Buyer Group") jointly submitted a non-binding proposal (the "Proposal") to the Issuer's board of directors related to the proposed acquisition of all of the Ordinary Shares not beneficially owned by the Existing Buyer Group for cash consideration equal to US\$18.90 per ADS, or US\$9.45 per Class A Ordinary Share (the "Proposed Transaction").

On July 6, 2015, the Existing Buyer Group entered into a consortium agreement (the "Consortium Agreement"), pursuant to which the Existing Buyer Group will cooperate in connection with a possible acquisition transaction (the "Transaction") with respect to the Issuer as contemplated by the Proposal. The Consortium Agreement provides, among other things, for cooperation in arranging financing, engaging advisors and cooperation in preparing definitive documentation with respect to the Transaction. During the period beginning on the date of the Consortium Agreement and ending on the earlier of (a) 9-month after the date of the Consortium Agreement and (b) the termination of the Consortium Agreement on the mutual written agreement of the members of the Existing Buyer Group, members of the Existing Buyer Group have agreed to work exclusively with each other with respect to the Transaction (the "Exclusivity Period").

On April 5, 2016, AIL entered into an Adherence Agreement (the "AIL Adherence Agreement") pursuant to which it became a party to Consortium Agreement, and Yunfeng entered into an Adherence Agreement (the "Yunfeng Adherence Agreement") pursuant to which it agreed become a party to the Consortium Agreement.

On April 5, 2016, the Buyer Group entered into the Amendment No. 1 to the Consortium Agreement (the "Amendment to the Consortium Agreement"), pursuant to which, among other amendments, the Buyer Group amended the Exclusivity Period to extend until the earlier to occur of (i) April 5, 2017 and (ii) the mutually agreed termination of the members of the Buyer Group.

The Proposed Transaction is subject to a number of conditions, including, among other things, the negotiation and execution of a definitive merger agreement and other related agreements mutually acceptable in form and substance to the Issuer and the Buyer Group. Neither the Issuer nor any member of the Buyer Group is obligated to complete the Proposed Transaction, and a binding commitment with respect to the Proposed Transaction will result only from the execution of definitive documents, and then will be on the terms provided in such documentation.

If the Proposed Transaction is completed, the Issuer's ADSs would become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Act and would be delisted from the NASDAQ Global Select Market.

References to each of the Consortium Agreement, the Amendment to the Consortium Agreement, the AIL Adherence Agreement and the Proposal in this Schedule 13D are qualified in their entirety by reference to the Consortium Agreement, the Amendment to the Consortium Agreement, the AIL Adherence Agreement, the Yunfeng Adherence Agreement and the Proposal, copies of which are attached hereto as Exhibit 99.2, Exhibit 99.3, Exhibit 99.4, Exhibit 99.5 and Exhibit 99.6, respectively, and incorporated herein by reference in their entirety.

Except as indicated above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interests in Securities of the Issuer**

(a)-(b) The responses of each Reporting Person to Rows (7) through (13) of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5. The percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person is based on an aggregate of 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) issued and outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K filed with the Securities and Exchange Commission on March 15, 2016, including 96,886,370 Class B Ordinary Shares issued and outstanding, as disclosed in the Schedule 13D filed by Gallant Future Holdings Limited, among other persons, with the Securities and Exchange Commission on July 6, 2015. Each Class B Ordinary Share is entitled to 10 votes per share, and each Class A Ordinary Share is entitled to one vote per share.

Except as disclosed in this Schedule 13D, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A-1 or A-2 hereto, beneficially owns any Ordinary Shares or has the right to acquire any Ordinary Shares.

Except as disclosed in this Schedule 13D, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A-1 or A-2 hereto, presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

The Reporting Persons may be deemed to be a "group" with Yan Tang, Matrix, Sequoia, Huatai Ruilian and Yunfeng for purposes of Section 13(d) of the Act as a result of entering into the AIL Adherence Agreement to the Consortium Agreement (each as defined in Item 4). However, each of the Reporting Persons expressly disclaims beneficial ownership for all purposes of any of the Ordinary Shares and ADSs held by Yan Tang, Matrix, Sequoia, Huatai Ruilian or Yunfeng. The Reporting Persons are only responsible for the information contained in this Schedule 13D and assume no responsibility for information contained in any other Schedules 13D filed by Yan Tang, Matrix, Sequoia, Huatai Ruilian and/or Yunfeng.

(c) To the best knowledge of the Reporting Persons, none of the Reporting Persons nor any of the persons listed in Schedule A-1 or A-2 hereto has effected any transactions relating to the Ordinary Shares during the past 60 days.

(d) To the best knowledge of the Reporting Persons, no person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities beneficially owned by the Reporting Persons identified in this Item 5.

(e) Not applicable.

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

The information set forth and/or incorporated by reference in Items 2, 3, 4 and 5 is hereby incorporated by reference into this Item 6.

To the best knowledge of the Reporting Persons, except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise), including, but not limited to, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, between the persons enumerated in Item 2, and any other person, with respect to any securities of the Issuer, including any securities pledged or otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities other than standard default and similar provisions contained in loan agreements.

**Item 7. Material to Be Filed as Exhibits**

Exhibit	Description
99.1	Joint Filing Agreement, dated April 7, 2016, by and between the Reporting Persons.
99.2	Consortium Agreement, dated July 6, 2015, by and among Mr. Yan Tang, Matrix Partners China II Hong Kong Limited, Sequoia Capital China Investment Management L.P. and Huatai Ruilian Fund Management Co., Ltd.
99.3	Amendment No. 1 to the Consortium Agreement, dated April 5, 2016, by and among Mr. Yan Tang, Matrix Partners China II Hong Kong Limited, Sequoia Capital China Investment Management L.P., Huatai Ruilian Fund Management Co., Ltd., Alibaba Investment Limited and Rich Moon Limited.
99.4	Adherence Agreement, dated April 5, 2016, by Alibaba Investment Limited.
99.5	Adherence Agreement, dated April 5, 2016, by Rich Moon Limited.
99.6	Proposal Letter, dated June 23, 2015, submitted by Mr. Yan Tang, Matrix Partners China II Hong Kong Limited, Sequoia Capital China Investment Management L.P. and Huatai Ruilian Fund Management Co., Ltd.

## SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete and correct.

Dated: April 7, 2016

ALIBABA INVESTMENT LIMITED

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Title: Director

ALIBABA GROUP HOLDING LIMITED

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Title: Authorized Signatory

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## SCHEDULE A-1

### Directors and Executive Officers of Alibaba Investment Limited

The following table sets forth the names and present principal occupation of each director of Alibaba Investment Limited ("AIL"). Unless otherwise noted, the business address for each person listed below is c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. AIL does not have any executive officers.

<u>Name/Citizenship</u>	<u>Present Principal Occupation</u>
Timothy Alexander STEINERT, United States	General Counsel and Secretary of AGHL
YEN Ping Ching Samuel, Canada	Vice President of Finance of AGHL
WU Wei (aka Maggie), People's Republic of China	Chief Financial Officer of AGHL

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## SCHEDULE A-2

### Directors and Executive Officers of Alibaba Group Holding Limited

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of AGHL. Unless otherwise noted, the business address for each director listed below is c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. Unless otherwise noted, the business address for each executive officer listed below is 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013, People's Republic of China.

<u>Name/Citizenship</u>	<u>Present Principal Occupation</u>
Jack Yun MA, People's Republic of China 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013 People's Republic of China	Executive Chairman of AGHL
Joseph C. TSAI, Canada	Executive Vice Chairman of AGHL
Jonathan Zhaoxi LU, People's Republic of China 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013 People's Republic of China	Vice Chairman of AGHL
Daniel Yong ZHANG, People's Republic of China 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013 People's Republic of China	Director and Chief Executive Officer of AGHL
J. Michael EVANS, Canada	Director and President of AGHL
Masayoshi SON, Japan c/o SOFTBANK CORP. 1-9-1 Higashi-shimbashi	Director of AGHL; Chairman and Chief Executive Officer of SoftBank Group Corp.

Minato-ku, Tokyo, 105-7303 Japan	
Wan Ling Martello, United States	Independent Director of AGHL; Executive Vice President of Nestlé S.A.
Chee Hwa TUNG, Hong Kong	Independent Director of AGHL; Vice Chairman of the Twelfth National Committee of the Chinese People's Political Consultative Conference of the PRC
Walter Teh Ming KWAUK, Canada	Independent Director of AGHL; Senior Consultant of Motorola Solutions (China) Co., Ltd.
Jerry YANG, United States	Independent Director of AGHL; Founding Partner of AME Cloud Ventures
Börje E. EKHOLM, United States and Switzerland	Independent Director of AGHL; Head of Patricia Industries Division of Investor AB
Lucy Lei PENG, People's Republic of China	Chief People Officer of AGHL
WU Maggie Wei, People's Republic of China c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong	Chief Financial Officer of AGHL
Zhenfei LIU, People's Republic of China	Chief Risk Officer of AGHL
Trudy Shan DAI, People's Republic of China	Chief Customer Officer of AGHL
Timothy Alexander STEINERT, United States c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong	General Counsel and Secretary of AGHL
Jianhang JIN, People's Republic of China	President of AGHL
Jian WANG, People's Republic of China	Chairman of Technology Committee of AGHL
Jeff Jianfeng ZHANG, People's Republic of China	Chief Technology Officer of AGHL
Yongfu YU, People's Republic of China	President of Mobile Internet and Alimama Division of AGHL
Simon Xiaoming HU, People's Republic of China	President of Alibaba Cloud Computing Division of AGHL
Sophie Minzhi WU, People's Republic of China	President of Wholesale Marketplaces Division of AGHL
Peng JIANG, People's Republic of China	President of YunOS Division of AGHL

**Joint Filing Agreement**

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A Ordinary Shares, par value US\$0.0001 per share, of Momo Inc., a Cayman Islands company, and that this Agreement may be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

*[Remainder of this page has been left intentionally blank.]*

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**Signature Page**

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of April 7, 2016.

**Alibaba Group Holding Limited**

/s/ Timothy A. Steinert

Name: Timothy A. Steinert  
Title: General Counsel and Secretary

**Alibaba Investment Limited**

/s/ Timothy A. Steinert

Name: Timothy A. Steinert  
Title: Director

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**CONSORTIUM AGREEMENT**

**among**

**YAN TANG,**

**MATRIX PARTNERS CHINA II HONG KONG LIMITED,**

**SEQUOIA CAPITAL CHINA INVESTMENT MANAGEMENT L.P.**

**and**

**HUATAI RUILIAN FUND MANAGEMENT CO., LTD.**

**Dated as of July 6, 2015**

**Execution Version**

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**Execution Version**

THIS CONSORTIUM AGREEMENT (the “Agreement”) is made as of July 6, 2015, among (a) Yan Tang (“Mr. Tang”), (b) Matrix Partners China II Hong Kong Limited, a company incorporated under the laws of Hong Kong (“Matrix”), (c) Sequoia Capital China Investment Management L.P., a company organized and existing under the laws of the People’s Republic of China (“Sequoia”) and (d) Huatai Ruilian Fund Management Co., Ltd., a company organized and existing under the laws of the People’s Republic of China (“Huatai Ruilian”). Each of Mr. Tang, Matrix, Sequoia and Huatai Ruilian is referred to herein as a “Party.” and collectively as the “Parties.”

All defined terms used but not defined in the first place they appear in the Agreement are defined under Article XI hereof.

WHEREAS, the Parties propose to form a consortium (the “Consortium”) to undertake a transaction (the “Transaction”) to acquire Momo Inc., a Cayman Islands company operating primarily in China (the “Target”) which would result in a delisting of the Target from the NASDAQ Global Select Market (the “NASDAQ”) and deregistering the Target under the United States Securities Exchange Act of 1934, as amended (the “Exchange Act”);

WHEREAS, as part of the Transaction, the Parties propose to incorporate a new company (“Holdco”) under the laws of the Cayman Islands, and to cause Holdco to incorporate a direct or indirect wholly-owned subsidiary (“Merger Sub”) under the laws of the Cayman Islands. At the Closing, the Parties intend that (a) Merger Sub will be merged with and into the Target (the “Merger”), with the Target being the surviving company (the “Surviving Company”) and becoming a direct, wholly-owned subsidiary of Holdco, (b) each outstanding Target Ordinary Share, other than the Rollover Shares (as defined below), will be cancelled in consideration for the right to receive the merger consideration per Target Ordinary Share to be set forth in the Merger Agreement (as defined below) (the “Merger Consideration”); and (c) all remaining Target Ordinary Shares (or such other number of remaining Target Ordinary Shares as may be agreed upon by the Parties) held by the Parties or their respective affiliated investment vehicles, and his spouse and other family members, if applicable, or their respective affiliated investment vehicles, in each case as specified in Schedule A (collectively, the “Rollover Shares”) will be surrendered and cancelled for no consideration or contributed to Holdco for no consideration (subject to any exceptions to be agreed between the Parties);

WHEREAS, on June 23, 2015, the Parties submitted a non-binding proposal (the “Proposal”) to the Target’s board of directors in connection with the Transaction; and

WHEREAS, in accordance with the terms of this Agreement, the Parties will cooperate and participate in (a) the evaluation of the Target, including conducting due diligence, (b) discussions regarding the Proposal with the Target, and (c) the negotiation of the terms of the Documentation in connection with the Transaction (in which negotiations the Parties expect that the Target will be represented by a special committee of independent and disinterested directors of the Target), including an agreement and plan of merger among Holdco, Merger Sub and the Target in the form to be agreed by the Parties (the “Merger Agreement”), which shall be subject to the approval of the board of directors of the Target.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**Execution Version**

**ARTICLE I**

**HOLDCO OWNERSHIP; ADDITIONAL CONSORTIUM MEMBERS**

Section 1.01 Holdco Ownership and Arrangements .

(a) Prior to the execution of the Merger Agreement, the Parties shall (i) incorporate Holdco and shall cause Holdco to incorporate Merger Sub, and (ii) negotiate in good faith and use reasonable best efforts to agree upon the terms of the memorandum and articles of association of each of Holdco and Merger Sub. The Parties agree that the memorandum and articles of association of Merger Sub shall become the memorandum and articles of association of the Surviving Company at the Closing.

(b) Subsequent to the execution of the Merger Agreement and prior to the Closing, the Parties shall negotiate in good faith and use reasonable best efforts to enter into a shareholders’ agreement of Holdco that will take effect at the Closing, which shall include customary terms for transaction of similar nature (the “Shareholders’ Agreement”).

(c) Each Party shall, or shall use its commercially reasonable efforts to cause its Affiliate(s) to, in connection with the execution of the Merger Agreement, enter into a rollover agreement in customary form pursuant to which such Party will contribute at the Closing all Target Ordinary Shares (or such

other number of Target Ordinary Shares as may be agreed upon by the Parties) owned by him/it or his/its affiliated investment vehicles (if any), and his spouse and other family members, if applicable, or their respective affiliated investment vehicles (if any), to Holdco, and, if applicable and subject to the agreement among the Parties. Each Party shall, or shall use its reasonable best efforts to cause its Affiliate(s) to, in connection with the execution of the Merger Agreement, deliver a funding commitment letter in customary form, pursuant to which, such Party or its Affiliate(s), as applicable, will fund, at the Closing, cash to Holdco in an amount to be agreed upon by the Parties.

(d) The relative ownership of Holdco by the Parties (or their respective Affiliate(s)) shall be based on their relative capital contributions to Holdco pursuant to Section 1.01(c), whether in cash or in the form of Rollover Shares (with the Target Ordinary Shares contributed by the Parties (or their respective Affiliate(s)) being valued at the same per share consideration as provided in the Merger Agreement) or a combination of both, except as otherwise agreed to by all of the Parties in writing. For the avoidance of doubt, Target Class A Ordinary Shares shall be valued at the same per share consideration as Target Class B Ordinary shares.

Section 1.02 Additional Consortium Members . The Parties may together agree to admit one or more additional members (the “ Additional Members ”) of the Consortium which will provide equity capital and/or debt financing to the Consortium for the consummation of the Transaction. The admission of any Additional Member(s) is subject to the written consent of all Parties, which written consent shall not be unreasonably withheld. Any additional member admitted to the Consortium shall execute an adherence agreement to this Agreement in the form attached hereto as Schedule B (the “ Adherence Agreement ”) and upon its execution of the Adherence Agreement, such additional member shall become an Additional Member for the purposes of this Agreement.

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## ARTICLE II

### PARTICIPATION IN TRANSACTION; ADVISORS; APPROVALS

#### Section 2.01 Transaction Process .

(a) The Parties shall: (a) undertake due diligence with respect to the Target and its business as each Party deems necessary; (b) engage in discussions with the Target regarding the Proposal; and (c) negotiate in good faith (i) any amendments to the terms of the Proposal, if applicable, and (ii) the terms of the Documentation (including the terms of any other agreements between the Parties required to support the Proposal or to regulate the relationship between the Parties), in each case, which terms must be acceptable to each Party in their respective discretion.

(b) Each Party shall use its/his reasonable best efforts to execute a customary confidentiality agreement reasonably required by the Target for the purposes of gaining access to information with respect to the Target in connection with the Transaction.

Section 2.02 Information Sharing and Roles . Each Party shall cooperate in good faith in connection with the Proposal and the Transaction, including by (a) complying with any information delivery or other requirements entered into by Holdco, a Party or an Affiliate of a Party, (b) participating in meetings and negotiations with potential financing sources, if any, (c) sharing all information reasonably necessary to evaluate the Target, including technical, operational, legal, accounting and financial materials and relevant consulting reports and studies, (d) providing each other or Holdco with all information reasonably required concerning such Party or any other matter relating to such Party in connection with the Transaction and any other information a Party may reasonably require in respect of any other Party and its Affiliates for inclusion in the Documentation, (e) providing timely responses to requests by another Party for information, (f) applying the level of resources and expertise that such Party reasonably considers to be necessary and appropriate to meet its obligations under this Agreement, and (g) consulting with each other and otherwise cooperating in good faith on any public statements regarding the Parties’ intentions with respect to the Target, any issuance of which shall be subject to Section 7.01. Unless the Parties otherwise agree, none of the Parties shall commission a report, opinion or appraisal (within the meaning of Item 1015 of Regulation M-A of the Exchange Act). The Parties agree and confirm that none of the Parties shall provide any information in breach of any of its or his obligations or fiduciary duties to the Target.

#### Section 2.03 Appointment of Advisors .

(a) All joint Advisors, and the scope and other terms of such Advisors’ engagement, to Holdco and/or the Parties in connection with the Proposal and the Transaction shall be satisfactory to each Party.

(b) If a Party requires separate representation in connection with specific issues arising out of the Proposal or the Transaction or other matters contemplated by the Documentation that are not related to the other Parties in connection with the Proposal or Transaction, it may retain other Advisors to advise it; provided, that such Party shall (i)

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provide prior notice to the other Parties of such retention and (ii) be solely responsible for the fees and expenses of such separate Advisors unless otherwise agreed to in advance by the Parties in writing.

## ARTICLE III

### TRANSACTION COSTS

(a) Upon consummation of the Transaction, the Surviving Company shall reimburse the Parties for, or pay on behalf of the Parties, as the case may be, all of their out-of-pocket costs and expenses incurred in connection with the Transaction, including, without limitation, the costs and expenses associated with (i) the negotiation, delivery and execution of this Agreement and the other Documentation, (ii) the retention by the Consortium of Advisors, including financial due diligence advisors, if any, (iii) any actions taken in accordance with the terms of the Documentation, including regulatory filings made or to be made pursuant to the Merger Agreement, and (iv) the retention of Advisors by the Parties or the Consortium (other than fees, expenses and disbursement of any separate Advisors retained by a Party pursuant to Section 2.03(b) unless otherwise agreed to in advance by the Parties in writing) (collectively, the “Consortium Transaction Expenses”).

(b) Subject to the provisions of Section 4.01, if the Transaction is not consummated or this Agreement is terminated prior to the Closing of the Transaction (and Section 3.01(c) below does not apply), the Parties agree to share the Consortium Transaction Expenses allocated among the Parties in accordance with the Respective Proportion of each Party.

(c) If the Transaction is not consummated due to the unilateral breach of this Agreement by one or more Parties, then the breaching Party or Parties shall reimburse any non-breaching Party for all of its Consortium Transaction Expenses and any fees, expenses and disbursements of any separate Advisors retained by such non-breaching Party pursuant to Section 2.03(b)) without prejudice to any rights and remedies otherwise available to such non-breaching Party.

(d) Each Party shall be entitled to receive, on a pro rata basis in accordance with its Respective Proportion, any termination or other fees or amounts payable to Holdco or Merger Sub by the Target pursuant to the Merger Agreement, net of the expenses required to be borne by them pursuant to Section 3.01(b).

#### ARTICLE IV

##### LIMITATION OF LIABILITY

Section 4.01 Limitation of Liability . The obligations of each Party under this Agreement are several (and not joint or joint and several) and, except as set forth in Section 3.01(a) and Section 3.01(c), each Party’s obligation for fees and costs pursuant to Article III is capped at such Party’s Respective Proportion. If a Claim has arisen as a result of the fraud, willful misconduct or breach of this Agreement by a Party, then Liability for such Claim will rest solely with such Party.

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#### ARTICLE V

##### EXCLUSIVITY

Section 5.01 Exclusivity Period . During the Exclusivity Period each Party:

(a) shall and shall cause its respective Affiliates and Representatives to, work exclusively with the other Parties to implement the Transaction, including to (i) evaluate the Target; (ii) formulate any amendments to the terms of the Proposal, if applicable; (iii) prepare and submit to the Target the Merger Agreement; (iv) conduct negotiations, prepare and finalize the Documentation in the forms to be agreed by the Parties and (v) vote, or cause to be voted, at every shareholder meeting (whether by written consent or otherwise) all Securities against any Competing Proposal or matter that would facilitate a Competing Proposal and in favor of the Transaction;

(b) shall not, without the written consent of the other Parties, directly or indirectly, either alone or with or through any of its Affiliates or Representatives: (i) make a Competing Proposal or join with, or invite, any other person to be involved in the making of any Competing Proposal (including through any rollover investment therein); (ii) provide any information to any third party with a view to the third party or any other person pursuing or considering to pursue a Competing Proposal; (iii) finance or offer to finance any Competing Proposal, including by offering any equity or debt finance, or contribution of Securities or provision of a voting agreement, in support of any Competing Proposal; (iv) enter into any written or oral agreement, arrangement or understanding (whether legally binding or not) regarding, or do, anything which is directly inconsistent with the Transaction as contemplated under this Agreement; (v) acquire (other than pursuant to share incentive plans of the Target) or dispose of any Securities, or directly or indirectly (A) sell, offer to sell, give, pledge, encumber, assign, grant any option for the sale of or otherwise transfer or dispose of, or enter into any agreement, arrangement or understanding to sell or otherwise transfer or dispose of, an interest in any Securities (“Transfer”) or permit the Transfer by any of their respective Affiliates of an interest in any Securities, in each case, except as expressly contemplated under this Agreement and the Documentation, (B) enter into any contract, option or other arrangement or understanding with respect to a Transfer or limitation on voting rights of any of the Securities, or any right, title or interest thereto or therein, or (C) deposit any Securities into a voting trust or grant any proxies or enter into a voting agreement, power of attorney or voting trust with respect to any Securities, (vi) take any action that would have the effect of preventing, disabling or delaying the Party from performing its obligations under this Agreement; or (vii) solicit, encourage, facilitate, induce or enter into any negotiation, discussion, agreement or understanding (whether or not in writing) with any other person regarding the matters described in Section 5.01(a) or (b);

(c) shall immediately cease and terminate, and cause to be ceased and terminated, all existing activities, discussions, conversations, negotiations and other communications (whether conducted by it or any of its Affiliates or Representatives) with all persons conducted heretofore with respect to a Competing Proposal; and

(d) notify the other Parties promptly if it, its Affiliates or any of its Representatives receives any approach or communication with respect to any Competing Proposal and shall promptly disclose to the other Parties the identity of any other persons involved and the nature and content of the approach or communication, and promptly provide copies of any such written Competing Proposal.

**ARTICLE VI**

**TERMINATION**

Section 6.01 Failure to Agree; Mutual Termination; Termination After Execution of Documentation .

(a) Prior to the execution of the Merger Agreement, if the Parties, after good faith endeavors to pursue the Transaction in compliance with the other sections of this Agreement, are unable to agree either (i) as between themselves upon the material terms of the Transaction or (ii) with the Special Committee on the material terms of the Transaction which the Special Committee agrees to recommend to the public shareholders of the Target, then (A) any Party may cease its participation in the Transaction upon prior written notice to the other Parties; and (B) this Agreement shall terminate with respect to such withdrawing Party thereafter, following which the provisions of Section 6.02(a) will apply.

(b) This Agreement shall terminate without any further action on the part of any Party upon the expiration (including any extensions thereof) of the Exclusivity Period unless Holdco and the Company have entered into the Merger Agreement prior to such expiration.

(c) This Agreement shall terminate at any time upon the mutual written agreement of the Parties.

(d) After the execution of the Merger Agreement, this Agreement shall terminate without any further action on the part of any Party, upon the earlier of (i) the date the Transaction is consummated, or (ii) the date that the Merger Agreement is validly terminated in accordance with its terms.

Section 6.02 Effect of Termination .

(a) Upon termination of this Agreement with respect to a Party pursuant to Section 6.01(a), Article III (Transaction Costs), Article IV (Limitation of Liability), Article V (Exclusivity), Article VI (Termination), Section 7.02 (Confidentiality), Article VIII (Notices) and Article X (Miscellaneous) shall continue to bind such Party and such Party shall be liable under Article III for its Respective Proportion of any costs and expenses for which it is obligated under Section 3.01(b) incurred prior to the termination of this Agreement with respect to such Party. The Parties shall otherwise not be liable to each other in relation to this Agreement, other than in respect of a breach of this Agreement by such Party occurring prior to termination.

(b) Upon termination of this Agreement with respect to a Party pursuant to Section 6.01(b), Section 6.01(c) or Section 6.01(d), Article III (Transaction Costs), Article IV (Limitation of Liability), Article VI (Termination), Section 7.02 (Confidentiality), Article VIII (Notices) and Article X (Miscellaneous) shall continue to bind such Party and such Party shall be liable under Article III for its Respective Proportion of any costs and expenses for which it is obligated under Section 3.01(b) incurred prior to the termination of this Agreement with respect to such Party. The Parties shall otherwise not be liable to each other in relation to this Agreement, other than in respect of a breach of this Agreement by such Party occurring prior to termination.

**ARTICLE VII**

**ANNOUNCEMENTS AND CONFIDENTIALITY**

Section 7.01 Announcements . No announcements regarding the subject matter of this Agreement shall be issued by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, except to the extent that any such announcements are required by law, a court of competent jurisdiction, a regulatory body or international stock exchange (but only as far as practicable and lawful after the form and terms of that disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment on the form and terms of disclosure, in each case, to the extent reasonably practicable).

Section 7.02 Confidentiality .

(a) Except as permitted under Section 7.03, each Party shall not, and shall direct that its Representatives do not, without the prior written consent of the other Parties, disclose any Confidential Information received by it (the “ Recipient ”) from any other Party (the “ Discloser ”). Each Party shall not and shall direct its Representatives not to, use any Confidential Information for any purpose other than for the purposes of this Agreement or the Transaction.

(b) Subject to Section 7.02(c), the Recipient shall safeguard and return to the Discloser any Confidential Information which falls within paragraph (a) of the definition of Confidential Information, on demand, or in the case of electronic data (other than any electronic data stored on the back-up tapes of the Recipient’s hardware), destroy at the option of the Recipient, any Confidential Information contained in any material in its or its Representatives’ possession or control.

(c) Each Party may retain in a secure archive a copy of the Confidential Information referred to in Section 7.02(b) if the Confidential Information is required to be retained by such Party for regulatory purposes or in connection with a bona fide document retention policy.

(d) Each Party acknowledges that, in relation to Confidential Information received from the other Party, the obligations contained in Section 7.02(a) shall continue to apply for a period of twenty-four (24) months following termination of this Agreement unless otherwise agreed in writing.

Section 7.03 Permitted Disclosures . A Party may make disclosures (a) to those of its Representatives as such Party reasonably deems necessary to give effect to or enforce this Agreement (including potential sources of capital) but only on a confidential basis; (b) if required by law or a court of competent jurisdiction, the SEC, the NASDAQ or another regulatory body or international stock exchange having jurisdiction over a Party or pursuant to whose rules and regulations such disclosure is required to be made, but only as far as practicable and lawful after the form and terms of that disclosure have been notified to the other Parties and the other Parties have had a reasonable opportunity to comment on the form and terms of disclosure, in each case, to the extent reasonably practicable; or (c) if the information is publicly available other than through a breach of this Agreement by such Party or its Representatives.

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## ARTICLE VIII

### NOTICES

Section 8.01 Notices . Any notice, request, instruction or other document to be given hereunder by any Party to another Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by facsimile, overnight courier or electronic mail:

If to Mr. Yan Tang:

Mr. Yan Tang  
Momo Inc.  
20th Floor, Block B  
Tower 2, Wangjing SOHO  
No.1 Futongdong Street  
Chaoyang District, Beijing 100102  
People's Republic of China  
Facsimile: +86 5907-1733  
E-mail: tang.yan@immomo.com

If to Matrix:

Matrix Partners  
Suite 08, 20th Floor,  
One International Finance Centre  
1 Harbour View Street, Central, Hong Kong  
Attention: Matrix Partners HK Management Limited,  
David Zhang / Harry Man  
Facsimile: +852 3669-8008  
E-mail: [david.zhang@matrixpartners.com.cn](mailto:david.zhang@matrixpartners.com.cn) ;  
[harry.man@matrixpartners.com.cn](mailto:harry.man@matrixpartners.com.cn) ; [notice@matrixpartners.com.cn](mailto:notice@matrixpartners.com.cn)

If to Sequoia:

Sequoia Capital China Room 3606  
China Central Place Tower 3  
Jianguo Road  
Beijing 100025  
People's Republic of China  
Attention: Kui Zhou  
Facsimile: +8610-8447-5669  
E-mail: [zhou@sequoiacap.com](mailto:zhou@sequoiacap.com)

If to Huatai Ruilian:

Huatai Ruilian Fund Management Co., Ltd.  
Room 1501, 15 th Floor, 28#  
Fengshenghutong, Xicheng District  
Beijing, 100032  
People's Republic of China Attention: Andi Chen  
Facsimile: +86-10-63134085  
E-mail: [chenandi@htsc.com](mailto:chenandi@htsc.com)

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or to such other address or facsimile number or email address as such Party may hereafter specify for the purpose by notice to the other Party hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to

6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or email, shall be deemed received upon confirmation of delivery.

## ARTICLE IX

### REPRESENTATIONS AND WARRANTIES

Section 9.01 Representations and Warranties . Each Party hereby represents and warrants (on behalf of such Party only) to other Parties that (a) it has the requisite power and authority or, in the case of Mr. Yan Tang, the legal capacity and right to execute, deliver and perform this Agreement, (b) except in the case of Mr. Yan Tang, the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such person and no additional proceedings are necessary to approve this Agreement, and (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement enforceable against such Party in accordance with the terms hereof. Each Party further represents and warrants (on behalf of such Party only) to other Parties that (a) its execution, delivery and performance (including the provision and exchange of information) of this Agreement will not (i) conflict with, require a consent, waiver or approval under, or result in a breach of or default under, any of the terms of any contract or agreement to which such person is a party or by which such person is bound or office such person holds; (ii) violate any order, writ, injunction, decree or statute, or any rule or regulation, applicable to such person or any of the properties or assets of such person; or (iii) result in the creation of, or impose any obligation on such person to create, any lien, charge or other encumbrance of any nature whatsoever upon such person's properties or assets, and (b) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of such Party.

Section 9.02 Target Ordinary Shares . Each Party further represents and warrants (on behalf of such Party only) to other Parties that as of the date of this Agreement, (a) unless otherwise disclosed in Schedule A, such Party or its Affiliates hold (i) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its or its Affiliate's name on Schedule A hereto, and (ii) the other Securities set forth under the heading "Other Securities" next to its or its Affiliate's name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions (except for such encumbrances or restrictions placed pursuant to the memorandum and articles of association of Target or share incentive plans of Target); (b) unless otherwise disclosed in Schedule A, such Party has the sole right to control the voting and disposition of the Target Ordinary Shares (if any) and any other Securities (if any) held by such Party or its Affiliates; and (c) such Party does not own, directly or indirectly, any Target Ordinary Shares or other

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Securities other than as set forth on Schedule A hereto. For purposes of this Section 9.02, "owns" means the relevant Party (x) is the record holder of such security or (y) is the "beneficial owner" (within the meaning of Rule 13d-3 under the Exchange Act) of such security.

Section 9.03 Separate Representations and Warranties . Each representation and warranty in Section 9.01 and Section 9.02 is a separate representation and warranty. The interpretation of any representation and warranty may not be restricted by reference to or inference from any other representation and warranty.

Section 9.04 Reliance . Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and in reliance upon (among other things) the representations and warranties in Section 9.01 and Section 9.02 and have been induced by it to enter into this Agreement.

## ARTICLE X

### MISCELLANEOUS

Section 10.01 Entire Agreement . This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreements or arrangements among them or between any of them relating to its subject matter.

Section 10.02 Further Assurances . Each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

Section 10.03 Severability . If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

Section 10.04 Amendments; Waivers . Neither this Agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by the Parties. No provision of this Agreement may be waived, discharged or terminated other than by an instrument in writing signed by the Party against whom the enforcement of such waiver, discharge or termination is sought. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.05 Language . The official text of this Agreement and any notices given or made hereunder shall be in English.

Section 10.06 Assignment; No Third Party Beneficiaries . Other than as provided herein, the rights and obligations of each Party shall not be assigned without the prior consent of other Parties; *provided, however* , a Party may assign its respective rights and

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obligations under this Agreement, in whole or in part, to any affiliated investment funds of the Party, any limited partners or investment vehicles of the Party or such funds (other than any portfolio companies of the Party or such funds) and, subject to the consent of the other Parties (not to be unreasonably withheld or delayed), any other co-investors of the Party (as the case may be), but no such assignment shall relieve the Party from any of its obligations hereunder. This Agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the Parties. Nothing in this Agreement, whether express or implied, is intended to or shall confer upon any person, other than the Parties and their heirs, successors, legal representatives and permitted assigns, any rights, benefits, claims or remedies whatsoever under or by reason of this Agreement or any provision hereof.

Section 10.07 No Partnership or Agency . The Parties are independent and nothing in this Agreement constitutes a Party as the trustee, fiduciary, agent, employee, partner or joint venturer of the other Party.

Section 10.08 Counterparts . This Agreement may be executed in counterparts and all counterparts taken together shall constitute one document. This Agreement shall not be effective until each Party has executed at least one counterpart. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

Section 10.09 Governing Law . This Agreement shall be governed by, and construed in accordance with, the substantive laws of the Hong Kong Special Administrative Region without regard to the conflicts of laws principles thereof.

Section 10.10 Dispute Resolution .

(a) Subject to Section 10.11, any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 10.10. The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

(b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 10.10, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and,

notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 10.10(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 10.11 in any way.

Section 10.11 Remedies . Without prejudice to the rights and remedies otherwise available to any Party, including the right to claim money damages for breach of any provision hereof, any Party may bring an action for specific performance and/or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement.

## ARTICLE XI

### DEFINITIONS AND INTERPRETATION

Section 11.01 Definitions . In this Agreement, unless the context requires otherwise: -

“ADSs” means the American depository shares of the Target, each of which currently represents two Target Class A Ordinary Shares.

“Advisors” means the legal, accounting, banking and other advisors and/or consultants of the Consortium, Holdco, the Parties and/or a Party (including their respective Affiliate(s)), as the case may be, appointed in connection with the Transaction.

“Affiliate” means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with such specified person and “Affiliates” shall be construed accordingly. Solely for the purpose of this Agreement, “Affiliate” shall include (i) a person’s spouse or other family member(s) and each such person’s Affiliate(s) and (ii) where a person is an investment fund (or an Affiliate thereof), any general partner or management company of such person and any investment fund (including any Affiliate thereof) now or hereafter existing which is Controlled by any general partner or management company operating under the same umbrella fund name. For the avoidance of doubt, an Affiliate of Huatai Ruilian shall not include either China Southern Asset Management Co., Ltd. (中国南方资产管理公司) or Huatai-PineBridge Fund Management Co., Ltd. (华泰柏瑞基金管理有限公司). Notwithstanding the foregoing, the Parties acknowledge and agree that (a) the name “Sequoia Capital” is commonly used to describe a variety of entities (collectively, the

“Sequoia Entities”) that are affiliated by ownership or operational relationship and engaged in a broad range of activities related to investing and securities trading and (b) notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not be binding on, or restrict the activities of, any (i) Sequoia Entity outside of the Sequoia China Sector Group or (ii) entity primarily engaged in investment and trading in the secondary securities market. For purposes of the foregoing, the “Sequoia China Sector Group” means all Sequoia Entities (whether currently existing or formed in the future) that are principally focused on companies located in, or with connections to, the People’s Republic of China.

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“Agreement” means this Consortium Agreement, as amended, modified or supplemented from time to time in accordance with its terms.

“Arbitrator” has the meaning given in Section 10.10.

“Business Day” means any day (other than a Saturday or a Sunday) on which banks generally are open in the People’s Republic of China, Hong Kong and in New York, New York, for the transaction of normal banking business.

“Claim” means a claim against any one or more of the Parties arising from or relating to the Transaction in respect of which a Party is, or is sought to be, made liable to pay any sum of money to any person other than a Party (or any of their respective Affiliates), whether on a joint and several basis or on any other basis.

“Closing” means the consummation of the Transaction.

“Competing Proposal” means a proposal, offer or invitation to the Company, any Party or any of a Party’s Affiliates (other than the Proposal), that involves the acquisition of Control of the Target, a sale of all or a substantial part of the assets of the Target, a restructuring or recapitalization of the Target, or some other transaction that would adversely affect, prevent or materially reduce the likelihood of the consummation of the Transaction with the Parties.

“Confidential Information” includes (a) all written, oral or other information obtained in confidence by one Party from any other Party in connection with this Agreement or the Transaction, unless such information is already known to such Party or to others not known by such Party to be bound by a duty of confidentiality or such information is or becomes publicly available other than through a breach of this Agreement by such Party and (b) the terms of, and any negotiations or discussions relating to, the Proposal.

“Control” means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, contract or otherwise.

“Discloser” has the meaning given in Section 7.02(a).

“Documentation” means the documentation required to implement the Transaction, including the Proposal, the Merger Agreement, the Shareholders’ Agreement, debt financing documents, if any, filings with the SEC and other governmental agencies, and ancillary documentation, in each case, in the form to be agreed by the Parties.

“Exchange Act” has the meaning given in the recitals.

“Exclusivity Period” means the period beginning on the date hereof and ending on the first to occur of (a) the date nine (9) months after the date hereof and (b) the mutually agreed termination of this Agreement pursuant to Section 6.01(b).

“HKIAC” has the meaning given in Section 10.10.

“Holdco” has the meaning given in the recitals.

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“Liability” means a liability to pay a sum of money arising pursuant to a Claim (which sum is deemed to include all legal and other costs, damages, losses and expenses incurred in connection with (or arising directly or indirectly from) defending, disputing or otherwise dealing with any such Claim) where the liability arises from a judgment given by a court of competent jurisdiction, the final decision given in any binding arbitration proceedings or the agreed settlement of the Claim.

“Merger” has the meaning given in the recitals.

“Merger Agreement” has the meaning given in the recitals.

“Merger Consideration” has the meaning given in the recitals.

“Merger Sub” has the meaning given in the recitals.

“NASDAQ” has the meaning given in the recitals.

“Parties” has the meaning given in the preamble.

“ Proposal ” has the meaning given in the recitals.

“ Recipient ” has the meaning given in Section 7.02(a).

“ Representative ” of a Party means such Party’s officers, managers, directors, general partners, employees, outside counsel, accountants, consultants, financial advisors, potential sources of equity or debt financing (and their respective counsel).

“ Respective Proportion ” means, with respect to a Party, the proportion that such Party’s (and its Affiliates) planned equity participation in Holdco bears to the aggregate amount of all of the Parties’ (and their respective Affiliates) planned equity participation in Holdco.

“ Rollover Shares ” has the meaning given in the recitals.

“ SEC ” means the United States Securities and Exchange Commission.

“ Securities ” means (a) any ADSs, (b) any shares in the Target, and (c) any warrants, options and any other securities which are convertible into or exercisable for ADSs or shares in the Target.

“ Shareholders’ Agreement ” has the meaning given in Section 1.01(b).

“ Special Committee ” means a special committee of independent, disinterested directors of the Target that has been established to be responsible for, among other matters, evaluating the Transaction and negotiating the terms of the Transaction with the Consortium.

“ Surviving Company ” has the meaning given in the recitals.

“ Target ” has the meaning given in the recitals.

“ Target Class A Ordinary Shares ” means Class A ordinary shares, par value US\$0.0001 per share, of Target.

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**Execution Version**

“ Target Class B Ordinary Shares ” means Class B ordinary shares, par value US\$0.0001 per share, of Target.

“ Target Ordinary Shares ” means, collectively, the issued and outstanding Target Class A Ordinary Shares (including the Target Class A Ordinary Shares represented by ADSs) and the issued and outstanding Target Class B Ordinary Shares, and a “ Target Ordinary Share ” means a Target Class A Ordinary Share or a Target Class B Ordinary Share, as the context may require.

“ Transaction ” has the meaning given in the recitals.

“ Transfer ” has the meaning given in Section 5.01(b).

Section 11.02 Statutory Provisions . All references to statutes, statutory provisions, enactments, directives or regulations shall include references to any consolidation, reenactment, modification or replacement of the same, any statute, statutory provision, enactment, directive or regulation of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time.

Section 11.03 Recitals and Schedules . References to this Agreement include the recitals and schedules which form part of this Agreement for all purposes. References in this Agreement to the Parties are references respectively to the Parties and their legal personal representatives, successors and permitted assigns.

Section 11.04 Meaning of References . In this Agreement, unless the context requires otherwise:

(a) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;

(b) references to a “person” shall include any individual, firm, body corporate, unincorporated association, government, state or agency of state, association, joint venture or partnership, in each case whether or not having a separate legal personality. References to a “company” shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

(c) references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation;

(d) any reference to “writing” or “written” includes any method of reproducing words or text in a legible and non-transitory form;

(e) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;

(f) references to “US\$” are to the lawful currency of the United States of America, as at the date of this Agreement; and

(g) references to “Target Ordinary Shares” shall include Target Ordinary Shares represented by ADSs.

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Section 11.05 Headings . Section and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction.

Section 11.06 Negotiation of the Agreement . The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

*[Signature page follows.]*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**Yan Tang**

/s/ Yan Tang

[Signature Page to Consortium Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**Matrix Partners China II Hong Kong Limited**

By: /s/ Yibo Shao

Name: Yibo Shao

Title: Director

[Signature Page to Consortium Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**Sequoia Capital China Investment Management L.P.**

By: /s/ Kui Zhou

Name: Kui Zhou

Title: Authorized signatory

[Signature Page to Consortium Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

**Huatai Ruilian Fund Management Co., Ltd.**

By: /s/ Zhijie Chen

Name: Zhijie Chen

Title: Director

[Signature Page to Consortium Agreement]

## SCHEDULE A

## EXISTING SHARE OWNERSHIP

	Target Ordinary Shares			Other Securities
	Target Class A Ordinary Shares	Target Class B Ordinary Shares	ADSS	
<b>Parties and Investment Vehicles Affiliated with the Parties</b>				
Yan Tang	—	96,886,370	—	(3) 2,462,500
Gallant Future Holdings Limited (1)	—	96,886,370	—	—
Matrix Partners China II Hong Kong Limited (2)			6,600,000 (representing 13,200,000 Target Class A Ordinary Shares)	(4) 284,375
Sequoia Capital China Investment Management L.P.	52,770,897	—	—	—
SCC Growth I Holdco A, Ltd. (5)	2,063,441	—	—	—
Sequoia Capital China GF Holdco III-A, Ltd. (5)	11,348,923	—	—	—
SC China Growth III Co-Investment 2014-A, L.P. (5)	5,158,602	—	—	—
Huatai Ruilian Fund Management Co., Ltd.	—	—	—	—

## Notes:

- Gallant Future Holdings Limited is incorporated in the British Virgin Islands and is wholly owned by a family trust controlled by Mr. Tang.
- Matrix Partners China II Hong Kong Limited is a limited company incorporated in Hong Kong. Matrix Partners China II Hong Kong Limited is controlled and 90%-owned by Matrix Partners China II, L.P., and the remaining 10% shares is held by Matrix Partners China II-A, L.P. The general partner of Matrix Partners China II, L.P. and Matrix Partners China II-A, L.P. is Matrix China II GP GP, Ltd. The directors of Matrix China II GP GP, Ltd. are David Ying Zhang, Timothy A. Barrows, David Su and Yibo Shao. Mr. Zhang, Mr. Barrows, Mr. Su and Mr. Shao share power to direct the voting and disposition of shares of our company directly or indirectly held by Matrix China II GP GP, Ltd.
- Includes (i) 1,968,750 Target Class A Ordinary Shares that Mr. Tang is entitled to acquire within 60 days from the date of this Agreement upon exercise of share options held by Mr. Tang under the share incentive plans of Target, and (ii) 493,750 Target Class A Ordinary Shares that Ms. Sichuan Zhang, the wife of Mr. Tang, is entitled to acquire within 60 days from the date of this Agreement upon exercise of share options held by Ms. Zhang under the share incentive plans of Target.
- Includes 284,375 Target Class A Ordinary Shares that Mr. David Ying Zhang is entitled to acquire within 60 days from the date of this Agreement upon exercise of share options held by Mr. Zhang under the share incentive plans of Target.
- Sequoia Capital China Growth Fund Management I, L.P. is the general partner of Sequoia Capital China Growth Fund I, L.P. Sequoia Capital China Growth Fund I, L.P. owns 100% of the outstanding ordinary shares of SCC Growth I Holdco A, Ltd. SC China Growth III Management, L.P. is the general partner of Sequoia Capital China Growth Fund III, L.P. and SC China Growth III Co-Investment 2014-A, L.P. Sequoia Capital China Growth Fund III, L.P. owns 100% of the outstanding ordinary shares of Sequoia Capital China GF Holdco III-A, Ltd. SC China Holding Limited is the general partner of Sequoia Capital China Growth Fund Management I, L.P. and SC China Growth III Management, L.P. SNP China Enterprises Limited is the director of, and wholly owns, SC China Holding Limited. Nan Peng Shen is the director of, and wholly owns, SNP China Enterprises Limited.

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## SCHEDULE B

## ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT (this “Agreement”) is entered into on \_\_\_\_\_, 201

BY:

[ **New Member** ], a [limited liability company] organized and existing under the laws of [·] with its registered address at [·] (the “New Member”).

## RECITALS:

(A) On [·], 2015, the parties listed on Annex A to this Agreement (the “Existing Members”) entered into a consortium agreement (the “Consortium Agreement”) and proposed to undertake an acquisition transaction (the “Transaction”) with respect to Momo Inc. (the “Target”), a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the “NASDAQ”), pursuant to which the Target would be delisted from the NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended.

(B) Additional members may be admitted to the Consortium pursuant to Section 1.02 of the Consortium Agreement.

(C) The New Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

**THIS AGREEMENT WITNESSES** as follows:

#### Defined Terms And Construction

Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

#### Undertakings

##### Assumption of obligations

The New Member undertakes to each other Party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the New Member and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the New Member as if the New Member had been a Party under the Consortium Agreement at the date of execution thereof.

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**Execution Version**

#### Representations And Warranties

The New Member represents and warrants to each of the other Parties as follows:

##### (1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in preamble 1 of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

##### (2) Due Authorization

It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the New Member has been duly authorized by all necessary action on behalf of the New Member.

##### (3) Legal, Valid and Binding Obligation

This Agreement has been duly executed and delivered by the New Member and constitutes the legal, valid and binding obligation of the New Member, enforceable against it in accordance with the terms hereof.

##### (4) Ownership

As of the date of this Agreement, (i) the New Member holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the New Member has the sole right to control the voting and disposition of such Target Ordinary Shares (if any) and any other Securities (if any) held by it; and (iii) none of the New Member and its Affiliates owns, directly or indirectly, any Target Ordinary Shares or other Securities, other than as set forth on Schedule A hereto.

##### (5) Reliance

Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) and have been induced by them to enter into this Agreement.

#### Notice

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail address provided under the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice,

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**Execution Version**

request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or electronic mail, shall be deemed received upon confirmation of delivery.

#### Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

#### Dispute Resolution.

Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6(a). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6(a) in any way.

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**Execution Version**

#### Specific Performance.

Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

*[Signature page follows.]*

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**Execution Version**

IN WITNESS WHEREOF, the New Member has caused this Agreement to be duly executed by its respective authorized officers as of the day and year first above written.

**[New Member's Name]**

By: \_\_\_\_\_  
Name:  
Position:

Notice details

Address:  
Email:  
Facsimile:

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## ANNEX A (ADHERENCE AGREEMENT)

## EXISTING MEMBERS

Mr. Yan Tang

Matrix Partners China II Hong Kong Limited

Sequoia Capital China Investment Management L.P.

Huatai Ruilian Fund Management Co., Ltd.

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## SCHEDULE A (ADHERENCE AGREEMENT)

## SHARES HELD OF RECORD

New Member	Shares Held Record			Other Securities
	Target Class A Ordinary Shares	Target Class B Ordinary Shares	ADS s	
[New Member's Name]				

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**AMENDMENT NO. 1 TO THE CONSORTIUM AGREEMENT**

This **AMENDMENT NO. 1 TO THE CONSORTIUM AGREEMENT**, dated as of April 5, 2016 (this "Amendment"), is made by and among (a) Yan Tang ("Mr. Tang"), (b) Matrix Partners China II Hong Kong Limited, a company incorporated under the laws of Hong Kong ("Matrix"), (c) Sequoia Capital China Investment Management L.P., a company organized and existing under the laws of the People's Republic of China ("Sequoia"), (d) Huatai Ruilian Fund Management Co., Ltd., a company organized and existing under the laws of the People's Republic of China ("Huatai Ruilian" and together with Mr. Tang, Matrix and Sequoia, the "Original Parties"), (e) Alibaba Investment Limited, a limited liability company incorporated under the laws of the British Virgin Islands ("Alibaba") and (f) Rich Moon Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Yunfeng").

**WHEREAS**, on July 6, 2015, the Original Parties entered into a Consortium Agreement (the "Agreement"); and

**WHEREAS**, on April 5, 2016, each of Alibaba and Yunfeng was admitted as an addition member of the Consortium (as defined in the Agreement) and became a party to the Agreement by virtue of the execution and delivery of an adherence agreement in the form attached to the Agreement.

1. The parties hereto hereby agree to amend the Agreement as follows:

(a) The definition of "Exclusivity Period" in Section 11.01 of the Agreement is hereby deleted in its entirety and replaced with the following definition:

"Exclusivity Period" means the period beginning on July 6, 2015 and ending on the first to occur of (a) April 5, 2017 and (b) the mutually agreed termination of this Agreement pursuant to Section 6.01(b).

(b) The following new Section 5.02 shall be added:

"Section 5.02 Alibaba Exclusivity Obligations. With respect to the obligations of Alibaba pursuant to Section 5.01, (a) "Affiliates" of Alibaba solely for purposes of Section 5.01 shall be deemed to mean, and be limited to, Alibaba Group Holding Limited and any entity of which Alibaba Group Holding Limited, directly or indirectly, owns a majority of its voting securities and (ii) Section 5.01 shall not apply to any Representatives of Alibaba except if any such Representative is directly or indirectly acting for, on behalf of or at the direction of Alibaba or any of its Affiliates (as such term has been modified pursuant to this Section 5.02)."

2. This Amendment shall be deemed incorporated into, and form a part of, the Agreement and have the same legal validity and effect as the Agreement. Except as expressly amended hereby, all terms and provisions of the Agreement are and shall remain in full force and effect, and all references to the Agreement shall hereafter refer to the Agreement as amended by this Amendment, and as it may hereafter be further amended or restated.

3. The provisions of Article X (Miscellaneous) of the Agreement shall apply *mutatis mutandis* to this Amendment.

4. This Amendment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party; provided that a facsimile or e-mail signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or e-mail signature, as applicable.

[Remainder of Page Left Blank Intentionally]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**YAN TANG**

/s/ YAN TANG

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**MATRIX PARTNERS CHINA II  
HONG KONG LIMITED**

By: /s/ BARROWS Timothy Allan  
Name: BARROWS Timothy Allan  
Title: Director

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**SEQUOIA CAPITAL CHINA  
INVESTMENT MANAGEMENT  
L.P.**

By: /s/ Kui Zhou  
Name: Kui Zhou  
Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**HUATAI RUILIAN FUND  
MANAGEMENT CO., LTD.**

By: /s/ Han Chu  
Name: Han Chu  
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**ALIBABA INVESTMENT LIMITED**

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**RICH MOON LIMITED**

By: /s/ Xin Huang

Name: Xin Huang

Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

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## ADHERENCE AGREEMENT

THIS ADHERENCE AGREEMENT (this "Agreement") is entered into on April 5, 2016

BY:

Alibaba Investment Limited, a limited liability company organized and existing under the laws of the British Virgin Islands with its registered address at Trident Chambers, P.O. Box 146 Road Town, Tortola, British Virgin Islands (the "New Member").

**RECITALS:**

(A) On July 6, 2015, the parties listed on Annex A to this Agreement (the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and proposed to undertake an acquisition transaction (the "Transaction") with respect to Momo Inc. (the "Target"), a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the "NASDAQ"), pursuant to which the Target would be delisted from the NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended.

(B) Additional members may be admitted to the Consortium pursuant to Section 1.02 of the Consortium Agreement.

(C) The New Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

**THIS AGREEMENT WITNESSES** as follows:

1. Defined Terms And Construction

- (a) Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.
- (b) This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

2. Undertakings

- (a) Assumption of obligations

The New Member undertakes to each other Party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the New Member and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the New Member as if the New Member had been a Party under the Consortium Agreement at the date of execution thereof.

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3. Representations And Warranties

- (a) The New Member represents and warrants to each of the other Parties as follows:

- (1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in preamble 1 of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

- (2) Due Authorization

It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the New Member has been duly authorized by all necessary action on behalf of the New Member.

- (3) Legal, Valid and Binding Obligation

This Agreement has been duly executed and delivered by the New Member and constitutes the legal, valid and binding obligation of the New Member, enforceable against it in accordance with the terms hereof.

- (4) Ownership

As of the date of this Agreement, (i) the New Member holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the New Member has the sole right to control the voting and disposition of such Target Ordinary Shares (if any) and any other Securities (if any) held by it; and (iii) none of the New Member and its Affiliates owns, directly or indirectly, any Target Ordinary Shares or other Securities, other than as set forth on Schedule A hereto.

- (5) Reliance

Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) and have been induced by them to enter into this Agreement.

4. Notice

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail

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address provided under the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or electronic mail, shall be deemed received upon confirmation of delivery.

5. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

6. Dispute Resolution.

- (a) Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“**HKIAC**”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6(a). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “**Arbitrator**”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.
- (b) Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6(a) in any way.

7. Specific Performance.

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Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

*[Signature page follows.]*

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EXECUTION VERSION

IN WITNESS WHEREOF, the New Member has caused this Agreement to be duly executed by its respective authorized officers as of the day and year first above written.

**ALIBABA INVESTMENT LIMITED**

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Position: Authorized Signatory

Notice details

Address:

c/o Alibaba Group Services Limited, 26/F  
Tower One, Times Square, 1 Matheson Street,  
Causeway Bay, Hong Kong

Email: legalnotice@hk.alibaba-inc.com

Facsimile: +852-2215-5200

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[Signature Page - Project Mona Lisa Adherence Agreement]

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**ANNEX A (ADHERENCE AGREEMENT)**

**EXISTING MEMBERS**

Mr. Yan Tang

Matrix Partners China II Hong Kong Limited

Sequoia Capital China Investment Management L.P.

Huatai Ruilian Fund Management Co., Ltd.

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**SCHEDULE A (ADHERENCE AGREEMENT)**

**SHARES HELD OF RECORD**

New Member	Shares Held Record			Other Securities
	Target Class A Ordinary Shares	Target Class B Ordinary Shares	ADs	
Alibaba Investment Limited	76,269,140	--	740,000	--

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**ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT (this "Agreement") is entered into on April 5, 2016.

BY:

Rich Moon Limited, a limited liability company organized and existing under the laws of Cayman Islands with its registered address at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005 (the "New Member").

**RECITALS:**

(A) On July 6, 2015, the parties listed on Annex A to this Agreement (the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and proposed to undertake an acquisition transaction (the "Transaction") with respect to Momo Inc. (the "Target"), a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the "NASDAQ"), pursuant to which the Target would be delisted from the NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended.

(B) Additional members may be admitted to the Consortium pursuant to Section 1.02 of the Consortium Agreement.

(C) The New Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

**THIS AGREEMENT WITNESSES** as follows:

## Defined Terms And Construction

Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

## Undertakings

## Assumption of obligations

The New Member undertakes to each other Party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the New Member and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the New Member as if the New Member had been a Party under the Consortium Agreement at the date of execution thereof.

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EXECUTION VERSION

## Representations And Warranties

The New Member represents and warrants to each of the other Parties as follows:

## (1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in preamble 1 of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

## (2) Due Authorization

It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the New Member has been duly authorized by all necessary action on behalf of the New Member.

## (3) Legal, Valid and Binding Obligation

This Agreement has been duly executed and delivered by the New Member and constitutes the legal, valid and binding obligation of the New Member, enforceable against it in accordance with the terms hereof.

## (4) Ownership

As of the date of this Agreement, (i) the New Member holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the New Member has the sole right to control the voting and disposition of such Target Ordinary Shares (if any) and any other Securities (if any) held by it; and (iii) none of the New Member and its Affiliates owns, directly or indirectly, any Target Ordinary Shares or other Securities, other than as set forth on Schedule A hereto.

## (5) Reliance



Notice details

Address:  
Email:  
Facsimile:

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**ANNEX A (ADHERENCE AGREEMENT)  
EXISTING MEMBERS**

Mr. Yan Tang

Matrix Partners China II Hong Kong Limited

Sequoia Capital China Investment Management L.P.

Huatai Ruilian Fund Management Co., Ltd.

EXECUTION VERSION

**SCHEDULE A (ADHERENCE AGREEMENT)  
SHARES HELD OF RECORD**

New Member	Shares Held Record			Other Securities
	Target Class A Ordinary Shares	Target Class B Ordinary Shares	ADSs	
Rich Moon Limited	18,570,966			

June 23, 2015

The Board of Directors  
Momo Inc.  
20 th Floor, Block B  
Tower 2, Wangjing SOHO  
No. 1 Futongdong Street  
Chaoyang District, Beijing 100102  
People's Republic of China

Dear Sirs:

Mr. Yan Tang ("Mr. Tang"), co-founder, chairman and chief executive officer of Momo Inc. (the "Company"), Matrix Partners China II Hong Kong Limited ("Matrix"), Sequoia Capital China Investment Management L.P. ("Sequoia") and Huatai Ruilian Fund Management Co., Ltd. ("Huatai Ruilian", and together with Mr. Tang, Matrix and Sequoia, the "Buyer Group"), are pleased to submit this preliminary non-binding proposal to acquire all outstanding ordinary shares (the "Shares") of the Company not owned by the Buyer Group in a going-private transaction (the "Acquisition"). Our proposed purchase price is US\$18.90 per American depositary share of the Company ("ADS", each representing two Shares) in cash. The Buyer Group and their affiliates beneficially own approximately 47.8% of all the issued and outstanding Shares of the Company, which represent approximately 84.1% of the aggregate voting power of the Company.

We believe that our proposed price provides an attractive opportunity to the Company's shareholders. This price represents a premium of 20.5% above the closing trading price of the Company's ADS on June 22, 2015, the last trading day prior to the date hereof.

The terms and conditions upon which we are prepared to pursue the Acquisition are set forth below. We are confident in our ability to consummate an Acquisition as outlined in this letter.

1. **Buyer Group.** Members of the Buyer Group intend to enter into a consortium agreement, pursuant to which members of the Buyer Group will agree to, among other things, cooperate in connection with implementing the Acquisition, and work with each other on an exclusive basis in pursuing the Acquisition.
  2. **Purchase Price.** Our proposed consideration payable for the Shares acquired in the Acquisition is US\$18.90 per ADS, or US\$9.45 per Share (the "Offer Price"), in cash.
  3. **Financing.** We intend to finance the Acquisition with a combination of debt and/or equity capital. Equity financing will be provided by the Buyer Group in the form of cash and rollover equity in the Company. Debt financing is expected to be provided by third-party loans, if required. We are confident that we can timely secure adequate financing to consummate the Acquisition.
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4. **Due Diligence.** Parties providing financing will require a timely opportunity to conduct customary due diligence on the Company. We would like to ask the board of directors of the Company (the "Board") to accommodate such due diligence request and approve the provision of confidential information relating to the Company and its business to possible sources of equity and debt financing subject to a customary form of confidentiality agreement.
  5. **Definitive Agreements.** We are prepared to negotiate and finalize definitive agreements (the "Definitive Agreements") expeditiously. This proposal is subject to execution of the Definitive Agreements. These documents will include provisions typical for transactions of this type.
  6. **Confidentiality.** The Buyer Group will, as required by law, promptly file a Schedule 13D to disclose this proposal. We are sure you will agree with us that it is in all of our interests to ensure that our discussions relating to the Acquisition proceed in a confidential manner, unless otherwise required by law, until we have executed the Definitive Agreements or terminated our discussions.
  7. **Process.** We believe that the Acquisition will provide value to the Company's shareholders. We recognize of course that the Board will evaluate the proposed Acquisition independently before it can make its determination whether to endorse it. In considering the proposed Acquisition, you should be aware that we are interested only in acquiring the outstanding Shares that the Buyer Group does not already own, and that the Buyer Group does not intend to sell their stake in the Company to a third party.
  8. **No Binding Commitment.** This letter constitutes only a preliminary indication of our interest, and does not constitute any binding offer, agreement or commitment with respect to an Acquisition. Such a commitment will result only from the execution of Definitive Agreements, and then will be on the terms provided in such documentation.

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In closing, each of us would like to express our commitment to working together to bring this Acquisition to a successful and timely conclusion. Should you have any questions regarding this proposal, please do not hesitate to contact any of us. We look forward to speaking with you.

Sincerely,

YAN TANG

/s/ Yan Tang

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Sincerely,

**HUATAI RUILIAN FUND MANAGEMENT CO., LTD.**

By: /s/ Han Chu

Name: Han Chu  
Title: Managing Director

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Sincerely,

**SEQUOIA CAPITAL CHINA INVESTMENT  
MANAGEMENT L.P.**

By: /s/ Kui Zhou

Name: Kui Zhou  
Title: Authorized Signatory

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Sincerely,

**MATRIX PARTNERS CHINA II HONG KONG LIMITED**

By: /s/ Zhijie Chen

Name: Zhijie Chen  
Title: Director

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