

Frequently Asked Questions (FAQs)

regarding (i) Benchmark Amendment Agreement (version published on 30 October 2020) and (ii) the Supplemental Interest Rates, Risk Free Rates (RFR) and EONIA Definitions ("Supplemental Definitions") (version published on 30 October 2020)

1. Which documents may be amended by the Benchmark Amendment Agreement?

The Benchmark Amendment Agreement covers (each an "**Amendment Covered Document**"):

- (1) any (i) Swiss Master Agreement for OTC Derivative Instruments published by the Swiss Bankers Association (including (a) the 2003 version, (b) the 2013 version for use in connection with certain ISDA Definitions and (c) the 2013 non-ISDA version not for use in connection with any ISDA Definitions), (ii) Swiss Master Agreement for Repo Transactions published by the Swiss Bankers Association (bilateral 1999 version, multilateral 1999 version) and (iii) Swiss Master Agreement for Securities Lending and Borrowing prepared by the Swiss Bankers Association (2011 version) (each a "Swiss Master Agreement") that has been, or will be, entered into between the parties to the Benchmark Amendment Agreement prior to, on or after the date of signing the Benchmark Amendment Agreement;
- (2) documents and other confirming evidence relating to a transaction that has been, or will be, entered into under a Swiss Master Agreement referred to under (1) above (a "Confirmation"), irrespective of whether the trade date of the transaction is prior to, on or after the date of signing the Benchmark Amendment Agreement; and
- (3) any document, which by its terms secures, guarantees or otherwise supports the obligations of the relevant party under a Swiss Master Agreement referred to under (1) above or a Confirmation, including without limitation each Credit Support Appendix (as published by the Swiss Bankers Association) entered into between the parties prior to, on or after the date of signing the Benchmark Amendment Agreement in relation to a Swiss Master Agreement for OTC Derivative Instruments referred to under (1) above (a "**Credit Support Document**").

Please also see the timeline in Annex 1 hereto.

2. How can parties to Amendment Covered Documents incorporate IBOR fallbacks into the Amendment Covered Documents?

The parties may incorporate IBOR fallbacks for instance in the following ways:

- (1) For any Amendment Covered Document: by signing the Benchmark Amendment Agreement.

- (2) For a Confirmation regarding transactions entered into after 30 October 2020 under a Swiss Master Agreement for OTC Derivative Instruments published by the Swiss Bankers Association: by referring to the Supplemental Definitions in the relevant Confirmation.
- (3) For any Amendment Covered Document that is also a Protocol Covered Document as defined in the ISDA 2020 IBOR Fallbacks Protocol (i.e. it is in place as of the later of (1) 25 January 2021 as the date when the ISDA 2020 IBOR Fallbacks Protocol became effective and (2) the date the second party has adhered to the ISDA 2020 IBOR Fallbacks Protocol): by adhering to the ISDA 2020 IBOR Fallbacks Protocol.
- (4) For a Confirmation regarding a transaction entered into after 25 January 2021 as the date when the fallbacks in the amended 2006 ISDA Definitions became effective, provided that the transaction is documented by reference to the 2006 ISDA Definitions: by referring to the 2006 ISDA Definitions in the Confirmation.

Please also see the timeline in Annex 1 hereto.

3. Can parties to Amendment Covered Documents adhere to the ISDA 2020 IBOR Fallbacks Protocol and enter into the Benchmark Amendment Agreement?

Yes. The Benchmark Amendment Agreement does not have provisions that would be conflicting with the ISDA 2020 IBOR Fallbacks Protocol.

If the parties sign the Benchmark Amendment Agreement after the ISDA 2020 IBOR Fallbacks Protocol applies between them (i.e. after the later of (1) 25 January 2021 as the date when the ISDA 2020 IBOR Fallbacks Protocol became effective if they have adhered before such date and (2) the date the second party has adhered to the ISDA 2020 IBOR Fallbacks Protocol), the Benchmark Amendment Agreement confirms bilaterally between the parties such adherence in respect of Amendment Covered Documents that are also Protocol Covered Document as defined in the ISDA 2020 IBOR Fallbacks Protocol.

If the parties sign the Benchmark Amendment Agreement before the ISDA 2020 IBOR Fallbacks Protocol would otherwise apply between them (i.e. prior to the later of (1) 25 January 2021 as the date when the ISDA 2020 IBOR Fallbacks Protocol became effective and (2) the date the second party has adhered to the ISDA 2020 IBOR Fallbacks Protocol), the terms of the ISDA 2020 IBOR Fallbacks Protocol are already applicable between the parties as a result of the signing of the Benchmark Amendment Agreement.

Please also see the timeline in Annex 1 hereto.

4. Can parties to transactions documented under ISDA Master Agreements incorporate the ISDA 2020 IBOR Fallbacks Protocol by entering into the Benchmark Amendment Agreement?

No. The Benchmark Amendment Agreement does not amend ISDA documentations.

5. What does the Benchmark Amendment Agreement do?

The Benchmark Amendment Agreement amends the Amendment Covered Documents entered into between the parties thereto as follows:

- (1) **Incorporating fallbacks for Relevant IBORs:** Pursuant to Clause 1 of the Benchmark Amendment Agreement, the terms specified in, or applicable pursuant to, the relevant sections of the Attachment to the ISDA 2020 IBOR Fallbacks Protocol, as published by ISDA, are incorporated into the Amendment Covered Documents, provided that the Amendment Covered Document includes a reference to a Relevant IBOR (as defined in the ISDA 2020 IBOR Fallbacks Protocol), irrespective of whether such reference is made by reference to ISDA Definitions, a reference to a Relevant IBOR "as defined" in ISDA Definitions, or the Relevant IBOR is otherwise defined or described howsoever (please also see the timeline in Annex 1 hereto);
- (2) **Incorporating "robust written plans" in the sense of the EU Benchmark Regulation into the Amendment Covered Documents:** Pursuant to Clause 2 of the Benchmark Amendment Agreement, such "robust written plans" are incorporated into the Amendment Covered Documents to the effect that, upon the occurrence of (i) an index cessation effective date (i.e. the effective date of an index cessation other than the index being deemed no longer representative) in respect of a benchmark other than a Relevant IBOR or (ii) an administrator/benchmark event date (i.e. any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the benchmark or the administrator or sponsor of the benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body), the affected benchmark would be replaced with the method specified in Clause 2 of the Benchmark Amendment Agreement (please also see the timeline in Annex 2 hereto);
- (3) **Incorporating definitions for Risk Free Rates ("RFRs"):** Pursuant to Clause 3 of the Benchmark Amendment Agreement, the definitions set out in Part C of the Supplemental Definitions are incorporated into the Amendment Covered Documents, provided that, after the date of entering into Benchmark Amendment Agreement, the most recent version of the Supplemental Definitions, as published by the Swiss Bankers Association at the time the reference to RFRs is made in the Amendment Covered Document, would be applicable (please also see the timeline in Annex 3 hereto); and
- (4) **Incorporating EONIA Terms:** Pursuant to Clause 4 of the Benchmark Amendment Agreement, the definitions of, and fallbacks for, EONIA pursuant to Part D of the Supplemental Definitions are incorporated into the Amendment Covered Documents, provided that, after the date of entering into the Benchmark Amendment Agreement, the most recent version of the Supplemental Definitions, as published by the Swiss Bankers Association at the time the reference to EONIA is made in the Amendment Covered Document, would be applicable (please also see the timeline in Annex 4 hereto).

6. What are Relevant IBORs?

The Relevant IBORs are (a) any of the sterling LIBOR (London interbank offered rate), the Swiss franc LIBOR (London interbank offered rate), the U.S. dollar LIBOR (London interbank offered rate), the euro LIBOR (London interbank offered rate), the euro interbank offered rate, the Japanese yen LIBOR (London interbank offered rate), the Japanese yen Tokyo interbank offered rate, the euroyen Tokyo interbank offered rate, the bank bill swap

rate, the Canadian dollar offered rate, the Hong Kong interbank offered rate, the Singapore dollar swap offered rate and the Thai baht interest rate fixing; and (b) LIBOR (London interbank offered rate) with no reference to, or indication of, the currency of the relevant LIBOR (London interbank offered rate), in each case of (a) and (b), howsoever defined or described (whether in English or in any other language) in the relevant Amendment Covered Document.

This definition is the same under the Benchmark Amendment Agreement, the Supplemental Definitions and the ISDA 2020 IBOR Fallbacks Protocol and it will cover any references to LIBOR or EURIBOR rates as used in a Swiss Master Agreement for OTC Derivative Instruments published by the Swiss Bankers Association.

7. Can Parties agree to terms that are different from the Benchmark Amendment Agreement in an Amendment Covered Document?

Yes. The hierarchy in the event of conflicting provisions is as follows:

- (1) Regarding the incorporation of the Attachment to the ISDA 2020 IBOR Fallbacks Protocol pursuant to Clause 1 of the Benchmark Amendment Agreement: the Benchmark Amendment Agreement will prevail over Amendment Covered Documents in place prior to entering into the Benchmark Amendment Agreement, but the terms of the Amendment Covered Document will prevail if it is entered into after the date of the Benchmark Amendment Agreement and the parties intended to address a point differently than the Benchmark Amendment Agreement.
- (2) Regarding the incorporation of definitions for RFRs: the terms of the Amendment Covered Document will prevail.
- (3) Regarding the incorporation of EONIA: the terms of the Amendment Covered Document will prevail in the event that the parties intended to address a point differently than the Benchmark Amendment Agreement.

8. To what transactions do the Supplemental Definitions apply?

The Supplemental Definitions apply to transactions referring to interest rates when entered into under a Swiss Master Agreement for OTC Derivative Instruments published by the Swiss Bankers Association or a deemed Swiss Master Agreement for OTC Derivative Instruments entered into by reference thereto in a Confirmation, provided that the parties refer to the terms of the Supplemental Definitions in the Confirmation documenting the transaction.

Parts C and D of the Supplemental Definitions as regards the definitions of Risk Free Rates and EONIA apply also as result of entering into a Benchmark Amendment Agreement irrespective of any references thereto in a Confirmation.

Please also see the timelines in Annexes 1 to 4 hereto.

9. What do the Supplemental Definitions do?

The Supplemental Definitions add the following additional terms to a Confirmation entered into under a Swiss Master Agreement for OTC Derivative Instruments published by the

Swiss Bankers Association, provided that the parties refer to the terms of the Supplemental Definitions in the documentation of the transaction or they have otherwise agreed to apply the Supplemental Definitions:

- (1) they incorporate, pursuant to Part A, the following into any transactions referring to interest rates:
 - a. rules regarding corrections to published and displayed rates in line with the provisions of the 2006 ISDA Definitions;
 - b. rules regarding interpolation in line with the provisions of the 2006 ISDA Definitions;
 - c. rules regarding rounding in line with the provisions of the 2006 ISDA Definitions;
 - d. the provisions of the ISDA 2013 Discontinued Rates Maturities Protocol as published by the International Swaps and Derivatives Association, Inc. on October 11, 2013;
 - e. rules regarding the calculation of fixed negative interest rates.
- (2) they incorporate, pursuant to Part B Clause 1, the terms specified in, or applicable pursuant to, the relevant sections of the Attachment to the ISDA 2020 IBOR Fallbacks Protocol, as published by ISDA, into a Confirmation, provided that the Confirmation includes a reference to a Relevant IBOR, irrespective of whether such reference is made by reference to ISDA Definitions, a reference to a Relevant IBOR "as defined" in, or otherwise provides that the Relevant IBOR has the meaning given in, ISDA Definitions, or the Relevant IBOR is otherwise defined or described howsoever;
- (3) they incorporate, pursuant to Part B Clause 2, "robust written plans" in the sense of the EU Benchmark Regulation as under Clause 2 of the Benchmark Amendment Agreement;
- (4) they incorporate, pursuant to Part C, definitions for the calculation of compounded RFRs for
 - a. SARON;
 - b. SONIA;
 - c. SOFR;
 - d. €STR;
 - e. TONA;
 - f. SORA;
 - g. THOR;
 - h. AONIA;
 - i. CORRA;

- j. DKKOIS;
- k. HONIX;
- l. NZIONA;
- m. SIOR;
- n. TELREF.

(5) they incorporate, pursuant to Part D, definitions for the calculation of EONIA and the fallbacks for EONIA (EONIA Compound rates and EONIA Average).

10. What are the triggers for the fallbacks that will apply pursuant to Clause 1 of the Benchmark Amendment Agreement and Part B Clause 1 of the Supplemental Definitions?

They are the same as under the ISDA 2020 IBOR Fallbacks Protocol (reference is made to section 6 of the Attachment to the ISDA 2020 IBOR Fallbacks Protocol).

11. Which are the fallbacks that will apply pursuant to Clause 1 of the Benchmark Amendment Agreement and Part B Clause 1 of the Supplemental Definitions?

They are the same as under the ISDA 2020 IBOR Fallbacks Protocol (reference is made to section 6 of the Attachment to the ISDA 2020 IBOR Fallbacks Protocol).

Please see below an overview of the relevant rates (note that parties shall review the ISDA 2020 IBOR Fallbacks Protocol before using this information):

Cur-rency	IBOR	Fallback Rate ¹	Fallback to Fallback Rate	Further Fallbacks
CHF	CHF LI-BOR	term adjusted SARON plus the spread, as published by Bloomberg	SARON, subject to adjustment by Calculation Agent	NWG Recommended Rate ² or, if there is no NWG Recommended Rate before the end of the first Zurich Banking Day following the relevant Fallback Index Cessation Effective Date, Modified

¹ For further information on the publication by Bloomberg (including (1) a term-adjusted rate, (2) the spread and (3) an all-in rate) reference is made to <https://www.bloomberg.com/professional/solution/libor-transition/>.

² The rate recommended as the replacement for SARON by any working group or committee in Switzerland organized in the same or similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013.

				SNB Policy Rate ³ , each subject to adjustment by Calculation Agent
USD	USD LI-BOR	term adjusted SOFR plus the spread, as published by Bloomberg	SOFR, subject to adjustment by Calculation Agent	FED Recommended Rate ⁴ or, if there is no FED Recommended Rate before the end of the first U.S. Government Securities Business Day following the relevant Fallback Index Cessation Effective Date or a Fallback Index Cessation Effective Date occurs with respect to the FED Recommended Rate, OBFR ⁵ , or if a Fallback Index Cessation Event occurs with respect to OBFR, FOMC Target Rate ⁶ , each subject to adjustment by Calculation Agent
GBP	GBP LI-BOR	term adjusted SONIA plus the spread, as published by Bloomberg	SONIA, subject to adjustment by Calculation Agent	GBP Recommended Rate ⁷ or, if there is no NWG Recommended Rate before the end of the first London Banking Day following the relevant Fallback Index Cessation Effective Date, or a Fallback Index Cessation Effective Date occurs with respect to the GBP

³ The policy rate of the Swiss National Bank plus the relevant SNB Spread.

⁴ The rate recommended by the Federal Reserve Board or the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York as a replacement for SOFR, as adjusted.

⁵ Overnight Bank Funding Rate as provided by the Federal Reserve Bank of New York.

⁶ The short-term interest rate target set by the Federal Open Market Committee.

⁷ The rate recommended as the replacement for SONIA by (a) the administrator of SONIA if the administrator of SONIA is a national central bank, or (b) if the national central bank administrator of SONIA does not make a recommendation or the administrator of SONIA is not a national central bank, a committee designated for this purpose by one or both of the FCA and the Bank of England.

				Recommended Rate, UK Bank Rate ⁸ , each subject to adjustment by Calculation Agent
AUD	BBSW	term adjusted AONIA plus the spread, as published by Bloomberg	AONIA, subject to adjustment by Calculation Agent	RBA Recommended Rate ⁹ , subject to adjustment by Calculation Agent
JPY	JPY LIBOR TIBOR Euroyen TIBOR	term adjusted TONA plus the spread, as published by Bloomberg	TONA, subject to adjustment by Calculation Agent	JPY Recommended Rate ¹⁰ , subject to adjustment by Calculation Agent
CAD	CDOR	term adjusted CORRA plus the spread, as published by Bloomberg	CORRA, subject to adjustment by Calculation Agent	CAD Recommended Rate ¹¹ or, if there is no CAD Recommended Rate before the end of the first Toronto Banking Day following the relevant Fallback Index Cessation Effective Date, or a Fallback Index Cessation Effective Date occurs with respect to the CAD Recommended Rate, BOC Target Rate ¹² , each subject to adjustment by Calculation Agent

⁸ The bank rate set by the Monetary Policy Committee of the Bank of England.

⁹ The rate recommended by the Reserve Bank of Australia as a replacement for AONIA, as adjusted.

¹⁰ The rate recommended by a committee officially endorsed or convened by the Bank of Japan as a replacement for TONA, as adjusted.

¹¹ The rate recommended by a committee officially endorsed or convened by the Bank of Canada as a replacement for CORRA, as adjusted.

¹² The Bank of Canada's Target for the Overnight Rate as set by the Bank of Canada and published on the Bank of Canada's Website.

HKD	HIBOR	term adjusted HONIA plus the spread, as published by Bloomberg	HONIA, subject to adjustment by Calculation Agent	HKD Recommended Rate ¹³ , subject to adjustment by Calculation Agent
EUR	EUR LI-BOR EURIBOR	term adjusted EuroSTR plus the spread, as published by Bloomberg	EuroSTR, subject to adjustment by Calculation Agent	ECB Recommended Rate ¹⁴ or, if there is no ECB Recommended Rate before the end of the first TARGET Settlement Day following the relevant Fallback Index Cessation Effective Date, or a Fallback Index Cessation Effective Date occurs with respect to the ECB Recommended Rate, Modified EDFR ¹⁵ , each subject to adjustment by Calculation Agent
SGD	SOR	fallback rate calculated by reference to USD/SGD FX Swap market and SOFR and published by ABS Benchmarks administration Pte. Ltd.	MAS Recommended Rate ¹⁶ or, if there is no MAS Recommended Rate before the end of the first Singapore Banking Day following the relevant Fallback Index Cessation Effective Date, or a Fallback Index Cessation Effective Date occurs with	

¹³ The rate recommended by the administrator of HONIA by a committee officially endorsed or convened by the administrator of HONIA as a replacement for HONIA, as adjusted.

¹⁴ The rate recommended by the ECB or a committee officially endorsed or convened by the ECB as a replacement for EuroSTR, as adjusted.

¹⁵ A rate equal to the Eurosystem Deposit Facility Rate plus the EDFR Spread.

¹⁶ The rate recommended by the Monetary Authority of Singapore or a committee officially endorsed or convened by the Monetary Authority of Singapore as a replacement for the fallback rate, as adjusted.

			respect to the MAS Recommended Rate, SORA ¹⁷ , each subject to adjustment by Calculation Agent	
THB	THBFIX	fallback rate calculated by reference to USD/THB FX Swap market and SOFR and published by the Bank of Thailand	BOT Recommended Rate ¹⁸ or, if there is no BOT Recommended Rate before the end of the first Bangkok Banking Day following the relevant Fallback Index Cessation Effective Date, or a Fallback Index Cessation Effective Date occurs with respect to the BOT Recommended Rate, THOR ¹⁹ , each subject to adjustment by Calculation Agent	

12. How will the term adjustment and the spread adjustment be calculated in respect of the fallback rates pursuant to Clause 1 of the Benchmark Amendment Agreement and Part B Clause 1 of the Supplemental Definitions?

The term adjustment and the spread adjustment are the same as under the ISDA 2020 IBOR Fallbacks Protocol (reference is made to section 6 of the Attachment to the ISDA 2020 IBOR Fallbacks Protocol).

¹⁷ The Singapore Overnight Rate Average as provided by the Monetary Authority of Singapore.

¹⁸ The rate recommended by the Bank of Thailand or a committee officially endorsed or convened by the Bank of Thailand as a replacement for the fallback rate, as adjusted.

¹⁹ The Thai Overnight Repurchase Rate as provided by the Bank of Thailand.

The term adjustment occurs with a compounding of the overnight rates "in arrears" as determined in respect of each IBOR tenor and a "lookback/backward-shift" of the calculation period by two banking days.

The spread adjustment is calculated in respect of a historical median over a five-year lookback period in respect of the relevant tenor and it is published by Bloomberg.²⁰

13. Do the definitions for RFRs in the Supplemental Definitions apply to Credit Support Appendices?

No, unless otherwise agreed between the parties.

14. Do the fallbacks specified for the relevant IBORs pursuant to Clause 1 of the Benchmark Amendment Agreement and Part B Clause 1 of the Supplemental Definitions also apply to RFRs?

No. The fallbacks for the IBORs must not be used for RFRs.

However, some RFRs defined in the Supplemental Definitions include fallbacks upon a cessation of the RFR, as further set out in the Supplemental Definitions.

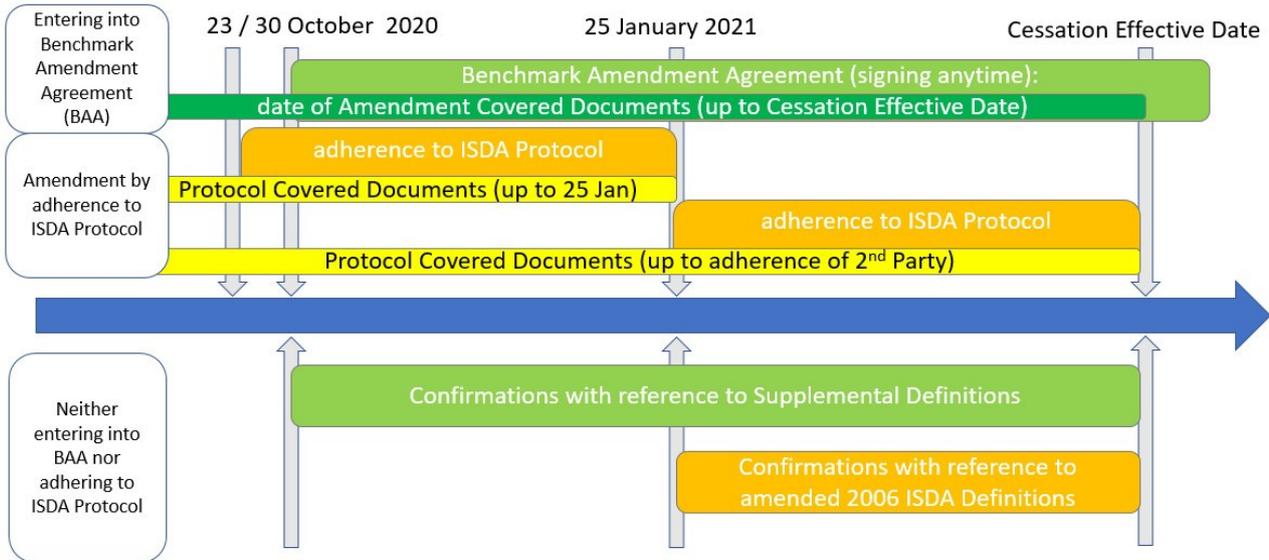
15. Will the Supplemental Definitions be amended further?

They may be amended from time to time. The current version will be published from time to time on www.swissbanking.org and labelled as such.

The references to the Supplemental Definitions will be to the most recent version of the Supplemental Definitions, as published at the time the reference it made.

²⁰ For further information on the publication by Bloomberg (including (1) a term-adjusted rate, (2) the spread and (3) an all-in rate) reference is made to <https://www.bloomberg.com/professional/solution/libor-transition/>.

Annex 1 – Timeline for applying IBOR Fallbacks



Annex 2 – Timeline for applying "robust written plans" pursuant to Clause 2 of the Benchmark Amendment Agreement



Annex 3 – Timeline for applying RFRs Terms



Annex 4 – Timeline for applying EONIA Terms

