

Disclosure of movement of 1% or more in substantial holding
or change in nature of relevant interest, or both

Sections 277 and 278, Financial Markets Conduct Act 2013

Note: This form must be completed in accordance with the instructions at the end of the form.

To New Zealand Stock Exchange
and
To NZME LTD

Relevant event being disclosed: **Disclosure of movement of 1% or more in substantial holding**

Date of relevant event: **21 April 2023**

Date this disclosure made: **25 April 2023**

Date last disclosure made: **29 March 2023**

Substantial product holder(s) giving disclosure

Full name(s): **J.P. Morgan Chase & Co. and its affiliates**

Summary of substantial holding

Class of quoted voting products: **Ordinary Shares**

Summary for **J.P. MORGAN SECURITIES LLC, JPMORGAN CHASE BANK, N.A., J.P. MORGAN SECURITIES AUSTRALIA LIMITED , J.P. MORGAN SECURITIES PLC**

For **this** disclosure,—

(a) total number held in class: **18,024,485**

(b) total in class: **183,913,614**

(c) total percentage held in class: **9.80%**

For **last** disclosure,—

(a) total number held in class: **10,121,263**

(b) total in class: **183,913,614**

(c) total percentage held in class: **5.50%**

Details of transactions and events giving rise to relevant event

Details of the transactions or other events requiring disclosure: **Refer to Appendix attached**

Details after relevant event

Details for **J.P. MORGAN SECURITIES LLC, J.P. MORGAN SECURITIES PLC, J.P. MORGAN SECURITIES AUSTRALIA LIMITED, JPMORGAN CHASE BANK, N.A**

Nature of relevant interest(s): **Please refer to table below**

For that relevant interest,—

- (a) number held in class: **18,024,485**
- (b) percentage held in class: **9.80%**
- (c) current registered holder(s): **Please refer to table below**
- (d) registered holder(s) once transfers are registered: **Unknown**

Legal entity	Nature of relevant interest(s)	Number held in class	Percentage held in class	Current registered holder(s)
JPMORGAN CHASE BANK, N.A.	Purchase and sales of shares in its capacity as Principal/Proprietary	26	0.00%	JPMORGAN CHASE BANK, N. A
J.P. MORGAN SECURITIES PLC	Holder of securities subject to an obligation to return under a securities lending agreement	270,000	0.15%	JPM Nominees Australia Pty Limited
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Purchase and sales of shares in its capacity as Principal/Proprietary	86,143	0.05%	Ecapital Nominees Pty Ltd
J.P. MORGAN SECURITIES LLC	Re-hypothecation of client securities under a Prime Brokerage Agreement	17,668,316	9.61%	Citibank NZ

For a derivative relevant interest, also—

- (a) type of derivative: **Equity Swap**
- (b) details of derivative:
 - (1) Long 1991 cash-settled Equity Swap (0.001082% long held in class) maturing on 02 May 2024
 - (2) Long 188 cash-settled Equity Swap (0.000102 % long held in class) maturing on 02 May 2024
- (c) parties to the derivative: **N/A**
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: **N/A**

Additional information

Address(es) of substantial product holder(s):

Name	Address
JPMorgan Chase & Co.	383 Madison Avenue, New York, New York, NY, 10179, United States
J.P. MORGAN SECURITIES LLC	383 Madison Ave., New York, New York, NY, 10179, United States
J.P. MORGAN SECURITIES PLC	25 Bank Street, Canary Wharf, London, E14 5JP, England
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Level 18, 83-85 Castlereagh Street, Sydney, NSW 2000, Australia
JPMORGAN CHASE BANK, N.A.	1111 Polaris Parkway, Columbus, Delaware, OH, 43240, United States

Contact details: **APAC_Compliance_DOI_India@jpmorgan.com**

Nature of connection between substantial product holders:

Substantial security holders	Nature of association
J.P. MORGAN SECURITIES LLC	Subsidiary of JPMorgan Chase & Co.
JPMORGAN CHASE BANK, N.A.	Subsidiary of JPMorgan Chase & Co.
J.P. MORGAN SECURITIES PLC	Subsidiary of JPMorgan Chase & Co.
J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Subsidiary of JPMorgan Chase & Co.

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: **N/A**

Certification

I, **Vasim Pathan**, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

TRADES FOR RELEVANT PERIOD						Appendix
Transaction Date	Entity	Product Type	Type of Transaction	Quantity	Price (NZD)	Consideration (in NZD)
Balance at start of relevant period				10,121,263		
30-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(2,993)	0.98	\$ 2,933.44
30-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	2,993	0.98	\$ 2,933.44
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	3,904	1.01	\$ 3,962.17
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(3,904)	1.01	\$ 3,962.17
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(4,053)	0.99	\$ 4,012.47
31-Mar-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	4,053	1.02	\$ 4,113.80
13-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(188)	0.99	\$ 187.04
13-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	188	0.99	\$ 187.04
17-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	453	0.97	\$ 437.19
17-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(453)	0.97	\$ 437.19
17-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(1,279)	0.98	\$ 1,253.42
17-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	1,279	0.96	\$ 1,221.45
21-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Sell	(30)	0.93	\$ 27.90
21-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity	Buy	181	0.94	\$ 170.04
21-Apr-23	J.P. MORGAN SECURITIES LLC	Equity	On-Lend	7,902,425	-	\$ -
21-Apr-23	J.P. MORGAN SECURITIES AUSTRALIA LIMITED	Equity Swap	Adjustment	646	-	\$ -
Balance at end of relevant period				18,024,485		

Appendix: Prescribed information pursuant to securities lending transaction disclosed under the substantial shareholding notice filed with ASX.

Date:	25-Apr-2023
Company's name:	NZME LTD
ISIN:	NZNZME0001S0
Date of change of relevant interests:	21-Apr-2023
Schedule	
Type of agreement	Global Master Securities Lending Agreement ("GMSLA")
Parties to agreement	J.P. Morgan Securities Plc ("borrower") and Citibank N.A. acting as Agent ("lender")
Transfer date	<u>Settlement Date:</u> 07-Dec-2022 20-Dec-2022 20-Mar-2023
Holder of voting rights	Borrower
Are there any restriction on voting rights	Yes
If yes, detail	The borrower undertakes to use its best endeavours to arrange for the voting rights to be exercised in accordance with the instructions of the lender, provided that the lender uses its best endeavours to notify the borrower of its instructions in writing no later than 7 business days prior to the date upon which such votes are exercisable or as otherwise agreed between the parties. This undertaking is set out in clause 4(B)(vi) of the standard form OSLA.
Scheduled return date (if any)	None
Does the borrower have the right to return early?	Yes
If yes, detail	Borrower has right to return all and any equivalent securities early at any time in accordance with the lender's instructions.
Does the lender have the right to recall early?	Yes
If yes, detail	Lender has right to recall all or any equivalent securities at any time by giving notice on any business day of not less than the standard settlement time for such equivalent securities on the exchange or in the clearing organisation through which the relevant borrowed securities were originally delivered. The borrower must return the securities not later than the expiry of such notice in accordance with the lender's instructions.
Will the securities be returned on settlement?	Yes
If yes, detail any exceptions	No exceptions
Statement	If requested by the company to whom the prescribed form must be given, or if requested by ASIC, a copy of the agreement will be given to that company or ASIC.

GLOBAL MASTER SECURITIES SWAP CONFIRMATION AGREEMENT

This Global Master Securities Swap Confirmation Agreement (this “**GMCA**”) is dated as of December 7, 2020 between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and Sciencetech Master Fund, Ltd. (“**Counterparty**”). The parties agree as follows:

1. Coverage. From time to time the parties may enter into separate Share Swap Transactions (each, a “**Share Transaction**”), Index Swap Transactions (each, an “**Index Transaction**”) and Share Basket Swap Transactions (each, a “**Basket Transaction**” and each Share Transaction, Index Transaction and Basket Transaction, a “**Transaction**”) under this GMCA and each General Terms Supplement to this GMCA relating to the relevant type of Transaction specified as applicable on the signature page hereof or otherwise made applicable by the parties hereto on or after the date hereof (each, a “**GTS**”). This GMCA, taken alone, is neither a commitment by either party to enter into any Transaction nor evidence of a Transaction.

2. Documentation. Each Transaction hereunder shall be subject to the ISDA Master Agreement between JPMorgan and Counterparty, as amended and supplemented from time to time (the “**Master Agreement**”). This GMCA, the relevant GTS and all Transaction Supplements with respect to a Transaction shall constitute a “**Confirmation**” for the purposes of, and will supplement, form a part of and be subject to the Master Agreement. Prior to confirmation of the Trading Statement relating to a Transaction as described in Section 9(a) below, the “**Transaction Supplement**” relating to such Transaction shall consist of the terms of such Transaction agreed by the parties orally, by telephone, by an agreed electronic means (including without limitation Bloomberg, FIX or another acceptable electronic messaging protocol) or otherwise, and thereafter shall consist of the Trading Statement and any separate statements of terms described in Section 9(a) below. In the event of any inconsistency, between the Trading Statement and such separate statement of terms, the Trading Statement shall control. However, if it would be impossible or impracticable (whether due to reasons of an operational or administrative nature or otherwise) to report a Transaction by means of a Trading Statement, the Transaction Supplement may be a writing in form and substance reasonably satisfactory to each of the parties and executed by them.

3. Definitions. This GMCA hereby incorporates by reference the 2002 ISDA® Equity Derivatives Definitions (the “**Equity Definitions**”) and the 2006 ISDA® Definitions (the “**Swap Definitions**”), and together with the Equity Definitions, the “**Definitions**”), each as published by the International Swaps and Derivatives Association, Inc. The 2007 Partial Lookthrough Depository Receipt Supplement to the Equity Definitions shall be incorporated by reference with respect to any Transaction under this GMCA if the Calculation Agent determines that any Component Underlier is an American Depositary Receipt or a Global Depositary Receipt. Any capitalized term not otherwise defined herein or in an applicable GTS shall have the meaning assigned to such term in the Definitions. In the event of any inconsistency, the documentation will control in this order: (a) the Transaction Supplement; (b) the GTS; (c) this GMCA; (d) the Swap Definitions, but only regarding “Floating Amounts”; (e) the Equity Definitions; (f) the Swap Definitions (other than “Floating Amounts”); and (g) the Master Agreement.

4. Common Terms. The following terms shall apply for each Transaction under this GMCA:

General Terms:

Trade Date:	As specified in the related Transaction Supplement.
Effective Date:	As specified in the related Transaction Supplement.
Termination Date:	As specified in the related Transaction Supplement.
Related Exchange(s):	All Exchanges.
Underlier:	The Shares, Index or Basket in respect of a Transaction.
Component Underlier:	Any Share, Component Security or Share, as the case may be.

Taxation:	The sum of all Relevant Taxation Amounts.
Relevant Taxation Amount:	With respect to any Component Underlier for which the relevant Exchange, Component Exchange or Exchange _i , as the case may be, is not located in the NA Region, the amount of any taxes, duties, charges or any other deductions that would be applicable to the Applicable Hedge Positions in respect of such Component Underlier that the Calculation Agent determines are relevant.
Region:	Any of APAC Region 1, APAC Region 2, EMEA Region 1, EMEA Region 2, the LatAm Region or the NA Region.
APAC Region:	Any country or region that is in APAC Region 1 or APAC Region 2.
APAC Region 1:	Australia, Hong Kong, Japan, New Zealand and Singapore.
APAC Region 2:	India, Indonesia, Malaysia, Pakistan, Philippines, the PRC, South Korea, Taiwan, Thailand and Vietnam.
EMEA Region 1:	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland and United Kingdom.
EMEA Region 2:	Bahrain, Czech Republic, Egypt, Greece, Hungary, Israel, Kuwait, Morocco, Oman, Poland, Qatar, Russia, Saudi Arabia, South Africa, Turkey and United Arab Emirates.
EMEA Region:	Any country or region that is in EMEA Region 1 or EMEA Region 2.
LatAm Region:	Argentina, Brazil, Chile, Colombia, Mexico and Peru.
NA Region:	Canada and the United States of America.
Business Day Convention:	If the “Business Day Convention” specified in the related Transaction Supplement is: (a) “Modified Following”, the Modified Following Business Day Convention; (b) “Following”, the Following Business Day Convention; or (c) “Preceding”, the Preceding Business Day Convention. For purposes of applying the Business Day Convention to any Valuation Date which is not a Scheduled Trading Day, each instance of the term “Business Day” contained in Section 4.12 of the 2006 Definitions shall be replaced by the term “Scheduled Trading Day”.
Equity Amounts:	
Equity Amount Payer:	As specified in the related Transaction Supplement.
Number of Underliers:	With respect to a Transaction, the relevant Number of Shares, Number of Units or Number of Baskets, as applicable.
Equity Notional Amount:	As specified in the related Transaction Supplement.
Equity Notional Reset:	Applicable; <u>provided</u> that Equity Notional Reset will be Not Applicable if (a) “Bullet” is specified as the “Equity Reset/Valuation Frequency” in the related Transaction Supplement or (b) unless otherwise agreed by the parties, “Futures Price Valuation” is specified as applicable in the related

Transaction Supplement. If Equity Notional Reset is not applicable to a Transaction, (a) such Transaction shall have only one Valuation Date and (b) as the context requires, (i) references in this GMCA or in any applicable GTS to the “final” Valuation Date or Cash Settlement Payment Date shall be construed as a reference to the “only” Valuation Date or Cash Settlement Payment Date, as the case may be, and (ii) provisions in this GMCA or in any applicable GTS that are expressed as relating to “any Interim Valuation Date” shall be disregarded.

Type of Return: Total Return, unless Price Return is specified in the related Transaction Supplement.

If “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, Price Return.

Re-investment of Dividends: Not Applicable.

Valuation Date(s): Each date determined in accordance with the related Transaction Supplement that falls during the period from, but excluding, the Effective Date to, and including, the Termination Date; provided that if any such date is not a Scheduled Trading Day, such date shall be adjusted in accordance with the applicable Business Day Convention.

If “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, subject to “Non-Commencement or Discontinuance of the Exchange-traded Contract,” with respect to a Share Transaction there shall be only one Valuation Date which shall be the date on which the Official Settlement Price is published, irrespective of whether such day is a Disrupted Day; with respect to an Index Transaction the Valuation Dates shall be as provided above; provided that the final Valuation Date shall be the date on which the Official Settlement Price is published, irrespective of whether such day is a Disrupted Day.

Interim Valuation Date: Any Valuation Date that is not the final Valuation Date.

Final Price Fee: Any relevant fee or commission specified in any schedule of fees or pricing sheet forming a part of the Transaction Supplement or as may otherwise be agreed by the parties and specified in the related Transaction Supplement.

Provisions Relating to Futures Price Valuation:

Contract Exchange: As specified in the related Transaction Supplement, or, if not so specified in the Transaction Supplement, the primary exchange on which futures contracts relating to the Shares or the Index, as the case may be, are traded, as determined by the Calculation Agent.

Official Settlement Price: The official settlement price (however described under the rules of the Contract Exchange or its clearing house) of the Exchange-traded Contract published by the Contract Exchange or its clearing house at maturity or expiration of the relevant Exchange-traded Contract, as determined by the Calculation Agent. If the Official Settlement Price is corrected, and the correction is published by the Contract Exchange or its clearing house within one Settlement Cycle after the original publication, either party may notify the other party of such correction, and the Calculation Agent shall, if necessary, adjust the terms of the Transaction to account for such correction,

which adjustment may require the payment of an amount by one party to the other.

FPV HBD Price:

The price per Share or level of the Index, as determined by the Calculation Agent, based upon the trading activity of a Hypothetical Broker Dealer, acting in a commercially reasonable manner, in terminating or liquidating Applicable Hedge Positions during the FPV Final Execution Period.

FPV Final Execution Period:

The period from, and including, the final Valuation Date to, and including, the Exchange Business Day on which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would execute the last transaction to unwind Applicable Hedge Positions in respect of such Transaction, as determined by the Calculation Agent.

Exchange-traded Contract:

The futures or options contract on the Shares or Index, as applicable, with the maturity (identified by reference to the delivery month and year of such contract) specified in the related Transaction Supplement that trades on the Contract Exchange. Without limiting the generality of Article 12 of the Equity Definitions, in the event that the terms of the Exchange-traded Contract are changed or modified by the Contract Exchange and/or its clearing house, the Calculation Agent shall, if necessary, adjust the Initial Price and/or other terms of the Transaction to account for the economic effect on the Transaction of such change or modification.

Non-Commencement or
Discontinuance of the
Exchange-traded Contract:

With respect to any Share Transaction to which “Futures Price Valuation” applies, if there is no Official Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to the Valuation Date, the Official Settlement Price shall be deemed to be the official closing price per Share at the close of the regular trading session on the Exchange on such Valuation Date, as determined by the Calculation Agent; provided that, if such day is otherwise a Disrupted Day, the provisions of Section 6.6 of the Equity Definitions shall apply.

With respect to any Index Transaction to which “Futures Price Valuation” applies, Section 6.8(e) of the Equity Definitions is hereby amended by (i) replacing the words “the level of the relevant Index at the close of the regular trading session on the relevant Exchange on the Valuation Date” starting on the fourth line thereof with the words “the official closing level of the Index at the Valuation Time on the final Valuation Date, as determined by the Calculation Agent”; and (ii) replacing the words “the provisions of Section 3.1(f) or 6.6, as applicable, will apply” at the end thereof with the following: “(i) the final Valuation Date shall be postponed to the Exchange Business Day on which a Hypothetical Broker Dealer would have terminated or liquidated the Applicable Hedge Positions relating to Component Securities and (ii) the Calculation Agent shall determine the Official Settlement Price that would apply in respect of the final Valuation Date by taking into account the impact that the relevant Market Disruption Event or failure to open would have on the trading activity of a Hypothetical Broker Dealer in any Component Security in respect of such Applicable Hedge Positions and by reference to: (A) the closing price of each Component Security on the Component Exchange for such Component Security for the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of such Component Security; and/or

(B) the impact of any corporate actions that occur after the scheduled final Valuation Date but before the final Valuation Date and have not otherwise been taken into account, as determined by the Calculation Agent; and/or (C) the level of the Index or prices of each Component Security on dates from, and including, the scheduled final Valuation Date to, and including, the final Valuation Date, as determined by the Calculation Agent". As used herein, the term "Disrupted Day", when used in respect of a particular Component Security, means a Disrupted Day determined as if the relevant Transaction were a Share Transaction.

Floating Amounts:

Floating Amount Payer: As specified in the related Transaction Supplement. If "Futures Price Valuation" is specified as applicable in the related Transaction Supplement, there shall be no Floating Amount Payer.

Notional Amount: If the "Long Finance Notional" or "Short Finance Notional", as the case may be, specified in the related Transaction Supplement is (a) "Cost Notional", the Equity Notional Amount or (b) "Market Value", the Daily Notional Amount.

Daily Notional Amount: In respect of a calendar day and a Transaction, an amount determined by the Calculation Agent by reference to (a) the applicable closing level or price of the Underlier as of such day, or, if such day is a Disrupted Day or is not a Scheduled Trading Day, as reasonably determined by the Calculation Agent; (b) the applicable Number of Underliers; and (c) any applicable discrepancy between the currency of denomination of such Underlier or any Component Underlier and the Settlement Currency; provided, however, that if the relevant calendar day falls on a day that is a Reset Suspension Date for the relevant Calculation Period, then the Daily Notional Amount for such calendar day will equal the Daily Notional Amount in respect of the last calendar day immediately preceding such Reset Suspension Date that is not a Reset Suspension Date.

Floating Amount: In respect of each Floating Amount Payment Date, the sum of the Daily Floating Amounts for all calendar days during the relevant Calculation Period. If "Futures Price Valuation" is specified as applicable in the related Transaction Supplement, there shall be no Floating Amount.

Daily Floating Amount: In respect of each calendar day during a Calculation Period, an amount equal to (a) the Notional Amount multiplied by (b) the sum of the Relevant Rate and the Spread divided by (c) the denominator of the Floating Rate Day Count Fraction.

Floating Amount Payment Date(s): Each date determined in accordance with the related Transaction Supplement that falls during the period from, but excluding, the Effective Date to, and including, the Termination Date, subject to adjustment in accordance with the applicable Business Day Convention.

Floating Rate Option: As specified in the relevant Transaction Supplement. For the avoidance of doubt, if a Floating Rate Option specified in a Transaction Supplement does not have a corresponding definition in the Swap Definitions, the Calculation Agent shall be responsible for determining the rate for the relevant Reset Date by reference to information published or displayed by an Information Source (or its Successor Source) in respect of such Floating Rate Option,

and if such rate is not so available, then the rate for the relevant Reset Date will be the rate determined by the Calculation Agent having regard to comparable rates or indices then available.

Designated Maturity: With respect to a Transaction and the related Floating Rate Option, as specified in the related Transaction Supplement.

Spread: As of any date of determination, the rate specified as such in the related Transaction Supplement, as such rate may be adjusted in accordance with the Equity Definitions or the terms hereof.

Floating Rate Day
Count Fraction: With respect to a Transaction and the related Floating Rate Option, as specified in the related Transaction Supplement.

Reset Dates: If either the “Long Benchmark Reset Frequency” or the “Short Benchmark Reset Frequency” determined in accordance with the related Transaction Supplement is “Daily”, each calendar day of each Calculation Period that is not a Reset Suspension Date shall be a Reset Date, subject to adjustment in accordance with the Preceding Business Day Convention.

If either the “Long Benchmark Reset Frequency” or the “Short Benchmark Reset Frequency” determined in accordance with the related Transaction Supplement is “Weekly”, “Monthly” or “Quarterly”, each date determined in accordance with such reset frequency shall be a Reset Date, subject to adjustment in accordance with the applicable Business Day Convention.

Reset Suspension Dates: Such date(s) as may be agreed by the parties from time to time and determined in accordance with the related Transaction Supplement.

Settlement Terms:

Cash Settlement: Applicable.

Settlement Currency: As specified in the related Transaction Supplement.

Cash Settlement
Payment Date(s): In respect of each Valuation Date (or, in the case of a Share Transaction, the final Averaging Date or the last Exchange Business Day in the Final Execution Period, as applicable), each date determined in accordance with the related Transaction Supplement.

Dividends:

For the purposes of Article 10 of the Equity Definitions, references to “Shares” shall be deemed to be references to any Component Underlier.

Dividend Period: Each period from, and including, one Dividend Payment Date to, but excluding, the next Dividend Payment Date, except that (a) the initial Dividend Period will commence on, but exclude, the Trade Date and (b) the final Dividend Period will end on, and include, the final Valuation Date (or, in the case of a Share Transaction, the final Averaging Date or the last Exchange Business Day in the Final Execution Period, as applicable).

Dividend Payment Dates:	In respect of any Dividend Period and a Dividend Amount, each date determined in accordance with the related Transaction Supplement, whether or not such date falls before or after the Termination Date for such Transaction.
Cash Dividends:	Notwithstanding Section 10.1 of the Equity Definitions, “gross cash dividends” shall include all dividends that consist of cash without reduction for withholding or deduction of taxes at the source by or on behalf of any applicable authority having power to tax in respect of such a dividend, unless the Calculation Agent determines that such amount is reported by the issuer or by third-party data vendors routinely used by the Calculation Agent in the ordinary course of its business net of such withholding or deduction, in which case the Calculation Agent may report the relevant Dividend Amount on such a net basis and apply a Dividend Percentage of 100%. No dividend consisting of cash shall be considered an Extraordinary Dividend.
Dividend Percentage:	As specified in the related Transaction Supplement.
Dividend Distribution Date:	For any dividend or distribution in respect of any Component Underlier, the date that the related issuer pays such dividend or distribution to holders of record thereof, as determined by the Calculation Agent.
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment; provided that if the relevant Exchange or Exchange _i , as the case may be, is located in the APAC Region, then in making the determination as to whether a Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Shares or Share _i , as the case may be, and making the corresponding adjustment(s), the Calculation Agent shall take into account the amounts of any taxes, duties, charges or any other deductions in respect of the Applicable Hedge Positions, as determined by the Calculation Agent, that would be withheld from or paid or otherwise incurred by a Hypothetical Broker Dealer in connection with such Potential Adjustment Event.
Dividend Recovery:	If with respect to any Component Underlier, (a) the amount actually paid by the related issuer (together with the Non-Cash Dividend Value of any assets actually distributed by such issuer) to holders of record thereof in respect of any dividend or distribution is not equal to the amount used to determine the relevant Dividend Amount; (b) the issuer fails to make any payment in respect of an announced dividend or distribution by the third Currency Business Day following the dividend distribution date originally announced by the issuer; (c) the issuer makes a payment or distribution in respect of a dividend that has already been the subject of an adjustment or repayment in accordance with this Dividend Recovery provision; or (d) in respect of an Index Transaction, after a Dividend Payment Date the Index Sponsor corrects or subsequently publishes the Number of Component Security or Official Index Divisor used by the Calculation Agent to determine the related Dividend Amount, then, whether or not such date falls before or after the Termination Date for such Transaction, the Calculation Agent shall determine the appropriate adjustment, payment or repayment, if any, to be made by a party to account for such event, and shall determine the date any such adjustment, payment or repayment shall be made (which repayment shall include interest on the amount to be repaid determined on the basis of the cost of funds of the party being repaid).

Adjustment to Relevant Dates: Notwithstanding the fact that one or more Cash Settlement Payment Dates, Floating Amount Payment Dates, Dividend Payment Dates, Effective Dates or Termination Dates may be specified in the related Transaction Supplement, if the Calculation Agent determines that any Valuation Date, Averaging Date or date during a Final Execution Period, as applicable, is disrupted and is postponed in accordance with the terms hereof or the Equity Definitions, or a Settlement Disruption Event occurs in respect of any Component Underlier during the period between the Trade Date and the Effective Date or the period between the final Valuation Date and the Cash Settlement Payment Date, then the Calculation Agent shall also determine whether any such payment date, effective date or termination date shall be postponed to a date reasonably determined by the Calculation Agent taking into account the nature and duration of the relevant disruption.

Extraordinary Events:

New Shares: If the Exchange, Component Exchange or Exchange_i for any Component Underlier is located in the United States, the text in clause (i) of Section 12.1(i) of the Equity Definitions shall be deleted in its entirety and replaced with “publicly quoted, traded or listed on any of the New York Stock Exchange, the NYSE Arca, The NASDAQ Global Select Market, The NASDAQ Global Market (or their respective successors) or any other exchange possessing comparable liquidity, as determined by the Calculation Agent”.

Tender Offer: Applicable; provided that (a) Section 12.1(d) of the Equity Definitions is hereby amended by replacing the words “the outstanding voting shares” with the words “either the outstanding voting shares or the Shares”; (b) Section 12.1(e) of the Equity Definitions is hereby amended by replacing the words “voting shares” with the words “voting shares or the Shares”; and (c) Section 12.1(l) of the Equity Definitions is hereby amended by replacing the words “voting shares” with the words “voting shares or the Shares” in clause (ii) thereof.

Composition of Combined Consideration: Not Applicable.

Additional Disruption Events:

Hedging Party: With respect to all applicable events, JPMorgan or any Affiliate designated by it on a case by case basis.

Determining Party: With respect to all applicable events, JPMorgan.

Change in Law: Applicable; provided that Section 12.9(a)(ii) of the Equity Definitions is hereby replaced in its entirety by the following:

“Change in Law” means that, on or after the Trade Date of any Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, for the avoidance of doubt and without limitation, (x) any tax law or (y) adoption or promulgation of new regulations authorized or mandated by existing statute), or (B) due to the promulgation of or any change, announcement or statement of the formal or informal interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing

authority), a party to such Transaction determines in good faith that (X) it has become, or will become within 30 calendar days following the date of such determination but prior to the Termination Date, illegal to hold, acquire or dispose of Hedge Positions relating to such Transaction, or (Y) it has incurred, or will incur within 30 calendar days following the date of such determination but prior to the Termination Date, a materially increased cost in performing its obligations under, or holding, acquiring or disposing of any Hedge Positions relating to, such Transaction (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

Insolvency Filing:

Applicable.

Hedging Disruption:

Applicable; provided that Section 12.9(a)(v) of the Equity Definitions is hereby replaced in its entirety by the following:

“Hedging Disruption” means that the Hedging Party is unable, after using commercially reasonable efforts, to either (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any Hedge Position(s) it deems necessary to hedge any relevant price risk of entering into and performing its obligations with respect to the relevant Transaction (including, without limitation and for the avoidance of doubt, any synthetic equity borrowing transaction, if applicable) or (B) freely realize, recover, receive, repatriate, remit or transfer the proceeds of any such Hedge Position(s).

Section 12.9(b)(iii) of the Equity Definitions is hereby amended by adding the words “(or, if such Hedging Disruption is due to any restriction imposed by (A) the Issuer of any Component Underlier or (B) any court, tribunal or regulatory authority with competent jurisdiction, in either case on the ability of a person to acquire or maintain ownership of such Component Underlier by virtue of being a foreign person in the country of incorporation of such Issuer, such shorter notice as may be required to comply with such restriction)” after the word “notice” in the fourth line thereof.

Increased Cost of Hedging:

Applicable.

Loss of Stock Borrow:

Applicable in respect of any Transaction where Counterparty is the Equity Amount Payer; otherwise, Not Applicable.

Sections 12.9(a)(vii) and 12.9(b)(iv) of the Equity Definitions shall be amended by deleting the phrase “at a rate equal to or less than the Maximum Stock Loan Rate” in each instance the phrase is used.

Section 12.9(b)(iv) of the Equity Definitions shall be amended by inserting the following words at the end of the first sentence thereof: “, provided that the Non-Hedging Party shall not have the right to so lend Shares or refer the Hedging Party to a Lending Party if the Hedging Party determines in good faith and in a commercially reasonable manner that (I) borrowing such Shares from the Non-Hedging Party or such Lending Party, as the case may be, would not be in accordance with the Hedging Party’s then-existing internal policies and procedures or (II) the Hedging Party does not consider the Non-Hedging Party or the Lending Party, as the case may be, to be a satisfactory counterparty for such borrowing”.

Increased Cost of Stock Borrow:	Applicable in respect of any Transaction where Counterparty is the Equity Amount Payer (<u>provided</u> that Increased Cost of Stock Borrow shall be Not Applicable to any Index Transaction in respect of a U.S. Macro Index); otherwise, Not Applicable.
Initial Stock Loan Rate:	The rate to borrow Shares in respect of the relevant Transaction determined by the Hedging Party as of the Trade Date (as adjusted from time to time in accordance with the terms hereof).
Consequences of Increased Cost of Stock Borrow:	<p>Section 12.9(b)(v) of the Equity Definitions shall not apply to any Transaction under this GMCA.</p> <p>If an Increased Cost of Stock Borrow occurs, then the Hedging Party will have the right to adjust the Transaction by (x) adjusting the Spread to account for the change to the rate that the Hedging Party would incur to borrow Shares in respect of such Transaction and any borrow fee that would be imposed by the Hedging Party to maintain such borrowing and (y) adjusting the Initial Stock Loan Rate to reflect the then-current rate to borrow Shares. Any such adjustment to the Spread will be reflected in the related Transaction Supplement and will be effective from and including the date of such adjustment to but excluding the effective date of any subsequent adjustment.</p>
Hypothetical Broker Dealer:	With respect to any Transaction, a hypothetical broker dealer party to a transaction with Counterparty with the same terms as such Transaction, which broker dealer is similarly situated to the Hedging Party, including without limitation being subject to the same securities and other laws and rules and regulations of any securities or other regulators, exchanges and self-regulating organizations as those to which the Hedging Party is subject with respect to Hedge Positions relating to such Transaction.
Applicable Hedge Positions:	At any time, Hedge Positions that the Calculation Agent determines that a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would consider appropriate to hedge any relevant risk of entering into and performing its obligations with respect to the relevant Transaction at such time.
Miscellaneous:	
FX Provisions:	Unless otherwise agreed by the parties, all payments in respect of each Transaction shall be made in the Settlement Currency for such Transaction. If, with respect to any Transaction, any amount (an “ underlying amount ”) necessary to determine a payment amount is denominated in a currency other than the applicable Settlement Currency, the Calculation Agent shall convert such underlying amount to the Settlement Currency (or such other currency as may otherwise be agreed by the parties) on the relevant date of valuation (which, for the avoidance of doubt, may include the Trade Date, any Valuation Date, Averaging Date, ex-dividend date or Dividend Distribution Date) taking into consideration all available information that it considers relevant, which information may include the rate(s) of exchange that it determines would apply if that amount were converted into the Settlement Currency (or such other currency) by a Hypothetical Broker Dealer acting in a commercially reasonable manner. Notwithstanding the foregoing, if the Calculation Agent determines that it is impossible or impracticable, in the judgment of the Calculation Agent, through customary

legal means to (i) transfer, through customary legal channels, hedge proceeds denominated in any relevant currency from any account within the local jurisdiction to any other account within or outside such jurisdiction, including any account of a non-resident of any such jurisdiction or (ii) (A) convert an underlying amount, including hedge proceeds, to the relevant Settlement Currency (or such other currency), (B) so convert at a rate at least as favorable as the rate for domestic institutions or (C) obtain a rate or a commercially reasonable rate at which such a conversion can be accomplished (an “FX Disruption”) on the relevant date of valuation, then the Calculation Agent shall postpone such transfer and/or conversion until the first succeeding Currency Business Day on which no FX Disruption exists and any related settlement date shall be postponed by an equal number of Currency Business Days.

Financial Transaction Taxes:

Counterparty shall reimburse JPMorgan, at such time(s) and in such manner as is agreed by the parties from time to time, for any financial transaction tax on derivative transactions imposed on the entry into, amendment, modification or termination of a Transaction (without duplication of any amount otherwise payable or for which adjustment is otherwise made hereunder) in respect of which (x) Counterparty is liable, and which JPMorgan is required to pay, or pays in accordance with prevailing market practice, to any relevant governmental revenue authority or (y) JPMorgan is liable, whether or not such liability arises before or after the Termination Date for such Transaction.

5. Additional Representations, Agreements and Acknowledgments.

Non-Reliance: Applicable.

Agreements and Acknowledgments
Regarding Hedging Activities: Applicable.

Additional Acknowledgments: Applicable.

6. Calculation Agent. The Calculation Agent shall be JPMorgan.

7. Independent Amount.

(a) Unless the parties have agreed that there will be no Independent Amount applicable to Counterparty in respect of a Transaction, the Independent Amount applicable to Counterparty shall be determined as follows:

(i) for any Transaction that is not subject to a Margin Agreement, an amount equal, as of any day, to the Equity Notional Amount (or, if agreed by the parties in the related Transaction Supplement, the Daily Notional Amount) in effect on the preceding calendar day (except that on the Trade Date, it shall be the Equity Notional Amount (or Daily Notional Amount, as the case may be) in effect on the Trade Date) multiplied by the Independent Amount Percentage specified in the related Transaction Supplement; and

(ii) for any Transaction that is subject to a Margin Agreement, as of any day, an amount determined in accordance with the Margin Agreement and notified to Counterparty in accordance with the terms thereof (it being understood, for the avoidance of doubt, that such applicable Independent Amount may be specified as the “total requirement” or otherwise as an aggregate amount in respect of all Transactions subject to the Margin Agreement).

Notwithstanding the foregoing, if JPMorgan is required by any applicable law, rule or regulation to collect initial margin from Counterparty (including if the remedy in respect thereof is an adjustment to JPMorgan's capital requirement) or if Counterparty is required by any applicable law, rule or regulation to post initial margin to JPMorgan, then the Independent Amount shall be the greatest of the amount required to be collected by JPMorgan, the amount required to be posted by Counterparty and the amount calculated as set forth above.

"Margin Agreement" means any agreement (whether entered into prior to, contemporaneously with or after the date of this GMCA) between JPMorgan (or any Affiliate) and Counterparty relating to or including dynamic or portfolio margining arrangements, whether pursuant to a model, ruleset or otherwise, in respect of some or all Transactions under this GMCA.

(b) The Independent Amount applicable to JPMorgan in respect of a Transaction shall be the greater of zero and any amount required by any law, rule or regulation applicable to JPMorgan and such Transaction.

8. Additional Provisions.

(a) Counterparty Representations, Warranties and Covenants Regarding Material Non-Public Information, Affiliate and Insider Status. For each Transaction other than any Index Transaction for which the Index is a U.S. Macro Index, Counterparty represents, warrants and covenants to JPMorgan that:

(i) on the Trade Date and on each date on which Counterparty takes any action under or in connection with such a Transaction, Counterparty is not aware of any material non-public information or inside information regarding any Component Underlier or any Relevant Issuer for such Transaction; and

(ii) Counterparty has not been at any time since at least three months prior to such Trade Date, and will not become during the term of such Transaction up to and including the Termination Date, an "affiliate" or "insider" of any Relevant Issuer within the meaning of any securities laws or market abuse regime applicable to such Relevant Issuer, Component Underlier or Transaction.

"Relevant Issuer" means the issuer of any Component Underlier and, where a Component Underlier references any index other than a U.S. Macro Index or any security that references or is convertible into or exchangeable for one or more securities issued by an issuer other than the issuer of such Component Underlier, each issuer of any securities comprising each such referenced index or of such referenced securities.

(b) U.S. Income Tax Representations, Warranties and Covenants. Counterparty represents, warrants and covenants to JPMorgan on the Trade Date of each Transaction that Counterparty has reviewed and is familiar with the provisions of Section 1260 of the U.S. Internal Revenue Code of 1986, as amended, and its application to any gains received by Counterparty under such Transaction.

(c) Counterparty Representations, Warranties and Covenants in respect of Certain Shares or Share_i. With respect to any Transaction for which the Exchange or any Exchange_i is located in the United States and one or both of the Initial Price or Final Price in respect of the final Valuation Date is determined by reference to the closing price or opening price of the relevant Share or Share_i (such price, the **"MOC/MOO Price"**), then (i) Counterparty shall not, on any date on which the relevant MOC/MOO Price is to be determined in connection with such Transaction, place a sell order (if Counterparty is the Equity Amount Payer) or a buy order (if JPMorgan is the Equity Amount Payer) for such Shares or Share_i at the relevant MOC/MOO Price; and (ii) with respect to any determination of the relevant MOC/MOO Price, if JPMorgan, acting in good faith and in a commercially reasonable manner, deems averaging advisable in light of prevailing market conditions and volumes, JPMorgan shall be entitled, acting in good faith and in a commercially reasonable manner, to determine the number of days over which such MOC/MOO Price shall be averaged.

(d) Additional Provisions relating to Brazil. Notwithstanding anything to the contrary in this GMCA, for each Transaction in respect of which the Equity Notional Amount is denominated in Brazilian Real, the Floating Amount in respect of each Floating Amount Payment Date shall be an amount, converted into the Settlement Currency as provided under "FX Provisions", equal to the sum of the product of (i) the Notional Amount multiplied

by (ii) the Daily Floating Rate (such product, the “**Daily Floating Amount**”) for each day that is a Business Day in Rio de Janeiro or São Paulo or Brasília (each such day, a “**Brazil Business Day**”) during the relevant Calculation Period (each such Brazil Business Day, a “**day T**”). The “**Daily Floating Rate**” in respect of each day *T* will be calculated as $FR_T - FR_{T-1}$, where “ FR_T ” means an amount calculated as:

$$\prod_{t=1}^n \left[(1 + CDI_t)^{\frac{1}{252}} \times (1 + Spread_t)^{\frac{1}{252}} \right]$$

and “ FR_{T-1} ” means in respect of each day *T*, FR_T for the Brazil Business Day immediately preceding such day *T*; provided that on the first Brazil Business Day of a Calculation Period, FR_{T-1} shall equal 1. For purposes of the foregoing:

“**CDI Rate**” means, in respect of a Brazil Business Day, the Brazil Interbank Deposit Rate Annualized, known as the average of the DI-OVER-Extra-Grupo as published by the Central de Custódia e Liquidação Financeira de Títulos (“**CETIP**”), on the immediately preceding Brazil Business Day (the “**Overnight CDI Rate**”). If for any reason there is no Overnight CDI Rate published by CETIP with respect to a Brazil Business Day, then the CDI Rate for such Brazil Business Day shall be determined in accordance with the rules of the Bolsa de Mercadorias & Futuros (“**BM&F**”). If for any reason the CDI Rate for such Brazil Business Day cannot be determined through the BM&F, then the CDI Rate for such Brazil Business Day shall be jointly determined by the parties. If the parties are unable to agree on a determination within one Brazil Business Day, then the CDI Rate in respect of the relevant Brazil Business Day shall be determined by the Calculation Agent.

“ CDI_t ” means with respect to each day *t*, the CDI Rate (expressed as a decimal).

“*n*” means the number of Brazil Business Days that have occurred during the period from, and including, the first calendar day of such Calculation Period to, and including the relevant day *T*.

“*t*” means the series of whole numbers from 1 to *n* representing each Brazil Business Day that has occurred during the period from, and including, the first calendar day of such Calculation Period to, and including the relevant day *T*.

“*Spread_t*” means, with respect to each day *t*, the Spread, whether positive or negative.

(e) Additional Provisions relating to Japan.

(i) For any Transaction in respect of which the Exchange or an Exchange_i is located in Japan, the Interim Price and the Relevant Price_i will be the last traded price per Share or Share_i quoted by the Exchange or Exchange_i for the relevant Interim Valuation Date or Exchange Business Day, as determined by the Calculation Agent; provided that if there is a closing special quote per Share or Share_i quoted by the Exchange or Exchange_i (*tokubetsu kehaine*) for such date, such Final Price will be such closing special quote per Share or Share_i, as determined by the Calculation Agent.

(ii) If the issuer of a Component Underlier is incorporated in Japan, any special dividends (*tokubetsu haitou*) or memorial dividends (*kinen haitou*) paid in the form of cash with respect to such Component Underlier shall constitute “gross cash dividends” in respect of such Component Underlier for purposes of the “Dividend Provisions” above.

(iii) If the Exchange, Component Exchange or Exchange_i for any Component Underlier is located in Japan, Counterparty hereby consents to the disclosure of non-public information (*hikoukai joho*) among JPMorgan and any Affiliate of JPMorgan to the extent such disclosure is permitted by law and necessary or appropriate in connection with such Transaction.

(f) Additional Provisions in respect of the People's Republic of China and the Republic of India.

(i) Prior to entering into any Transaction where any Exchange, Component Exchange or Exchange; for any Component Underlier thereunder is located in the People's Republic of China (the "**PRC**") or in the Republic of India, Counterparty agrees and undertakes that, if it has not done so previously, it shall execute and deliver to JPMorgan a mutually agreed representation letter or letters relating to such Transaction and similar transactions. To the extent Counterparty has executed such a letter or letters, it shall prevail in the event of any inconsistency with the terms of the Master Agreement or this GMCA.

(ii) The parties agree that the "Additional Provisions for Shares traded through the China Connect Service" as published by ISDA and as amended, varied or supplemented from time to time ("**China Connect Terms**") shall apply to any Transaction referencing one or more Component Underliers that are China A shares traded through the China Connect Service. For purposes of the China Connect Terms, the Hedging Party shall be the party to make the relevant election upon the occurrence of a China Connect Share Disqualification or a China Connect Service Termination. The terms "China Connect Service", "China Connect Share Disqualification" and "China Connect Service Termination" have the meanings specified in the China Connect Terms. The parties further agree that the "Additional Disruption Event Provisions for an Offshore Deliverable CNY Transaction" and the "ISDA Offshore Deliverable CNY Transaction Disruption Fallback Matrix", each as published by ISDA and as amended, varied or supplemented from time to time, shall apply to any Transaction in respect of which CNY is the Settlement Currency.

(g) Additional Provisions in respect of Payment of Unpaid Local Taxes or Excess Local Taxes. If the amount of taxes, duties or similar charges that would be imposed by the taxing authority in any country in APAC Region 2 on a Hypothetical Broker Dealer (assuming the Applicable Hedge Positions are held in the Hedging Party's jurisdiction of incorporation or organization) ("**Local Taxes**") or the basis on which such amount is to be determined is not confirmed before the relevant day on which a Dividend Amount or Final Price, as the case may be, is determined, or if such amount of Local Taxes is subject to change in the future, then:

(i) if any amount of Local Taxes that should have been taken into account in the determination of such Dividend Amount or Final Price, as the case may be, was not taken into account ("**Unpaid Local Taxes**"), the Non-Hedging Party shall pay to the Hedging Party an amount equal to such Unpaid Local Taxes on the Currency Business Day following notification from the Calculation Agent; and

(ii) if any excess amount of Local Taxes that should not have been taken into account in the determination of such Dividend Amount or Final Price, as the case may be, was taken into account ("**Excess Local Taxes**"), the Hedging Party shall pay to the Non-Hedging Party an amount equal to such Excess Local Taxes on the Currency Business Day following notification from the Calculation Agent.

Unless otherwise agreed in a letter described in Section 8(f) above, the parties agree that this paragraph (g) shall survive and remain in full force and effect in respect of any Unpaid Local Taxes or Excess Local Taxes for a period of seven years following the Termination Date or any earlier date of termination or cancellation.

(h) Counterparty's Status as Qualified Investor. Counterparty represents and warrants to JPMorgan, that, as of the date hereof and as of the Trade Date of each Transaction, it is (i) an issuer eligible for an exclusion from the definition of investment company pursuant to Section 3(c)(7) of the Investment Company Act of 1940, as amended; (ii) a corporation, company, or partnership that owns and invests on a discretionary basis, not less than USD 25,000,000 in investments; (iii) a natural person who owns and invests on a discretionary basis, not less than USD 25,000,000 in investments; (iv) a government or political subdivision, agency, or instrumentality of a government who owns and invests on a discretionary basis not less than USD 50,000,000 in investments; or (v) otherwise meets the definition of a "Qualified Investor" as provided in Section 3(a)(54) of the Securities Exchange Act of 1934, as amended.

(i) Certain Provisions Relating to Tax. The following provisions shall apply unless Counterparty is a U.S. person for U.S. federal income tax purposes:

(i) The following is added to the Payee Tax Representations in the Schedule to the Master Agreement:

“With respect to each Transaction the reference asset of which is issued by a master limited partnership, a real estate investment trust, a royalty income trust or a “U.S. real property holding corporation” as defined in Section 897 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or is a basket or an index the components of which consist of any such reference asset, Counterparty represents, warrants and covenants to JPMorgan that such Transaction will be treated as a derivative for U.S. federal income tax purposes and does not constitute, as of the Trade Date of such Transaction, and will not at any time during the term thereof (in whole or in part) constitute, a “United States real property interest” within the meaning of Section 897 of the Code. Counterparty shall indemnify JPMorgan for any Tax or related liability of JPMorgan resulting from the foregoing representations failing at any time to be true.”

(ii) JPMorgan and Counterparty agree that the amendments set out in the Attachment (the “**Attachment**”) to the ISDA 2015 Section 871(m) Protocol published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”) on November 2, 2015 and available on the ISDA website (www.isda.org) (the “**Protocol**”) are incorporated into and shall apply to the Master Agreement as if set forth therein. For this purpose, capitalized terms used but not defined in the Attachment shall have the meanings given to them in the Protocol, except that references to “each Covered Master Agreement” in the Attachment will be deemed to be references to the Master Agreement and the “Implementation Date” referred to in the Attachment will be deemed to be the date of this GMCA.

(j) Amendment to the Master Agreement. Notwithstanding anything to the contrary in the Master Agreement, if Counterparty breaches any of the representations, warranties and covenants contained in Sections 8(a), 8(b) and 8(c) above, it shall constitute an Additional Termination Event under the Master Agreement for which Counterparty shall be the sole Affected Party and the Transaction(s) related to such breach shall be the sole Affected Transaction(s).

(k) Payments on Early Termination. Notwithstanding the definition of Settlement Amount set forth in the Master Agreement, the Settlement Amount in respect of any Transaction under this GMCA shall be the Termination Currency Equivalent of the Close-out Amount with respect thereto, as defined in and determined pursuant to the form of ISDA® 2002 Master Agreement, as published by the International Swaps and Derivatives Association, Inc.

(l) Wall Street Transparency and Accountability Act. In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010, the parties hereby agree to specifically reserve their respective rights under any Transaction under this GMCA, any GTS, any Transaction Supplement, the Equity Definitions or the Master Agreement.

9. Confirmation Process; Increase; Optional Early Termination; Automatic Reconfirmation.

(a) Confirmation of Trades. JPMorgan may accept a Trade Request in its sole discretion, in whole or in part, and will not be deemed to have agreed to a Trade Request unless it affirmatively notifies Counterparty or is deemed to have accepted such Trade Request under the terms of this GMCA or the applicable GTS. Not later than 9:00 a.m. (local time in JPMorgan’s Location) on the Business Day immediately following the relevant Trade Acceptance Date, JPMorgan shall transfer or otherwise make available to Counterparty one or more electronic files or reports that include the terms applicable to the relevant Trade (such files or reports, which may relate to more than one Trade, a “**Trading Statement**”) through an electronic transmission system (including but not limited to secure FTP) agreed by the parties from time to time, JPMorgan’s web-based electronic information platform or such other electronic trading or information system as may be agreed by the parties from time to time. Trading Statements may include separate statements of terms applicable to Transactions generally or to Transactions relating to a given currency or Region, whether furnished previously or contemporaneously with the remainder of the Trading Statement. Any such separate statement, if furnished, will apply to all outstanding Transactions (or Transactions relating to the given currency or Region) regardless of whether entered into before or after the date of such separate statement. Such separate statements of terms may include, but shall not be limited to, any portfolio swap preference report (howsoever described) furnished by JPMorgan to Counterparty and setting forth trading and operational preferences agreed by the parties from time to time or any schedules of fees and commissions agreed by the parties

from time to time setting out such fees and commissions as may be included in the calculation of the Initial Price and the Final Price.

Counterparty shall be deemed to have agreed that the terms set forth in such Trading Statement accurately evidence the terms agreed by the parties with respect to the relevant Trade unless Counterparty has objected in writing (including by an electronic messaging protocol or email) to JPMorgan prior to 7:00 p.m. (local time in Counterparty's Location) on the Dual Business Day immediately following the Trade Acceptance Date with respect to any term included in or omitted from the Trading Statement. Following Counterparty's delivery of any such objection to JPMorgan, the parties shall work together in good faith to resolve the terms identified by Counterparty as promptly as practicable. For the avoidance of doubt, if Counterparty provides JPMorgan with an end-of-day trade or allocation file containing Counterparty's details of each Trade Request, JPMorgan will review such file and promptly notify Counterparty of any disagreement or discrepancy with JPMorgan's details of such Trade Request(s), in which case the parties shall work together in good faith to resolve such disagreement or discrepancy as promptly as practicable.

If JPMorgan and Counterparty agree to enter into a Transaction with the same Underlier as an existing Transaction but for which the Equity Amount Payer is not the same party, the parties agree that their entry into such second Transaction may be deemed to effect an Optional Early Termination of both Transactions; provided that to the extent that the Transactions have an unequal Number of Underliers, the parties' entry into the second Transaction shall be deemed to effect an Optional Early Termination of both Transactions only with respect to the Number of Underliers in the smaller of the two Transactions, in either case with the Trade Date of the second Transaction being the Acceleration Date in respect of the Terminated Portion.

For purposes of the foregoing:

"Dual Business Day" means a day which is a Business Day in the Location of both JPMorgan and Counterparty.

"Location" means the location (i) where Counterparty makes the Trade Request, as notified to JPMorgan from time to time, and (ii) where JPMorgan makes the Trade Acceptance.

"Trade" means (i) entering into a new Transaction; (ii) terminating an existing Transaction (in whole or in part) via Optional Early Termination; or (iii) otherwise modifying the terms of an existing Transaction (including a Basket Modification or an Increase).

"Trade Acceptance" means that JPMorgan accepts a Trade Request.

"Trade Acceptance Date" with respect to a Trade means the Exchange Business Day on which the Trade Acceptance occurs. However, for purposes of applicable confirmation timeliness rules, the Trade Acceptance Date will be the next day that is a Dual Business Day if the Trade Acceptance occurs (x) after 4:00 p.m. local time on such Exchange Business Day in the Location of either party or (y) on a day that is not a Dual Business Day. If, due to time zones, the Trade Acceptance Date is a different calendar day in the Locations of JPMorgan and Counterparty, any obligation of a party tied to the Trade Acceptance Date will be measured from the calendar day in that party's Location. For the avoidance of doubt, as a result of the application of the foregoing, the Trade Acceptance Date may be deemed to occur on a date that is different from the Trade Date.

"Trade Request" means that the Counterparty requests a Trade in the manner contemplated by this GMCA, the applicable GTS or JPMorgan's then-current operational requirements provided to Counterparty from time to time.

(b) Increase(s) to an Existing Transaction. The parties may agree from time to time that Trade Requests which, if accepted by JPMorgan, would have the effect of increasing the size of a pre-existing Transaction in respect of any Share or Index will be treated as a request to increase the size of such Transaction rather than to enter into a new Transaction (an **"Increase"**). The procedure and timing for request, approval, entry into and confirmation of an Increase will be the same as for entry into a new Transaction and the related Trading Statement provided by JPMorgan will contain the terms applicable to such Increase and will indicate "Increase" in the "Activity" field thereof. The terms of the original Transaction will remain unchanged except with respect to the

increased Number of Underliers, the Equity Notional Amount and the Notional Amount, which will be effective from and after the date specified in the Transaction Supplement as the Effective Date. The Calculation Agent will make any necessary adjustments to the Transaction to account for the Increase (including, without limitation, any adjustments required to Floating Amounts to account for the increase in Notional Amount).

(c) Optional Early Termination. Either party (the “**Terminating Party**”) may accelerate the valuation of a Transaction in whole or in part (an “**Optional Early Termination**”) on any Scheduled Trading Day prior to the final Valuation Date by providing to the other party an irrevocable notice or instruction (an “**Optional Early Termination Notice**”) specifying (i) the portion of such Transaction being accelerated (the “**Terminated Portion**”) and (ii) the accelerated valuation date, which may be the date such Optional Early Termination Notice is delivered (the “**Acceleration Date**”); provided that if Counterparty is the Terminating Party, JPMorgan may postpone the Acceleration Date to such other date(s) JPMorgan deems appropriate if JPMorgan determines in good faith and in a commercially reasonable manner, taking into account relevant market conditions, time zone differences and such other factors as JPMorgan considers relevant, that it would be impracticable or inadvisable to unwind the Terminated Portion, in whole or in part, on such proposed Acceleration Date. Notwithstanding the foregoing, (i) Optional Early Termination will not apply to any Transaction in respect of which the parties have so agreed in the related Transaction Supplement; (ii) a party shall not have the right to specify an Optional Early Termination if (x) there is an ongoing Event of Default or Termination Event affecting all Transactions and (y) the Terminating Party is the Defaulting Party or the sole Affected Party, as applicable; (iii) no Optional Early Termination in respect of which Counterparty is the Terminating Party shall be effective unless JPMorgan acknowledges receipt of the related Optional Early Termination Notice; and (iv) each Optional Early Termination will be subject to the provisions of this GMCA and the Equity Definitions with respect to Market Disruption Events, Potential Adjustment Events, Extraordinary Events and FX Disruptions.

Unless otherwise agreed by the parties, in connection with an Optional Early Termination the Calculation Agent shall determine the Equity Amount, Floating Amount and Dividend Amount, if any, in respect of the Terminated Portion in accordance with the terms of such Transaction (or, in the case of the Equity Amount, in such manner and pursuant to such methodology as may otherwise be agreed by the parties in respect of such Optional Early Termination) but on the basis that the Acceleration Date is deemed to be the final Valuation Date and with such adjustments as may be necessary to preserve the original economic intent of the Transaction. If Counterparty is the Terminating Party, the Calculation Agent may adjust the Floating Amount to account for any break funding costs of the Hedging Party (as determined by the Hedging Party in a commercially reasonable manner). The Calculation Agent will promptly notify the parties of any amounts payable in connection with an Optional Early Termination (and, to the extent agreed by the parties, any accrued interest on such amounts at a per annum rate determined by the Calculation Agent) which amounts shall be paid by the relevant party on the applicable date or dates determined in accordance with the related Transaction Supplement.

Each Optional Early Termination shall be evidenced by a Trading Statement confirmed in the manner described in Section 9(a) above. In the case of an Optional Early Termination of a portion of a Transaction, the Terminated Portion shall be terminated and the remaining portion of such Transaction shall continue in full force and effect, and the Calculation Agent shall make corresponding adjustments to the terms of the Transaction to reflect such partial termination.

In addition to the foregoing, if Counterparty is the Terminating Party in respect of a Transaction that forms part of a group of two or more Transactions with respect to which each Transaction therein is part of a single trading strategy as of the Trade Date thereof (such group of Transactions, a “**Linked Strategy**”), JPMorgan may adjust the Independent Amount Percentage for any remaining Transaction(s) in the Linked Strategy, and such new Independent Amount Percentage for any such remaining Transaction(s) shall be as specified in a Trading Statement confirmed in the manner described in Section 9(a) above.

(d) Automatic Reconfirmation of Expiring Transactions. Upon the occurrence of the final Valuation Date (the “**Original Final Valuation Date**”) of a Transaction (an “**Expiring Transaction**”), the parties shall be deemed to agree to the entry into a new Transaction (the “**Reconfirmed Transaction**”) in accordance with the terms of this Section 9(d) unless (x) the parties have agreed on or prior to the Original Final Valuation Date that a Reconfirmed Transaction shall not be entered into in respect of such Expiring Transaction or (y) the parties have agreed that the provisions of Section 9(c) relating to Optional Early Termination will not apply to the Expiring

Transaction. With respect to the Expiring Transaction and the Reconfirmed Transaction: (i) the tenor of the Reconfirmed Transaction shall be equal to the tenor of the Expiring Transaction; (ii) the Final Price for the Expiring Transaction will be determined in the same manner as an Interim Price; (iii) the Initial Price of the Reconfirmed Transaction will be equal to the Final Price for the Expiring Transaction; (iv) the applicable payments in respect of settlement of the Expiring Transaction shall be made on the relevant payment dates in respect thereof; and (v) all other relevant terms of the Reconfirmed Transaction shall be equivalent to the terms applicable to the Expiring Transaction, as determined by the Calculation Agent. The agreement to enter into the Reconfirmed Transaction shall be considered a Trade Request and a Trade Acceptance, and the Reconfirmed Transaction shall be confirmed in the manner provided in Section 9(a) above.

10. Miscellaneous.

(a) Entire Agreement. This GMCA, as supplemented by any applicable GTS and any Transaction Supplement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect specifically thereto. If a Trading Statement uses a different field name or value to represent a defined term or value therefor set forth in this GMCA or a GTS, the Calculation Agent shall reconcile such field name to the corresponding defined term or value used in such document. In addition, a Trading Statement may specify additional fields or information not required under the terms of this GMCA, a GTS or the Definitions and, in such case, any such additional fields or information shall have no effect or meaning for purposes of the relevant Trade or the related Transaction Supplement. Upon reasonable request, JPMorgan will provide Counterparty with technical guidance indicating how certain defined terms or values therefor used herein are reflected in a Trading Statement.

(b) Amendments. An amendment, modification or waiver in respect of this GMCA, any GTS or any Transaction Supplement that is not confirmed by means of a Trading Statement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system. For any Transaction Supplement that is confirmed by means of a Trading Statement, the parties may mutually agree (orally, by telephone, by an agreed electronic means or otherwise) to amend any previously agreed term of such Transaction Supplement and evidence such amended term(s) in a Trading Statement delivered or made available to Counterparty and confirmed in the manner described in Section 9(a) above, which Trading Statement, and the amendment(s) evidenced thereby, shall be conclusive as to the amended term(s) of the relevant Transaction absent manifest error.

(c) Counterparts; Headings; Field Names. This GMCA may be executed in counterparts, each of which will be deemed an original. The headings used in this GMCA are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this GMCA. Reference to specific field names or rule names in Transaction Supplements reflect those in effect on the date hereto. JPMorgan may change any such field name or rule name, or the manner in which data is presented therein, at any time and from time to time upon notice to Counterparty. In the event of any such modification, the Calculation Agent will adjust the terms hereof to retain the original intent of the parties.

(d) Office. For purposes of Section 10 of the Master Agreement, JPMorgan's Office for Transactions governed by this GMCA shall be as specified in the related Transaction Supplement or as otherwise notified by JPMorgan to Counterparty in writing. The following applies where JPMorgan's Office is London: "JPMorgan Chase Bank, N.A. at its London Branch is a bank authorized and subject to supervision and regulation by the Office of the Comptroller of the Currency, and is also supervised and regulated with respect to certain matters by the Board of Governors of the Federal Reserve System, each in the jurisdiction of the United States of America. Authorized by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (Firm Reference Number: 124491)."

(e) Swap Data Repository. If any Transaction is a "swap" as defined in the Commodity Exchange Act, as amended (the "CEA"), and JPMorgan is the reporting party under applicable U.S. law for such Transaction, DTCC Data Repository (U.S.) LLC (or a successor thereto) will be the "swap data repository" as defined in the CEA in respect of such Transaction.

(f) Scope of Agreement. This GMCA shall govern all transactions between the parties, whether entered into before, on or after the date of this GMCA, that fall within any of the categories of transactions covered by any applicable GTS (each, a “**Covered Transaction Type**”) unless the parties have expressly agreed otherwise in writing in connection with the relevant transaction. Each such transaction that is of a Covered Transaction Type will constitute a Transaction if the parties are legally bound by an agreement (oral or other) on its terms under the principles stated in this GMCA, regardless of whether this GMCA is referred to in a document or other evidence confirming any of the terms of that Transaction (each such transaction, a “**Covered Transaction**”). Promptly following the date hereof JPMorgan will deliver or make available to Counterparty in the manner described in Section 9(a) above one or more Trading Statements in respect of each Covered Transaction to be confirmed in the manner described in Section 9(a). Each confirmed Transaction Supplement in respect of a Covered Transaction (together with the terms of this GMCA and the applicable GTS) will supersede and replace in all respects the original confirmation relating to each such Covered Transaction and the terms of each such Covered Transaction will be amended and restated thereby.

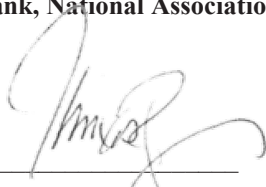
(g) Role of Agent. Each party agrees and acknowledges that JPMorgan will be represented for each Transaction by one of J.P. Morgan Securities LLC, J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Securities plc, J.P. Morgan Securities Japan Co., Ltd. or such other Affiliate of JPMorgan acting as agent for JPMorgan (each, an “**Agent**”), as determined by JPMorgan. Any Transaction entered into under this GMCA that refers to JPMorgan shall be deemed to be entered into with JPMorgan acting through the Agent for such Transaction. The name of the Agent for each Transaction is available upon request. Each party agrees and acknowledges that the Agent has acted solely as agent and not as principal with respect to any Transaction documented pursuant to this GMCA, and the Agent has no obligation or liability, by way of guarantee, endorsement or otherwise, in any manner in respect of any Transaction documented pursuant to this GMCA (including, without limitation, in respect of the settlement thereof). Each party agrees it will look solely to the other party (or any guarantor in respect thereof) for performance of such other party’s obligations under any Transaction documented pursuant to this GMCA.

IN WITNESS WHEREOF the parties have executed this GMCA, and have agreed that each GTS indicated below shall apply, with effect from the date specified on the first page hereof.

General Terms Supplement	Applicable
Single Share Swap General Terms Supplement	Yes
Single Index Swap General Terms Supplement	Yes
Share Basket Swap General Terms Supplement	Yes

JPMorgan Chase Bank, National Association

By: _____
Authorized Signatory
Name:


Thomas Zeng
Managing Director

Sciencetech Master Fund, Ltd.

By: _____
Name: **Le Duan**
Title: **Managing Partner**
ISDA Master Agreement Date: December 7, 2020
JPMorgan Internal ID Number (SPN): 2697448

Single Share Swap General Terms Supplement

1. The general terms of each Share Transaction to which this Single Share Swap General Terms Supplement (this “**SSS GTS**”) relates are as provided below (unless otherwise specified in the related Transaction Supplement). This SSS GTS supplements the Global Master Securities Swap Confirmation Agreement dated as of December 7, 2020 (as amended and supplemented from time to time, the “**GMCA**”) between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and each entity identified as a counterparty therein (each, a “**Counterparty**”). Unless otherwise specified in the related Transaction Supplement or unless certain common terms in the GMCA provide that such terms apply to transactions other than Share Transactions, all common terms set forth in the GMCA shall apply to each Share Transaction under this SSS GTS. Capitalized terms used in this SSS GTS and not otherwise defined shall have the meanings assigned to them in the GMCA.

General Terms:

Shares:	The class of securities identified by the Ticker.
Ticker:	As specified in the related Transaction Supplement.
Exchange:	The exchange identified by the Exchange Code.
Exchange Code:	As specified in the related Transaction Supplement.

Equity Amounts:

Number of Shares:	The number of Shares specified in the related Transaction Supplement.
Initial Price:	An amount in the Settlement Currency as specified in the related Transaction Supplement. For the avoidance of doubt, the Initial Price will include any relevant fees and commissions specified in any schedule of fees or pricing sheet forming a part of the Transaction Supplement or as may otherwise be agreed by the parties.
Final Price:	In respect of any Interim Valuation Date, the official closing price per Share on the Exchange at the Valuation Time on such Valuation Date, as determined by the Calculation Agent (the “ Interim Price ”).

In respect of the final Valuation Date:

- (a) if JPMorgan is the Equity Amount Payer, the product of (A) the Gross Price (or, if “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, the Official Settlement Price) and (B) 100% minus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation; and
- (b) if Counterparty is the Equity Amount Payer, the product of (A) the Gross Price (or, if “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, the Official Settlement Price) and (B) 100% plus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation.

Notwithstanding the foregoing, if “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, in respect of a Valuation Date determined pursuant to an Optional Early Termination:

(i) if JPMorgan is the Equity Amount Payer, the product of (A) the FPV HBD Price and (B) 100% minus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation; and

(ii) if Counterparty is the Equity Amount Payer, the product of (A) the FPV HBD Price and (B) 100% plus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation.

Valuation Time: As provided in Section 6.1 of the Equity Definitions; provided that if Averaging is not applicable, the Valuation Time on the final Valuation Date shall be each of the times at which the Hypothetical Broker Dealer, acting in a commercially reasonable manner, would terminate or liquidate Applicable Hedge Positions, as determined by the Calculation Agent.

Gross Price: Unless otherwise agreed by the parties, (i) if the Exchange is located in the NA Region, the arithmetic mean of the VWAP Prices for the Averaging Dates and (ii) if the Exchange is located in any other Region, the HBD Price.

Market Disruption Event: For the purpose of determining the Gross Price in respect of the final Valuation Date only, (a) Section 6.3(a) of the Equity Definitions is hereby amended by (i) replacing clause (ii) in its entirety with “(ii) an Exchange Disruption, or” and (ii) replacing the period at the end of the first sentence thereof with the phrase “; in each case, that the Calculation Agent determines is material.” and (b) if the Exchange is located in the NA Region, Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term “Scheduled Closing Time”.

Provisions Relating to Averaging:

VWAP Price: For any Exchange Business Day, the composite volume-weighted average price per Share based on transactions executed in the country in which the Exchange is located during the regular trading session for the Exchange on such Exchange Business Day, as determined by the Calculation Agent using the Bloomberg function “<equity> AQR” (or any successor thereto as determined by the Calculation Agent) with respect to the Ticker for the Shares or, if such price is not so reported for such Exchange Business Day for any reason or is manifestly erroneous, as determined by the Calculation Agent using other commercially reasonable means.

Averaging: If (a) the Exchange is located in the NA Region and/or (b) the parties otherwise agree to a specified number of Averaging Dates, Applicable; otherwise, Not Applicable.

Averaging Dates: If the Exchange is located in the NA Region and the parties have not agreed to a specified number of Averaging Dates, there shall be one Averaging Date in respect of the final Valuation Date if the Number of Shares is less than or equal to the ADTV Limit.

If the parties have agreed to a specified number of Averaging Dates, each day specified as such in the related Transaction Supplement shall be an Averaging Date.

If the Number of Shares (or, if the parties have agreed to a specified number of Averaging Dates, the Number of Shares divided by the number of agreed-upon Averaging Dates (the “**Per-Day Number of Shares**”)) is

greater than the ADTV Limit on any Averaging Date, then JPMorgan may determine the number of Averaging Date(s) in respect of the final Valuation Date; provided that the number of Averaging Dates shall not be greater than the quotient (rounded up to the nearest whole number) of the Number of Shares divided by the ADTV Limit. The first Averaging Date in respect of the final Valuation Date shall occur on the final Valuation Date, with the remaining number of Averaging Dates, if any, occurring thereafter, one on each succeeding Scheduled Trading Day.

ADTV Limit:

20% of the average daily composite trading volume reported for the Shares for the regular trading hours of the Exchange for the 28 consecutive calendar days ending on the Exchange Business Day immediately prior to the final Valuation Date, as determined by the Calculation Agent using Bloomberg function "<equity> HP" (or any successor thereto as determined by the Calculation Agent) with respect to the Ticker for the Shares or, if such average daily trading volume is not so reported for any reason or is manifestly erroneous, as determined by the Calculation Agent using other commercially reasonable means.

Averaging Date Disruption:

Modified Postponement; provided that if a Market Disruption Event occurs on any Averaging Date, the Calculation Agent may take either or both of the following actions: (a) postpone the scheduled final Averaging Date in accordance with Modified Postponement and/or (b) determine that such Averaging Date is a Disrupted Day only in part, in which case the Calculation Agent shall (i) determine the VWAP Price for such Disrupted Day based on eligible transactions in the Shares on such Disrupted Day taking into account the nature and duration of such Market Disruption Event, (ii) designate an additional Averaging Date to occur after the last scheduled Averaging Date and (iii) determine the Gross Price in respect of the final Valuation Date based on an appropriately weighted average instead of the arithmetic mean described under "Gross Price" above.

Any Exchange Business Day on which the Exchange is scheduled to close prior to its normal close of trading shall be deemed to be a Disrupted Day in part.

Provisions Relating to HBD Price:

HBD Price:

The volume-weighted average price per Share that would be realized by a Hypothetical Broker Dealer, acting in a commercially reasonable manner, in terminating or liquidating Applicable Hedge Positions during the Final Execution Period, as determined by the Calculation Agent.

Final Execution Period:

The period from, and including, the final Valuation Date to, and including, the Exchange Business Day on which a Hypothetical Broker Dealer, acting in a commercially reasonable manner, would execute the last long or short transaction, as the case may be, to unwind Applicable Hedge Positions in respect of such Transaction, as determined by the Calculation Agent.

Floating Amounts:

Notional Amount: If there is more than one Averaging Date or the Final Execution Period is longer than one day, then the Calculation Agent shall make commercially reasonable adjustments to the Notional Amount for each day commencing one Settlement Cycle following the final Valuation Date for purposes of computing the applicable Floating Amount.

Dividends:

Dividend Amount: The Relevant Amount multiplied by the Dividend Percentage multiplied by the Number of Shares as of the ex-dividend date for the relevant dividend; provided that for any Transaction in respect of which there is more than one Averaging Date or the Final Execution Period is longer than one day, the Calculation Agent shall make commercially reasonable adjustments to the Number of Shares for purposes of calculating the Dividend Amount if an ex-dividend date occurs on any Averaging Date or during the Final Execution Period, as applicable.

Dividend Payment Date(s): As specified in the GMCA; provided, however, that if the ex-dividend date for the relevant dividend has occurred but the related Dividend Distribution Date would occur after the Termination Date, the Dividend Payment Date for the relevant Dividend Amount will be such Dividend Distribution Date or, if agreed by the parties, the date that would have been the next scheduled Dividend Payment Date but for the occurrence of the Termination Date or such other date as may be agreed by the parties.

Relevant Amount: In respect of any Share, the Paid Amount.

Extraordinary Events:**Consequences of Merger Events:**

Share-for-Share:	Alternative Obligation.
Share-for-Other:	Cancellation and Payment.
Share-for-Combined:	Component Adjustment.

Consequences of Tender Offers:

Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Calculation Agent Adjustment.
Share-for-Combined:	Calculation Agent Adjustment.

Nationalization, Insolvency or Delisting:

Cancellation and Payment; provided that (a) if the Exchange is located in the United States, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NYSE Arca, The NASDAQ Global Select Market, The NASDAQ Global Market (or their respective successors) or any other exchange possessing

comparable liquidity, as determined by the Calculation Agent; if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange; and (b) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by adding “ or (C) with respect to any Transaction for which the Shares are issued by a trust (such issuer trust, the “**Trust Issuer**”), if the trust agreement or any similar governing document of the Trust Issuer is terminated, or the Trust Issuer becomes, for any reason, subject to termination, liquidation, dissolution or winding-up or any other analogous proceeding” at the end of clause (B) thereof.

Single Index Swap General Terms Supplement

1. The general terms of each Index Transaction to which this Single Index Swap General Terms Supplement (this “**SIS GTS**”) relates are as provided below (unless otherwise specified in the related Transaction Supplement). This SIS GTS supplements the Global Master Securities Swap Confirmation Agreement dated as of December 7, 2020 (as amended and supplemented from time to time, the “**GMCA**”) between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and each entity identified as a counterparty therein (each, a “**Counterparty**”). Unless otherwise specified in the related Transaction Supplement or unless certain common terms in the GMCA provide that such terms apply to transactions other than Index Transactions, all common terms set forth in the GMCA shall apply to each Index Transaction under this SIS GTS. Capitalized terms used in this SIS GTS and not otherwise defined shall have the meanings assigned to them in the GMCA.

General Terms:

Index:	The index identified by the Ticker.
Ticker:	As specified in the related Transaction Supplement.
Component Security:	Each security contained in the Index. Each Component Security shall be considered a Share for purposes of the Equity Definitions and references therein to the “Issuer” shall be construed as references to the issuer of a Component Security.
Exchange(s):	If the primary exchange for each Component Security comprising an Index (each, a “ Component Exchange ”) is the same exchange, then such exchange shall be the Exchange in respect of such Index. If Exchange Code “CSE” is specified, or if the Component Exchange for each Component Security comprising an Index is not the same exchange, the Exchanges in respect of such Index shall be “Component Security Exchanges”.
Exchange Code(s):	If there is only one Component Exchange in respect of the Index, as specified in the related Transaction Supplement; otherwise, CSE.
Index Disclaimer:	Applicable.
U.S. Macro Index:	The S&P 500 Index, the S&P MidCap 400 Index, the Nasdaq 100 Index, the Russell 1000 Index, the Russell 2000 Index, the Russell 3000 Index or any total return index of any such indices.

Equity Amounts:

Number of Units:	The number of Index units specified in the related Transaction Supplement.
Initial Price:	The Index level as specified in the related Transaction Supplement. For the avoidance of doubt, the Initial Price will include any relevant fees and commissions specified in any schedule of fees or pricing sheet forming a part of the Transaction Supplement or as may otherwise be agreed by the parties.
Final Price:	In respect of any Interim Valuation Date, the Gross Price in respect of such Valuation Date. In respect of the final Valuation Date:

(a) if JPMorgan is the Equity Amount Payer, the product of (A) the Gross Price (or, if “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, the Official Settlement Price) in respect of the final Valuation Date and (B) 100% minus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation; and

(b) if Counterparty is the Equity Amount Payer, the product of (A) the Gross Price (or, if “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, the Official Settlement Price) in respect of the final Valuation Date and (B) 100% plus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation.

Notwithstanding the foregoing, if “Futures Price Valuation” is specified as applicable in the related Transaction Supplement, in respect of a Valuation Date determined pursuant to an Optional Early Termination:

(i) if JPMorgan is the Equity Amount Payer, the product of (A) the FPV HBD Price and (B) 100% minus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation; and

(ii) if Counterparty is the Equity Amount Payer, the product of (A) the FPV HBD Price and (B) 100% plus the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation.

Gross Price: In respect of any Exchange Business Day, the official closing level of the Index on such Exchange Business Day, as determined by the Calculation Agent.

Dividends:

For the purpose of Article 10 of the Equity Definitions, references to “Shares” shall be deemed to be references to any Component Security.

Dividend Amount: In respect of any Dividend Period and the related Dividend Payment Date, the aggregate sum of the Individual Dividend Amounts.

Individual Dividend Amount: In respect of any dividend or distribution on any Component Security, an amount determined by the Calculation Agent equal to (a) the product of (i) the Number of Component Security on the ex-dividend date for such dividend or distribution, (ii) the Relevant Amount, (iii) the applicable Dividend Percentage and (iv) the Number of Units on the ex-dividend date for such dividend or distribution divided by (b) the Official Index Divisor in effect on the ex-dividend date for such dividend or distribution; provided that the Calculation Agent shall exclude any such dividend or distribution (or a portion thereof) from calculation of the Individual Dividend Amount if the Index has taken into account such dividend or distribution (or a portion thereof), whether through a change in the composition of the Index and/or level of the Index or the Official Index Divisor or otherwise.

Number of Component Security: In respect of any Component Security at any time, the number of units of such Component Security included in the Index at such time.

Relevant Amount: With respect to any Component Security, the sum of (a) any Cash Dividend Amount and (b) any Non-Cash Dividend Value.

Cash Dividend Amount:	In respect of any Component Security and a Dividend Period, for each dividend or distribution for which the Dividend Distribution Date would occur in the next Dividend Period (or after the Termination Date), the Ex Amount, as adjusted by the Calculation Agent by reference to relevant public announcements by the Issuer and/or other information sources or market data deemed reliable by the Calculation Agent; otherwise, the Paid Amount.
Non-Cash Dividend Value:	In respect of any Component Security, an amount per unit of such Component Security equal to the gross cash value of any non-cash dividend or distribution (“ Distribution Property ”) that a Hypothetical Broker Dealer would realize if it were to sell the relevant Distribution Property (if JPMorgan is the Equity Amount Payer) or if it were to buy, or maintain short Applicable Hedge Positions in, the relevant Distribution Property (if Counterparty is the Equity Amount Payer) on the relevant date of distribution. If such cash value is commercially impracticable to realize, the cash value of the Distribution Property shall be determined by the Calculation Agent based on relevant market data, the characteristics of the Distribution Property and the capital structure of the Issuer. In either case, the Non-Cash Dividend Value shall be expressed in a currency determined by the Calculation Agent in light of the market or markets for the Distribution Property. In the event that the holder of the Component Security shall have the right to elect the composition of the Distribution Property (including whether such dividend or distribution shall be, in whole or in part, a cash dividend or Distribution Property), JPMorgan shall determine the composition of the relevant cash dividend or Distribution Property based on an election determined by it.
Official Index Divisor:	The denominator calculated and periodically published by the Index Sponsor that is used to calculate the level of the Index as of any Exchange Business Day from the aggregate market value of all Component Securities on such Exchange Business Day or to otherwise normalize the level of the Index.
Non-Publication and Correction:	The Calculation Agent shall determine the Number of Component Security or the Official Index Divisor if the Index Sponsor does not publish such information for whatever reason including, without limitation, the fact that it has not published such information per its ordinary practice or has failed to do so due to an Index Disruption (in either or any case, a “ Non-Publication ”), and in making any such determination the Calculation Agent may take into account the formula for and method of calculating the Number of Component Security or the Official Index Divisor, if any, last in effect prior to such Non-Publication and any publicly available information concerning the Index that the Calculation Agent determines is relevant. Without limiting the generality of Section 11.4 of the Equity Definitions, in the event that an Official Index Divisor or the Number of Component Security utilized for any calculation or determination under a Transaction is subsequently corrected (or, where there has been a Non-Publication, subsequently published by the Index Sponsor) and published by the Index Sponsor within five Scheduled Trading Days after the original publication (or the date of the Calculation Agent’s determination in the case of a Non-Publication), either party may notify the other party of that correction and/or subsequent publication and the Calculation Agent will adjust the Individual Dividend Amount as appropriate to take into account such correction and/or subsequent publication.

Index Adjustments Events:

Index Cancellation:	Cancellation and Payment.
Index Modification:	Cancellation and Payment.
Index Disruption:	Calculation Agent Adjustment. For the avoidance of doubt, if an Index Disruption occurs on any Valuation Date that is also a Disrupted Day, Section 6.6 of the Equity Definitions shall apply.

2. **Component Security Index Provisions.** Notwithstanding anything to the contrary herein or in the Equity Definitions, if “Component Security Exchanges” are deemed to be the Exchange(s) for any Transaction herein or specified as the Exchange(s) in the related Transaction Supplement, the following provisions will apply:

Scheduled Trading Day:	Any day on which the Index Sponsor is scheduled to publish the level of the Index.
Exchange Business Day:	Any Scheduled Trading Day on which the Index Sponsor publishes the level of the Index.
Gross Price:	If an Optional Early Termination occurs, the Gross Price in respect of the final Valuation Date that is accelerated to the Acceleration Date shall be the price determined by the Calculation Agent by reference to (a) the closing price of each Component Security on the Component Exchange for such Component Security on such Valuation Date, subject to Consequences of Disrupted Days below, and (b) the published rules of the Index.
Consequences of Disrupted Days:	<p>(a) If any Interim Valuation Date is a Disrupted Day, the Final Price in respect of such Interim Valuation Date shall be the Gross Price on the immediately preceding Exchange Business Day; and</p> <p>(b) if the final Valuation Date is a Disrupted Day, (i) the final Valuation Date shall be postponed to the Exchange Business Day that the Calculation Agent determines would be the day that a Hypothetical Broker Dealer would have terminated or liquidated the Applicable Hedge Positions for all Component Securities and (ii) the Calculation Agent shall determine the Gross Price in respect of such postponed Valuation Date by calculating a hypothetical closing level of the Index for such date using the values for each Component Security not affected by the occurrence of such Disrupted Day determined as of the scheduled final Valuation Date and the values for each Component Security affected by the occurrence of such Disrupted Day (each, an “Affected Component Security”) determined as of the Exchange Business Day that the Calculation Agent determines would be the day that a Hypothetical Broker Dealer would have terminated or liquidated the Applicable Hedge Positions for such Affected Component Security. In making such determination, the Calculation Agent shall take into account (x) the formula for and method of calculating the number and value of such Affected Component Security or the Official Index Divisor last in effect prior to the first Disrupted Day in respect of such Affected Component Security (or, if such calculation or publication has not been previously made by the Index Sponsor, based on any publicly available information concerning the Index that the Calculation Agent determines is relevant); (y) the impact that the relevant Market Disruption Event or failure to open would have on the trading activity of a Hypothetical Broker Dealer in each</p>

Affected Component Security in respect of the Applicable Hedge Positions and (z) by reference to: (A) the closing price of each Affected Component Security on the Component Exchange for such Affected Component Security for the first day that is not a Disrupted Day in respect of such Affected Component Security; and/or (B) the impact of any corporate actions in respect of each Affected Component Security occurring on any Disrupted Day that have not otherwise been taken into account; and/or (C) the level of the Index or prices of each Affected Component Security on any Disrupted Day.

Market Disruption Event:

In respect of the final Valuation Date, “Market Disruption Event” means the occurrence or existence of:

(a) in respect of any Component Security, (i) a Trading Disruption; (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Component Exchange for such Component Security; or (iii) an Early Closure; or

(b) in respect of futures or options contracts relating to the Index, (i) a Trading Disruption; (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of any relevant Related Exchange; or (iii) an Early Closure.

For purposes of determining whether a Market Disruption Event has occurred, “Valuation Time” means (x) in respect of any Component Security, the Scheduled Closing Time on the Component Exchange for such Component Security, and (y) in respect of any futures contracts or options contracts on the Index, the close of trading on any relevant Related Exchange.

Trading Disruption, Exchange Disruption, Early Closure and Disrupted Day:

As used in these Component Security Index Provisions, the terms “Trading Disruption”, “Exchange Disruption”, “Early Closure” and “Disrupted Day”, when used in respect of an Index and a particular Component Security, shall mean a Disrupted Day determined as if the relevant Transaction were a Share Transaction, the Shares were such Component Security and the Exchange were the Component Exchange for such Component Security.

Index Disruption:

Calculation Agent Adjustment; provided that (a) if an Index Disruption occurs on any Valuation Date other than the final Valuation Date that is also a Disrupted Day, such event shall constitute an Index Disruption and “Consequences of Disrupted Day” above shall not apply; and (b) if an Index Disruption occurs on the final Valuation Date that is also a Disrupted Day, “Consequences of Disrupted Day” above shall apply.

Share Basket Swap General Terms Supplement

1. The general terms of each Basket Transaction to which this Share Basket Swap General Terms Supplement (this “**SBS GTS**”) relates are as provided below (unless otherwise specified in the related Transaction Supplement). This SBS GTS supplements the Global Master Securities Swap Confirmation Agreement dated as of December 7, 2020 (as amended and supplemented from time to time, the “**GMCA**”) between JPMorgan Chase Bank, National Association (“**JPMorgan**”) and each entity identified as a counterparty therein (each, a “**Counterparty**”). Unless otherwise specified in the related Transaction Supplement or unless certain common terms in the GMCA provide that such terms apply to transactions other than Basket Transactions, all common terms set forth in the GMCA shall apply to each Basket Transaction under this SBS GTS. Capitalized terms used in this SBS GTS and not otherwise defined shall have the meanings assigned to them in the GMCA.

General Terms:

Basket:	As specified in the related Transaction Supplement.
Basket Ticker:	A level in respect of the Basket may be published under the Basket Ticker on the Bloomberg Page (or any successor page thereto) specified in the related Transaction Supplement. Any levels so published are for informational purposes only and are not binding in any way with respect to any Transaction.
Share _i :	Each class of Shares included in the Basket identified by the ticker specified in the related Transaction Supplement. The parties agree that the Basket for each Transaction to which this SBS GTS relates shall not include any Share _i for which the Exchange _i is located in APAC Region 2 or the LatAm Region. Each Share _i shall be considered a Share for purposes of Equity Definitions.
Number of Share _i :	In respect of a Share _i , the Number of Shares for such Share _i specified in the related Transaction Supplement.
Exchange _i :	In respect of a Share _i , the exchange for such Share _i identified by the Exchange Code _i .
Exchange Code _i :	In respect of a Share _i , as specified in the related Transaction Supplement.

Equity Amounts:

Number of Baskets:	The number of Baskets specified in the related Transaction Supplement.
Initial Price:	As specified in the related Transaction Supplement. For the avoidance of doubt, the Initial Price will include any relevant fees and commissions specified in any schedule of fees or pricing sheet forming a part of the Transaction Supplement or as may otherwise be agreed by the parties.
Final Price:	<p>In respect of any Interim Valuation Date, the Gross Price in respect of such Valuation Date. In respect of the final Valuation Date:</p> <p>(a) if JPMorgan is the Equity Amount Payer, the product of (A) the Gross Price in respect of the final Valuation Date and (B) 100% <u>minus</u> the Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation; and</p> <p>(b) if Counterparty is the Equity Amount Payer, the product of (A) the Gross Price in respect of the final Valuation Date and (B) 100% <u>plus</u> the</p>

Final Price Fee, as such product is adjusted by the Calculation Agent to account for any Taxation.

Gross Price: In respect of any Exchange Business Day, an amount determined by the Calculation Agent as follows:

$$\frac{\sum_{i=1}^n \text{Relevant Price}_i \times \text{Number of Share}_i}{\text{Basket Divisor in effect on such Exchange Business Day}}$$

Where, “n” equals the number of different classes of Shares included in the Basket.

Relevant Price_i: In respect of a Share_i on any Exchange Business Day, the official closing price per Share_i on Exchange_i at the Valuation Time on such Exchange Business Day, as determined by the Calculation Agent.

Basket Divisor: As specified in the related Transaction Supplement.

Dividends:

Dividend Amount: In respect of any Dividend Period and the related Dividend Payment Date, the aggregate sum of the Individual Dividend Amounts.

Individual Dividend Amount: In respect of any dividend on any Share_i, an amount determined by the Calculation Agent equal to (a) the product of (i) Number of Share_i on the ex-dividend date for such dividend, (ii) the Relevant Amount in respect of such Share_i, (iii) the Dividend Percentage in respect of Share_i and (iv) the Number of Baskets on the ex-dividend date for such dividend divided by (b) the Basket Divisor in effect on the ex-dividend date for such dividend.

Relevant Amount: In respect of a Share_i and a Dividend Period, if the Dividend Distribution Date for the relevant dividend or distribution would occur: (a) in the next Dividend Period (or after the Termination Date), the Ex Amount, as adjusted by the Calculation Agent by reference to relevant public announcements by the Issuer and/or other information sources or market data deemed reliable by the Calculation Agent; or (b) during such Dividend Period, the Paid Amount.

Extraordinary Events:

Consequences of Merger Events:

Share-for-Share:	Alternative Obligation.
Share-for-Other:	Divisor Calculation Agent Adjustment.
Share-for-Combined:	Component Adjustment.

Consequences of Tender Offers:

Share-for-Share:	Divisor Calculation Agent Adjustment.
Share-for-Other:	Divisor Calculation Agent Adjustment.

Share-for-Combined:	Divisor Calculation Agent Adjustment.
Divisor Calculation Agent Adjustment:	If Divisor Calculation Agent Adjustment is applicable, then effective as of the Scheduled Trading Day following the Divisor Adjustment Reference Date, (a) the Number of Share _i in respect of the Affected Shares shall be zero, and (b) the Basket Divisor shall be <u>multiplied by</u> the quotient obtained by <u>dividing</u> (i) the Adjusted Basket Price <u>by</u> (ii) the Pre-Adjusted Basket Price.
Divisor Adjustment Reference Date:	<p>(a) In the case of a Merger Event, the Exchange Business Day that is the last date on which the Affected Shares trade on Exchange_i at any time during the regular trading session on such Exchange_i; or</p> <p>(b) in the case of a Tender Offer, the related Closing Date (as defined in Section 12.7(b) of the Equity Definitions).</p>
Affected Shares:	Every Share _i in respect of which an Extraordinary Event has occurred.
Pre-Adjusted Basket Price:	The Gross Price as of the Divisor Adjustment Reference Date, determined by the Calculation Agent as if the Divisor Adjustment Reference Date were a Valuation Date.
Adjusted Basket Price:	<p>The Gross Price as of the Divisor Adjustment Reference Date, determined by the Calculation Agent as if (a) the Divisor Adjustment Reference Date were a Valuation Date and (b) the Affected Shares were not included in the Basket.</p> <p>For the purpose of calculating the Pre-Adjusted Basket Price and the Adjusted Basket Price, if the Divisor Adjustment Reference Date is a Disrupted Day for any Share_i, the Relevant Price_i in respect of such Share_i shall mean the last price per Share_i traded on Exchange_i on the Divisor Adjustment Reference Date (or, if no such price is available for any reason, the last available price per Share_i traded on such Exchange_i prior to the Divisor Adjustment Reference Date), as determined by the Calculation Agent.</p>
Nationalization, Insolvency or Delisting:	Partial Cancellation and Payment; <u>provided</u> that (a) if an Exchange _i is located in the United States, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if such Share _i is not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NYSE Arca, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if such Share _i is immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be Exchange _i ; and (b) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by adding “ or (C) with respect to any Share _i that is issued by a trust (such issuer trust, the “ Trust Issuer ”), if the trust agreement or any similar governing document of the Trust Issuer is terminated, or the Trust Issuer becomes, for any reason, subject to termination, liquidation, dissolution or winding up or any other analogous proceeding” at the end of clause (B) thereof.

2. Basket Modification. Counterparty may make an irrevocable request (a “**Basket Modification Request**”) to JPMorgan by (x) an agreed electronic messaging protocol other than FIX or (y) e-mail to modify the composition of the Basket for a Transaction (a “**Basket Modification**”) by identifying the relevant Transaction to be modified (the “**Modified Transaction**”) and specifying the manner in which the composition of the Basket for the Modified Transaction is requested to be modified and any other terms relevant to such Basket Modification. The procedure and timing for request, approval, entry into and confirmation of a Basket Modification will be the same as for entry into a new Transaction (it being understood, for the avoidance of doubt, that unless such Basket Modification Request is accepted by JPMorgan, the Modified Transaction shall not be modified or otherwise affected, and such Basket Modification Request shall have no effect on any Transaction) and, in addition, the last paragraph of Section 9(c) of the GMCA shall apply to any Basket Modification Request as if such Basket Modification Request were an Optional Early Termination Notice delivered by Counterparty. The Calculation Agent shall adjust the terms of the Transaction as necessary to reflect the impact of the Basket Modification. The Basket Modification shall be evidenced by a Trading Statement, and it is understood that JPMorgan may assign (i) a new transaction identifier in respect of such Modified Transaction and/or (ii) a new Basket Ticker in respect of the Basket for the Modified Transaction. If a Basket Modification results in a net decrease in the Equity Notional Amount for the Modified Transaction, then one party shall make a payment to the other party based on that decrease. For the avoidance of doubt, a request by Counterparty to reduce the Basket by a whole Number of Baskets or to decrease the Equity Notional Amount without any change to the Basket Divisor or the relative composition of the Share; included in the Basket shall be treated as an Optional Early Termination Notice and shall be subject to Section 9(c) of the GMCA.

3. Non-dissemination of Basket Ticker. Any Basket Ticker in respect of the Basket that is transmitted, and the level in respect of the Basket that is published under the Basket Ticker on the Bloomberg Page (or any successor page thereto) specified in the related Transaction Supplement, is intended only for the person or entity to which it is addressed and contains confidential and/or privileged material. Counterparty covenants to JPMorgan not to reproduce, distribute or disseminate, and to procure its agents, service providers and advisers to not reproduce, distribute or disseminate, the Basket Ticker or the level in respect of the Basket other than in accordance with JPMorgan’s Terms of Business for Professional Clients (for which purpose, for the avoidance of doubt, such level constitutes “JPM Data”). Notwithstanding anything to the contrary in the Master Agreement, if Counterparty breaches this covenant, it shall constitute an Additional Termination Event under the Master Agreement for which Counterparty shall be the sole Affected Party and the Transaction(s) related to such breach shall be the sole Affected Transaction(s).