

**Additional Disruption Event Provisions for an Offshore Deliverable CNY Transaction (2021 Definitions) (the “Additional Provisions”)** dated as of December 30, 2021.

To the extent that these Additional Provisions are incorporated into the terms of an FX Transaction or a Currency Option Transaction, the definitions and provisions contained in the 1998 FX and Currency Option Definitions (the “**FX Definitions**”) as published by ISDA, EMTA and the Foreign Exchange Committee and as amended, varied or supplemented from time to time, are incorporated into these Additional Provisions.

To the extent that these Additional Provisions are incorporated into the terms of a swap Transaction, the definitions and provisions contained in the 2021 ISDA Interest Rate Derivatives Definitions (the “**2021 Definitions**”) as published by ISDA and the FX Definitions, and in each case, as amended, varied or supplemented from time to time, are incorporated into these Additional Provisions. In the event of any inconsistency between the 2021 Definitions and the FX Definitions, the 2021 Definitions will prevail except that the FX Definitions will prevail for purposes of the settlement provisions set forth below.

In the event of any inconsistency between the FX Definitions and the 2021 Definitions (if applicable) on the one hand and these Additional Provisions on the other hand, these Additional Provisions will prevail.

1. Disruption Events:

“**CNY Disruption Event**” means any of CNY Illiquidity, CNY Inconvertibility or CNY Non-Transferability.

“**CNY Illiquidity**” means the occurrence of any event that makes it impossible (where it had previously been possible) for a party to the Transaction to obtain a firm quote of an offer price in respect of an amount in CNY equal to the Notional Amount, a Fixed Amount, a Floating Amount, an Initial Exchange Amount, an Interim Exchange Amount, a Final Exchange Amount, a Call Currency Amount, a Put Currency Amount or any other amount to be paid under this Transaction (the “**Relevant Disrupted Amount**”), in each case on the relevant Settlement Date, Payment Date or Exchange Date (as the case may be), either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such Relevant Disrupted Amount, in the general CNY exchange market in each Offshore CNY Center in order to perform its obligations under this Transaction. For the avoidance of doubt, the inability for a party to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute CNY Illiquidity.

“**CNY Inconvertibility**” means the occurrence of any event that makes it impossible (where it had previously been possible) for a party to the Transaction to convert an amount of CNY no less than the Relevant Disrupted Amount into or from USD (or, if the Settlement Currency specified in the Fallback Matrix for the applicable Currency Pair is a currency other than USD, then such Settlement Currency) in the general CNY exchange market in each Offshore CNY Center, other than where such impossibility is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date of the Transaction and it is impossible for such party, due to an event beyond its control, to comply with such law, rule or regulation). For the avoidance of doubt, the inability for a party to convert CNY solely due to issues relating to its creditworthiness shall not constitute CNY Inconvertibility.

“**CNY Non-Transferability**” means the occurrence in each Offshore CNY Center of any event that makes it impossible (where it had previously been possible) for a party to the Transaction to transfer CNY (A) between accounts inside an Offshore CNY Center, (B) from an account inside an Offshore CNY Center to an account outside such Offshore CNY Center and outside Mainland China, or (C) from an account outside an Offshore CNY Center and outside Mainland China to an account inside such Offshore CNY Center, other than where such impossibility is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless

such law, rule or regulation is enacted after the Trade Date of the Transaction and it is impossible for such party, due to an event beyond its control, to comply with such law, rule or regulation). For the purpose of CNY Non-Transferability and Hong Kong as an Offshore CNY Center only, a segregated Chinese Renminbi fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong.

**“Fallback Matrix”** means the “ISDA Offshore Deliverable CNY Transaction Disruption Fallback Matrix”, as most recently amended and supplemented as at the Trade Date of the relevant Transaction (unless otherwise agreed by the parties) and as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto).

**“Governmental Authority”** means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the People's Republic of China and each Offshore CNY Center.

**“Mainland China”** means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

**“Offshore CNY Center”** means each of the jurisdiction(s) specified in the relevant Confirmation. If no Offshore CNY Center is specified in the relevant Confirmation, the Offshore CNY Center shall mean Hong Kong only.

For the avoidance of doubt, references to “general CNY exchange market in each Offshore CNY Center” in the definitions of CNY Illiquidity and CNY Inconvertibility refers to purchase, sale, lending or borrowing of CNY for general purpose (including, but not limited to, funding), and therefore any purchase or sale of CNY where such CNY is required by relevant laws or regulations for settlement of any cross-border trade transaction with an entity in Mainland China, or any purchase or sale of CNY for personal customers residing in each such Offshore CNY Center, would not be purchase or sale made in such general CNY exchange market.

2. Deliverable Settlement Terms:

All payments in CNY in respect of the Transaction will be made solely by transfer to a Renminbi bank account maintained in accordance with applicable laws and regulations at a bank in an Offshore CNY Center.

For the purposes of the Transaction, the Currency/Business Day Matrix shall be deemed to have been amended such that the financial centers for Chinese Renminbi are Beijing and Hong Kong, unless specified otherwise in the relevant Confirmation, and Section 4.4 of Annex A to the FX Definitions shall be deemed to have been amended such that the Principal Financial Center(s) for Chinese Renminbi are Beijing and Hong Kong, unless specified otherwise in the relevant Confirmation.

3. Disruption Fallbacks and Other Terms:

In the event that a CNY Disruption Event, as determined by the Calculation Agent, occurs on or prior to any date on which a payment is scheduled to be made under the Transaction (including, but not limited to, the Settlement Date, a Payment Date or an Exchange Date) and such CNY Disruption Event is continuing on such date, the following terms will apply:

<p>Disruption Fallback for CNY Disruption Event:</p>	<p>The following Disruption Fallbacks will apply (in the following order):</p> <ol style="list-style-type: none"> <li>1) Settlement Postponement; and</li> <li>2) Settlement as a Non-Deliverable Substitute pursuant to the terms herein.</li> </ol>
<p>Settlement Postponement:</p>	<p>Settlement Postponement means that payments under the Transaction shall be postponed to two Business Days after the date on which the CNY Disruption Event ceases to exist, unless that CNY Disruption Event continues to exist for 14 consecutive calendar days from the original date that, but for the occurrence of the CNY Disruption Event, would have been the date for such payments (which payment date may be, but is not limited to, the Settlement Date, a Payment Date or an Exchange Date). In that case, Non-Deliverable Substitute will apply on the day immediately following the lapse of such 14 calendar day period (the “<b>Scheduled Valuation Date</b>”).</p>
<p>Non-Deliverable Substitute:</p>	<p>Non-Deliverable Substitute means that the relevant payment obligations under the Transaction shall be replaced by an obligation to pay an amount that would be due as if settlement were Non-Deliverable with the effect that any amounts in CNY payable under the Transaction (which payment date may be, but is not limited to, the Settlement Date, a Payment Date or an Exchange Date) shall be converted into the Settlement Currency Amount in the manner provided below as of the Valuation Date (as defined below), together with interest on such amount at a rate per annum equal to the cost (without proof of evidence of such cost) to the relevant party (certified by it) of funding that Settlement Currency Amount, as appropriate, for the period from, and including, the original date that, but for the occurrence of a CNY Disruption Event, would have been the Settlement Date, Payment Date or Exchange Date (as the case may be) to, but excluding, the actual date of payment of that Settlement Currency Amount. All the payments (including exchanges) hereunder shall be made in the Settlement Currency on the relevant Non-Deliverable Substitute Settlement Date as specified in “Non-Deliverable Settlement Terms” below. For the avoidance of doubt, the Non-Deliverable Substitute shall only apply to any payment which is scheduled to occur on a date (which may be, but is not limited to, the</p>

	Settlement Date, a Payment Date or an Exchange Date) that is affected by the CNY Disruption Event and shall not affect any payments falling due on any other dates.
Fixed Amount Payer Payment Date Business Day Convention:	Shall not apply and shall be replaced by the Business Day Convention set forth in “Non-Deliverable Substitute Settlement Date”; provided that, for the avoidance of doubt, the Business Day Convention applicable to Fixed Amount Payer Period End Dates shall not be affected by this change.
Floating Amount Payer Payment Date Business Day Convention:	Shall not apply and shall be replaced by the Business Day Convention set forth in “Non-Deliverable Substitute Settlement Date”; provided that, for the avoidance of doubt, the Business Day Convention applicable to Floating Amount Payer Period End Dates shall not be affected by this change.
Payment Date:	<p>Shall be a Fixed Amount Payer Payment Date and/or a Floating Amount Payer Payment Date, as appropriate.</p> <p>To the extent that the Fixed Amount Payer Payment Date and the Floating Amount Payer Payment Date are scheduled to occur on the same date, notwithstanding anything to the contrary contained herein, such Fixed Amount Payer Payment Date and Floating Amount Payer Payment Date shall occur on the same date, which date shall be the Non-Deliverable Substitute Settlement Date.</p>

<b>Non-Deliverable Settlement Terms:</b>	
Currency Pair:	<p>As specified in the relevant Confirmation.</p> <p>If no Currency Pair is specified in the relevant Confirmation, the Currency Pair shall be the first such Currency Pair specified in the Fallback Matrix for the applicable Offshore CNY Center.</p>
Reference Currency:	CNY.
Settlement Currency:	As specified in the Confirmation or, if not so specified, as specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.
Reference Currency Notional Amount:	An amount that represents the amount that one party was due to pay the other party in CNY as provided herein.
Settlement Currency Amount:	Any Reference Currency Notional Amount payable hereunder on any day (which payment

	<p>date may be, but is not limited to, the Settlement Date, a Payment Date or an Exchange Date) shall be converted into an amount in the Settlement Currency (the “<b>Settlement Currency Amount</b>”) as follows:</p> <p>(i) where the Settlement Currency is USD, by multiplying or dividing, as the case may be, any such Reference Currency Notional Amount by the Spot Rate determined for the Valuation Date in accordance with the Settlement Rate Option specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair; or</p> <p>(ii) where the Settlement Currency is a currency other than USD:</p> <p>(A) by multiplying or dividing, as the case may be, any such Reference Currency Notional Amount by the Spot Rate determined for the Valuation Date in accordance with the Settlement Rate Option specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair, and</p> <p>(B) by multiplying or dividing, as the case may be, the resultant amount derived by applying sub-paragraph (A) above by the USD Spot Rate determined for the Valuation Date in accordance with the USD Settlement Rate Option specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.</p> <p>The obligation of the relevant party to pay the Reference Currency Notional Amount shall be replaced by an obligation of such party to pay the corresponding Settlement Currency Amount (determined in accordance with paragraph (i) or (ii) above) in the Settlement Currency, on the relevant Non-Deliverable Substitute Settlement Date and in accordance with these Additional Provisions.</p>
<p>Non-Deliverable Substitute Settlement Date:</p>	<p>Any payment date determined pursuant to the terms herein, subject to adjustment if the Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, and in each such case, the Non-Deliverable Substitute Settlement Date shall be as soon as practicable, but in no event later than the number of Business Day(s) after the date on which the Spot Rate is determined, as specified under the column headed “Number of Business Day(s) for Non-Deliverable Substitute Settlement Date term” in the Fallback Matrix for the applicable Offshore</p>

	CNY Center and Currency Pair.
Settlement Method:	Non-Deliverable.
Valuation Date:	The Scheduled Valuation Date, subject to adjustment in accordance with the Preceding Business Day Convention; provided however, that in the event of an Unscheduled Holiday, subject to adjustment in accordance with the Following Business Day Convention.
Unscheduled Holiday:	Where used in the Non-Deliverable Settlement Terms of these Additional Provisions only, “ <b>Unscheduled Holiday</b> ” means, in respect of a Scheduled Valuation Date, a day that is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Hong Kong two Business Days prior to the Scheduled Valuation Date.
Deferral Period for Unscheduled Holiday:	In the event the Scheduled Valuation Date becomes subject to the Following Business Day Convention after the occurrence of an Unscheduled Holiday, and if the Valuation Date has not occurred on or before the number of consecutive calendar days specified in the Fallback Matrix under the column headed “Deferral Period” for the applicable Offshore CNY Center and Currency Pair, after the Scheduled Valuation Date (any such period being a “ <b>Deferral Period</b> ”), then the next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday shall be deemed to be the Valuation Date.
Settlement Rate Option:	As specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.
USD Spot Rate:	Where the Settlement Currency is a currency other than USD, for the Non-Deliverable Substitute Settlement Date, the currency exchange rate determined as at the Specified Time on the Valuation Date in respect of such Settlement Date in accordance with the USD Settlement Rate Option.
USD Settlement Rate Option:	As specified under the column headed “USD Settlement Rate Option” in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.
Specified Time for USD Settlement Rate Option:	As specified under the column headed “Specified Time for USD Settlement Rate Option” in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.
Applicable Disruption Event:	
Price Source Disruption:	Applicable.

Applicable Disruption Fallbacks:	As specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.
Valuation Postponement for Price Source Disruption:	“ <b>Valuation Postponement</b> ” means, in the event that the Settlement Rate Option is not available on or before the first Business Day (or day that would have been a Business Day but for an Unscheduled Holiday) succeeding the day on which the Price Source Disruption occurs, the Spot Rate will be determined in accordance with the next applicable Disruption Fallback on such day.
Fallback Reference Price:	In respect of a Valuation Date, the Calculation Agent shall in good faith select five leading dealers in total in the general CNY exchange market outside Mainland China, comprising dealer(s) who are active in the general CNY exchange market in respect of each Offshore CNY Center, to provide quotes in relation to the Settlement Rate. If five quotes of the Settlement Rate are provided as requested, the Settlement Rate will be calculated by eliminating the highest and lowest quotes and taking the arithmetic mean of the remaining quotes. If at least three, but fewer than five quotations are provided, the Settlement Rate will be the arithmetic mean of the quotations. If fewer than three quotations are provided as requested, the Settlement Rate shall be determined by way of Fallback Reference Price Postponement and Calculation Agent Determination of Settlement Rate in accordance with the terms below.
Fallback Reference Price Postponement and Calculation Agent Determination of Settlement Rate:	In the event that the Fallback Reference Price is not available on or before the third Business Day (or a day that would have been a Business Day but for an Unscheduled Holiday) succeeding the end of either (i) Valuation Postponement for Price Source Disruption, (ii) Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Calculation Agent will determine the Settlement Rate (or a method for determining the Settlement Rate), taking into consideration all available information that in good faith it deems relevant. For the avoidance of doubt, Cumulative Events, if applicable, does not preclude postponement of valuation in accordance with this provision.
Cumulative Events:	Notwithstanding anything herein to the contrary, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed the number of consecutive calendar days specified in the Fallback Matrix under the column headed

	<p>“Deferral Period” for the applicable Offshore CNY Center and Currency Pair in the aggregate. Accordingly, (x) if, upon the lapse of any such consecutive calendar day period specified in the Fallback Matrix under the column headed “Deferral Period” for the applicable Offshore CNY Center and Currency Pair, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Business Day, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such consecutive calendar day period specified in the Fallback Matrix under the column headed “Deferral Period” for the applicable Offshore CNY Center and Currency Pair, a Price Source Disruption shall have occurred or be continuing on the day following such period, then Valuation Postponement shall not apply and the Spot Rate shall be determined in accordance with the next Disruption Fallback.</p>
Relevant City(ies) for Business Day for Valuation Date:	As specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.
Relevant City(ies) for Business Day for Non-Deliverable Substitute Settlement Date:	As specified in the Fallback Matrix for the applicable Offshore CNY Center and Currency Pair.

4. Miscellaneous:

Date of Annex A:	In effect on the Trade Date.
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