

CORPORATE ACTION NOTICE

TERMINATION NOTICE



February 10, 2021

**NOTICE TO HOLDERS OF AMERICAN DEPOSITARY RECEIPTS ("ADRs")
REPRESENTING DEPOSITED ORDINARY SHARES OF:
XIAOMI CORPORATION
ONE ADS REPRESENTS FIVE ORDINARY SHARES
CUSIP: 98421U108 AND UNDERLYING ISIN: KYG9830T1067**

You are hereby notified, as holders of the above American Depositary Shares ("ADSs"), that The Bank of New York Mellon (the "Depositary") intends to amend the Statement of Terms and Conditions (the "Statement") under which the ADSs are issued to shorten the notice period for termination of the Statement and to amend the time period after which the Depositary may sell the deposited Shares.

The amendment will become effective on **March 12, 2021**, which is at least 30 days after the date of this Notice. The intended amended provision of the Statement is set forth in Exhibit A to this Notice.

You are further notified that the Statement, as amended, will terminate at 5:00 pm (Eastern Time) on **March 12, 2021**.

As a result of the termination of the Statement, as amended, you will have until at least **September 13, 2021** to take action to retain your interest in shares of the Company. If you do not surrender your ADSs and request delivery of the underlying Shares before the Depositary sells those Shares, you will lose the right to receive those Shares and instead will be entitled, upon subsequent surrender of your ADSs, to receive the net proceeds of the sale of those Shares, converted into U.S. dollars if received by the Depositary in another currency. The Depositary expects to commence selling the remaining deposited Shares promptly after **September 13, 2021**.

If you surrender ADSs for the purpose of withdrawing the underlying Shares before the Depositary sells those Shares, the Depositary will charge you a fee of \$.05 per ADS surrendered plus a fee of \$17.50 for instructing its custodian with respect to delivery of the Shares and any applicable taxes or governmental charges. Payment should be made to The Bank of New York Mellon.

Please note that, if you surrender your ADSs for the purpose of withdrawing the underlying Shares, the delivery in the local market may require additional processes in order to receive those Shares from the Depositary's custodian. You or your broker must contact your bank/agent to ensure that the necessary processes are satisfied. If the Shares are not delivered to and received by your bank/agent by the date the Depositary is permitted to sell the Shares, you will remain an ADS holder and may thereafter only receive any net cash proceeds from sale of those Shares, as described above.

If you intend to surrender ADSs for the purpose of withdrawing the underlying Shares, you should contact the Depositary and your broker to make arrangements to do so well in advance of **September 13, 2021**.

If you wish to receive payment of the proceeds of the sale of Shares, please do not surrender your ADSs at this time. The Depositary will send a separate notice with instructions to surrender your ADSs after the sale of Shares has been completed.

If you surrender your ADSs to obtain payment of proceeds of the sale of Shares after the Depositary sells the remaining deposited Shares, the Depositary will charge you a fee of \$.05 per ADS surrendered. The expenses of sale and any applicable taxes or governmental charges will be deducted from the payment you will receive.

For information regarding your Xiaomi Corporation ADSs, please contact the Depositary on telephone number 1-888-BNY-ADRs (1-888-269-2377).

As Depositary

THE BANK OF NEW YORK MELLON,

Dated: February 10, 2021

Exhibit A

Article 13 of the Statement is amended to read as follows:

(a) The Depositary may at any time initiate a termination of the agreement created by deposits of Shares under these Terms and Conditions by mailing notice of such termination to the Owners of all American Depositary Shares then outstanding at their addresses appearing upon the books of the Depositary at least 30 days prior to the date fixed in such notice for termination (the “**Termination Date**”), and that agreement shall terminate on that Termination Date.

(b) At any time after six months following the Termination Date, the Depositary may sell the Deposited Securities then held and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will become general creditors of the Depositary with respect to those net proceeds. After making that sale, the Depositary shall be discharged from all obligations under these Terms and Conditions, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with these Terms and Conditions and any applicable taxes or governmental charges) and (ii) for its obligations under paragraph (c) below.

(c) After the Termination Date, the Depositary shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in these Terms and Conditions and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with these Terms and Conditions and any applicable taxes or governmental charges. After the Termination Date, the Depositary shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depositary may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depositary will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depositary may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under these Terms and Conditions except as provided in this Article.

(d) Any corporation or other entity into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act. In addition, the Depositary may delegate its duties under the agreement under these Terms and Conditions to a person that shall become the successor Depositary. If the Depositary delegates its duties, it shall deliver all the Deposited Securities and the register of Owners to the successor Depositary and thereafter (i) the successor depositary shall be the Depositary and shall have all the rights and shall assume all the duties of the Depositary under these Terms and Conditions and (ii) the predecessor depositary shall cease to be the Depositary and shall be discharged and released from all obligations under these Terms and Conditions. A successor Depositary shall notify the Owners that it has become the successor Depositary and has assumed all the duties of the Depositary under these Terms and Conditions.

PLEASE SEE INVESTOR DISCLOSURE ON LAST PAGE.

To learn more about Depositary Receipts, please contact DRBrokerSolutions@bnymellon.com or visit our website at adrbnymellon.com.

Investor Disclosure

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In those instances where BNY Mellon's Custodian executes DR foreign currency transactions, the Custodian has no obligation to obtain the most favorable exchange rate or to ensure that the method by which the rate will be determined will be the most favorable rate, and BNY Mellon makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, BNY Mellon may receive dividends and other distributions from an issuer of securities underlying DRs in U.S. dollars rather than in a foreign currency. In such cases, BNY Mellon will not engage in or be responsible for any foreign currency transactions and it makes no representation that the rate obtained by an issuer is the most favorable rate and it will not be liable for any direct or indirect losses associated with the rate.

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