

AMENDMENT¹

dated as of²

Between

[•], [*corporate form*] having its registered office [•], registered with [the Trade and Companies Register of [•] under number [•]], duly represented for the purposes hereof,

hereafter "**Party A**";

And

[•], [*corporate form*] having its registered office [•], registered with [the Trade and Companies Register of [•] under number [•]], duly represented for the purposes hereof,

hereafter "**Party B**",

and together, the "**Parties**";

The Parties have previously entered into one or more Covered Master Agreements, Covered Transactions and/or Covered Credit Support Documents and have now agreed to amend each Covered Master Agreement, Covered Transaction Document and/or Covered Credit Support Document as set out in this amendment (this "**Amendment**").

¹ The EONIA Bilateral Amendment Agreement published by International Swaps and Derivatives Association, Inc. (ISDA) (the "ISDA EONIA Amendment Agreement"), as updated and supplemented from time to time, is copyright 2020 by ISDA, and the use and reproduction of the portion of the ISDA EONIA Amendment Agreement included herein are made with its permission. The FBF and the documentation published by the FBF (the "FBF Documentation") are not affiliated with ISDA and ISDA did not participate in drafting the FBF Documentation. ISDA takes no position as to and makes no representations or warranty, express or implied, concerning this instrument's suitability for use in any particular transaction, and bears no responsibility or liability, whether in tort or in contract, for any use of the ISDA EONIA Amendment Agreement as incorporated in the FBF Documentation. Users are urged to confer with legal counsel to determine this instrument's suitability for the contemplated use. FBF is providing this standard form Amendment as one means of facilitating bilateral agreement between Parties that wish to amend references to EONIA in their confirmations, credit support documents or master agreements to either (i) include fallbacks to EONIA or (ii) to change the reference to EONIA to a reference to EuroSTR or EuroSTR plus 8.5 basis points. Use of this wording is, of course, voluntary.

² Unless an alternative date is inserted in the definition of Amendment Effective Date below, this is the date from which the amendment is effective.

Accordingly, the Parties agree as follows:

1. Amendment to EONIA Floating Rates

~~[Not Applicable]~~³/~~[~~

1.1. Amendment to update definition of EONIA in EONIA Floating Rate

~~[Not Applicable]~~⁴/~~[~~

Specified Covered Documents: ~~[Applicable]~~/~~[Not Applicable]~~⁵

From and including the Amendment Effective Date, each Covered Transaction Document that includes a reference to EUR-EONIA-OIS-COMPOUND will incorporate the definition of EUR-EONIA-OIS-COMPOUND as set out in the 2021 Rates Definitions and will be amended as follows:

References to “EUR-EONIA-OIS-COMPOUND” shall be deemed to be references to “EUR-EONIA-OIS-COMPOUND” as defined in the 2021 Rates Definitions~~]~~.

1.2. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate

~~[Not Applicable]~~⁶/~~[~~

Specified Covered Documents: ~~[Applicable]~~/~~[Not Applicable]~~⁷

From and including the Amendment Effective Date, each Covered Transaction Document that references EUR-EONIA-OIS-COMPOUND shall incorporate the definition of EUR-EuroSTR-COMPOUND as set out in the 2021 Rates Definitions and will be amended as follows:

³ If this Amendment is only amending collateral agreements, specify ‘Not Applicable’, and delete all of sub-paragraphs 1.1, 1.2 and 1.3 while retaining the heading of paragraph 1. If this Amendment is amending EONIA Floating Rate, insert whichever of sub-paragraphs 1.1, 1.2 and 1.3 is applicable, specify ‘Not Applicable’ for the sub-paragraphs that are not applicable and delete the remaining language in those sub-paragraphs but retain the headings.

⁴ This sub-paragraph, sub-paragraph 1.2 and sub-paragraph 1.3 are alternatives. If sub-paragraph 1.1 is not applicable (because Floating Rate are not being updated to add fallbacks but are instead being replaced by the EuroSTR Floating Rate or the EuroSTR Floating Rate plus a spread of 8.5 basis points), specify ‘Not Applicable’ and delete the remaining language in this sub-paragraph 1.1 while retaining the heading.

⁵ If some but not all of the Covered Transaction Documents are being amended per this sub-paragraph 1.1, elect for ‘Specified Covered Documents’ to be ‘Applicable’ and list the relevant Specified Covered Documents under the heading “A. Amendment to update definition of EONIA in EONIA Floating Rate” in Annex II. If all Covered Transaction Documents are to be amended per this sub-paragraph 1.1, elect for ‘Specified Covered Documents’ to be Not Applicable.

⁶ This sub-paragraph, sub-paragraph 1.1 and sub-paragraph 1.3 are alternatives. If sub-paragraph 1.2 is not applicable (because the Floating Rate is being updated to add fallbacks or is being replaced by the EuroSTR Floating Rate plus a spread of 8.5 basis points but is not being replaced by the EuroSTR Floating Rate with no spread), specify ‘Not Applicable’ and delete the remaining language in this sub-paragraph 1.2 while retaining the heading. If this sub-paragraph 1.2 is applicable, insert sub-paragraph 1.2.1 and consider whether sub-paragraph 1.2.2 needs to be included. Note that this sub-paragraph 1.2 contemplates replacing the EONIA Floating Rate listed with the specified EuroSTR Floating Rate and does NOT include a spread of 8.5 basis points. To add a spread of 8.5 basis points to EuroSTR that will be compounded daily with EuroSTR, use sub-paragraph 1.3 below. Separately, any spread which the relevant documents specify will be added to the EONIA Floating Rate will instead be added to the EuroSTR Floating Rate using the same methodology (which, if specified as a ‘Spread’ with no other changes, will be by way of simple interest at the end of the Calculation Period).

⁷ If some but not all of the Covered Transaction Documents are being amended per this sub-paragraph 1.2, elect for ‘Specified Covered Documents’ to be ‘Applicable’ and list the relevant Specified Covered Documents under the heading “B. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate” in Annex II. If all Covered Transaction Documents are to be amended per this sub-paragraph 1.2, elect for ‘Specified Covered Documents’ to be ‘Not Applicable’.

1.2.1. ***Replacement of EONIA Floating Rate with EuroSTR Floating Rate.***

As of the Relevant Date⁸ references to “EUR-EONIA-OIS-COMPOUND” shall be deemed to be references to “EUR-EuroSTR-COMPOUND” as defined in the 2021 Rates Definitions.

1.2.2. ***Broken Calculation Periods in any Covered Transaction Document.***

~~Not Applicable~~⁹ If the Relevant Date falls after the commencement of a Calculation Period but before the end of that Calculation Period in respect of a Covered Transaction, the reference to “EONIA_i” in the definition of “EUR-EONIA-OIS-COMPOUND” shall, with respect to each relevant day ‘i’ in such Calculation Period that falls ~~after the Relevant Date~~ ~~on or after the first day ‘i’ in such Calculation Period~~,¹⁰ be deemed replaced by references to “EuroSTR_i” (as defined in the 2021 Rates Definitions).

1.3. ***Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus 0.085%***

~~Not Applicable~~¹¹

Specified Covered Documents: ~~Applicable~~ ~~Not Applicable~~¹²

From and including the Amendment Effective Date, each Covered Transaction Document that references EUR-EONIA-OIS-COMPOUND will incorporate the definition of EUR-EuroSTR-COMPOUND as set out in the 2021 Rates Definitions and shall be amended as follows:

1.3.1. ***Replacement of EONIA Floating Rate with EuroSTR Floating Rate plus 0.085%.***

As of the Relevant Date¹³ references to “EUR-EONIA-OIS-COMPOUND” shall be deemed to be references to “EUR-EuroSTR-COMPOUND” as defined in the 2021 Rates Definitions, provided that the definitions of ECB Recommended Rate_i, EuroSTR_i and Modified EDFR (EuroSTR)_i shall be deleted and replaced with the following:

“**ECB Recommended Rate**” means for any day “i” in the relevant Calculation Period, a reference rate equal to (i) the ECB Recommended Rate in respect of that day, as published or provided by the administrator thereof, plus (ii) 0.085%;

⁸ Please refer to the definition of Relevant Date in sub-paragraph 7.2, for which an election is required.

⁹ This sub-paragraph 1.2.2 addresses broken Calculation Periods and is only relevant where the Relevant Date is part way through a Calculation Period. If ‘Not Applicable’ is specified delete this sub-paragraph 1.2.2 while retaining the heading.

¹⁰ The first option replaces EONIA only for the period from the Relevant Date to the end of the Calculation Period. The second option replaces EONIA for the whole Calculation Period.

¹¹ This sub-paragraph, sub-paragraph 1.1 and 1.2 are alternatives. If sub-paragraph 1.3 is not applicable (either because EONIA Floating Rate are being updated to add fallbacks or are being updated to replace those Floating Rate with the EuroSTR Floating Rate with no spread instead of being replaced by the EuroSTR Floating Rate plus a spread of 8.5 basis points), specify ‘Not Applicable’ and delete the remaining language in this sub-paragraph 1.3 while retaining the heading. If this sub-paragraph 1.3 is applicable, insert sub-paragraph 1.3.1 and consider whether sub-paragraph 1.3.2 needs to be included. Note that this sub-paragraph 1.3 contemplates replacing the EONIA Floating Rate listed with the specified EuroSTR Floating Rate including a spread of 8.5 basis (which will be compounded daily). Separately, any spread which the relevant documents specify will be added to the EONIA Floating Rate will instead be added to the EuroSTR Floating Rate using the same methodology (which, if specified as a ‘Spread’ with no other changes, will be by way of simple interest at the end of the Calculation Period).

¹² If some but not all of the Covered Transaction Documents are being amended per this sub-paragraph 1.3, elect for ‘Specified Covered Documents’ to be ‘Applicable’ and list the relevant Specified Covered Documents under the heading “C. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus a spread of 8.5 basis points” in Annex II. If all Covered Transaction Documents are to be amended per this sub-paragraph 1.3, elect for ‘Specified Covered Documents’ to be ‘Not Applicable’.

¹³ Please refer to the definition of Relevant Date in sub-paragraph 7.2, for which an election is required.

“EuroSTR_i” means for any day “i” in the relevant Calculation Period, a reference rate equal to (i) EuroSTR in respect of that day as published on the ECB’s Website, plus (ii) 0.085%; and

“Modified EDFR (EuroSTR)_i” means for any day “i” in the relevant Calculation Period, a reference rate equal to (i) the Eurosystem Deposit Facility Rate in respect of that day plus the EDFR Spread, plus (ii) 0.085%.

1.3.2. *Broken Calculation Periods in any Covered Transaction Document.*

*Not Applicable*¹⁴ If the Relevant Date falls after the commencement of a Calculation Period but before the end of that Calculation Period in respect of a Covered Transaction, the reference to “EONIA_i” in the definition of “EUR-EONIA-OIS-COMPOUND” shall, with respect to each relevant day ‘i’ in such Calculation Period that falls after the Relevant Date on or after the first day ‘i’ in such Calculation Period¹⁵ be deemed replaced by references to “EuroSTR_i” (as defined in paragraph 1.3.1 above).

2. Amendment of EONIA as the Reference Rate or Interest Rate (VM) under any Covered Credit Support Document

*Not Applicable*¹⁶

Specified Covered Documents: *Applicable* *Not Applicable*¹⁷

2.1. *Incorporation of the Collateral Definitions Technical Schedule – Covered Credit Support Documents*

From and including the Amendment Effective Date, each Covered Credit Support Document will incorporate the Collateral Definitions Technical Schedule¹⁸, as published on as amended from time to time¹⁸ as amended from time to time with “Interest Rate Override: All Rates”¹⁹ as amended from time to time with “Interest Rate Override: EONIA”²⁰.

¹⁴ This sub-paragraph 1.3.2 addresses broken Calculation Periods and is only relevant where the Relevant Date is part way through a Calculation Period. If ‘Not Applicable’ is specified delete this sub-paragraph while retaining the heading.

¹⁵ The first option replaces EONIA only for the period from the Relevant Date to the end of the Calculation Period. The second option replaces EONIA for the whole Calculation Period.

¹⁶ If no amendments are being made to Credit Support Documents, specify ‘Not Applicable’ and delete the remaining sub-paragraphs in this paragraph 2, while retaining the heading.

¹⁷ Specify ‘Applicable’ for ‘Specified Covered Documents’ if the relevant amendments made by this paragraph are being applied to only certain specified documents and not to all Covered Credit Support Documents, in which case list the relevant Specified Covered Documents under the heading “D. Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)” or “E. Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)” in Annex II as the case may be. If the relevant amendments made by this paragraph are being applied to all Covered Credit Support Documents, elect for ‘Specified Covered Documents’ to be ‘Not Applicable’.

¹⁸ Parties may elect to incorporate the Collateral Definitions Technical Schedule as amended from time to time.

¹⁹ If this option is selected, it is not necessary to include either paragraph 2.2 (*Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)*) or paragraph 2.3 (*Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)*), as if the Reference Rate or Interest Rate (VM) is “EONIA”, it will be overridden and replaced with “EONIA (Collateral Rate)”, as a result of the provisions of the Collateral Definitions Technical Schedule, as at the Amendment Effective Date.

²⁰ If this option is elected, it is not necessary to include either paragraph 2.2 (*Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)*) or paragraph 2.3 (*Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)*), as if the Reference Rate or Interest Rate (VM) is “EONIA”, it will be overridden and replaced with “EONIA (Collateral Rate)”, as a result of the provisions of the Collateral Definitions Technical Schedule, as at the Amendment Effective Date.

2.2. Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)

~~[Not Applicable]~~²¹/Notwithstanding anything to the contrary in any Covered Credit Support Document, with effect from the Relevant Date²² the Reference Rate or Interest Rate (VM) for the purpose of determining any amount referred to in Paragraph 6.5 of the Collateral Annex (as amended from time to time) or Interest Amount (VM), as applicable, payable with respect to any interest period commencing on or after the Relevant Date under the terms of such Covered Credit Support Document in respect of cash denominated in euros will be “EONIA (Collateral Rate)”²³.

2.2.1. Broken Interest Periods under any Covered Credit Support Document – EONIA (Collateral Rate).

~~[Not Applicable]~~²⁴/If the Relevant Date falls after the commencement of a period in respect of which an amount referred to in Paragraph 6.5 of the Collateral Annex (as amended from time to time) or an Interest Amount (VM), as applicable, is to be determined under the terms of a Covered Credit Support Document but before the end of such period, such amount or Interest Amount (VM), as applicable, shall be determined with respect to each relevant day in such period that falls ~~after the Relevant Date~~ on or after the first day in such period²⁵, using “EONIA (Collateral Rate)”²⁵.

2.3. Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)

~~[Not Applicable]~~²⁶/Notwithstanding anything to the contrary in any Covered Credit Support Document, with effect from the Relevant Date²⁷ the Reference Rate or Interest Rate (VM) for the purpose of determining any amount referred to in Paragraph 6.5 of the Collateral Annex (as amended from time to time) or Interest Amount (VM), as applicable, payable in respect of cash denominated in euros with respect to any interest period commencing on or after the Relevant Date under the terms of such Covered Credit Support Document will be “EuroSTR (Collateral Rate)”²⁶.

²¹ If Credit Support Documents are being amended to refer to EuroSTR (Collateral Rate) instead of EONIA (Collateral Rate), specify ‘Not Applicable’ and delete the remaining language in this sub-paragraph 2.2 as well as sub-paragraph 2.2.1, while retaining the heading for this sub-paragraph 2.2.

²² Please refer to the definition of Relevant Date in sub-paragraph 7.2, for which an election is required.

²³ If the Parties have incorporated the Collateral Definitions Technical Schedule as amended from time to time with “Interest Rate Override: All Rates” or “Interest Rate Override: EONIA”, then if the Reference Rate or Interest Rate (VM) is “EONIA”, it will be overridden and replaced with “EONIA (Collateral Rate)” as a result of the provisions of the Collateral Definitions Technical Schedule as at the Amendment Effective Date even without including this sub-paragraph 2.2. Parties may nonetheless wish to include this sub-paragraph 2.2 if (a) they wish to specify a different date as of which the replacement of “EONIA” with “EONIA (Collateral Rate)” is to take effect, (b) if the Parties have not otherwise elected to apply “Interest Rate Override: All Rates” or “Interest Rate Override: EONIA”, or (c) for enhanced transparency.

²⁴ This sub-paragraph 2.2.1 addresses broken Calculation Periods and is only relevant where the Relevant Date is part way through a Calculation Period. If ‘Not Applicable’ is specified delete this sub-paragraph while retaining the heading.

²⁵ The first option replaces EONIA only for the period from the Relevant Date to the end of the interest period. The second option replaces EONIA for the whole interest period.

²⁶ If Credit Support Documents are being amended to refer to EONIA (Collateral Rate) instead of EuroSTR (Collateral Rate), specify ‘Not Applicable’ and delete the remaining language in this sub-paragraph 2.3 as well as sub-paragraph 2.3.1 while retaining the heading for this sub-paragraph 2.3.

²⁷ Please refer to the definition of Relevant Date in sub-paragraph 7.2, for which an election is required.

3.2. *Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EONIA (Collateral Rate)*

[Not Applicable]³⁶ / **[**From and including the Relevant Date³⁷ any reference in a Covered Master Agreement or Covered Transaction Document to EONIA shall be replaced by a reference to “EONIA (Collateral Rate)”³⁸.**]**

3.2.1. *Broken calculation periods/interest periods in Covered Master Agreements or Covered Transaction Documents - EONIA (Collateral Rate).*

[Not Applicable]³⁹ / **[**If the Relevant Date falls after the commencement of a calculation period or interest period (however described) in a Covered Master Agreement or Covered Transaction Document (for which amounts would, but for this Amendment, be calculated by reference to EONIA), but before the end of that calculation period or interest period, the amount for such calculation period or interest period shall be determined with respect to each relevant day in such period that falls **[**after the Relevant Date**]** **[**on or after the first day in such period**]**,⁴⁰ using “EONIA (Collateral Rate)”**]**

3.3. *Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EuroSTR (Collateral Rate)*

[Not Applicable]⁴¹ / **[**From and including the Relevant Date⁴² any reference in a Covered Master Agreement or Covered Transaction Document to EONIA shall be replaced by a reference to “EuroSTR (Collateral Rate)”**]**

3.3.1. *Broken calculation periods/interest periods in Covered Master Agreements or Covered Transaction Documents - EuroSTR (Collateral Rate).*

[Not Applicable]⁴³ / **[**If the Relevant Date falls after the commencement of a calculation period or interest period (however described) in a Covered Master Agreement or Covered Transaction Document (for which amounts would, but for this Amendment, be calculated by reference to EONIA), but before the end of that calculation period or interest period, the amount for such calculation period or interest period shall be determined with respect to each relevant day in

³⁶ If Covered Master Agreements and Covered Transaction Documents are being amended to refer to EuroSTR (Collateral Rate) instead of EONIA (Collateral Rate), specify ‘Not Applicable’ and delete the remaining language in this paragraph 3.2 as well as sub-paragraph 3.2.1, while retaining the heading for this sub-paragraph 3.2.

³⁷ Please refer to the definition of Relevant Date in sub-paragraph 7.2, for which an election is required.

³⁸ If the Parties have incorporated the Collateral Definitions Technical Schedule as amended from time to time with “Interest Rate Override: All Rates” or “Interest Rate Override: EONIA”, then any reference to “EONIA” will be overridden and replaced with “EONIA (Collateral Rate)” as a result of the provisions of the Collateral Definitions Technical Schedule as at the Amendment Effective Date even without including this sub-paragraph 3.2. Parties may nonetheless wish to include this sub-paragraph 3.2 if (a) they wish to specify a different date as of which the replacement of “EONIA” with “EONIA (Collateral Rate)” is to take effect, (b) if the Parties have not otherwise elected to apply “Interest Rate Override: All Rates” or “Interest Override: EONIA”, or (c) for enhanced transparency.

³⁹ This sub-paragraph 3.2.1 addresses broken Calculation Periods and is only relevant where the Relevant Date is part way through a Calculation Period. If ‘Not Applicable’ is specified, delete this sub-paragraph 3.2.1 while retaining the heading.

⁴⁰ The first option replaces EONIA only for the period from the Relevant Date to the end of the interest/calculation period. The second option replaces EONIA for the whole interest/calculation period.

⁴¹ If Covered Master Agreements and Covered Transaction Documents are being amended to refer to EONIA (Collateral Rate) instead of EuroSTR (Collateral Rate), specify ‘Not Applicable’ and delete the remaining language in this paragraph 3.3 as well as sub-paragraph 3.3.1, while retaining the heading for this paragraph 3.3.

⁴² Please refer to the definition of Relevant Date in sub-paragraph 7.2, for which an election is required.

⁴³ This sub-paragraph 3.3.1 addresses broken Calculation Periods and is only relevant where the Relevant Date is part way through a Calculation Period. If ‘Not Applicable’ is specified, delete this sub-paragraph 3.3.1 while retaining the heading.

such period that falls [after the Relevant Date] on or after the first day in such period,⁴⁴ using “EuroSTR (Collateral Rate)”.]

4. Compensation

[Not Applicable]⁴⁵ [In consideration of the agreements made pursuant to this Amendment, [Party [A][B] agrees to pay Party [A][B] [insert amount] on [insert date] [the Parties agree to make the payment(s), as separately notified and confirmed in connection with this Amendment [prior to [date]].]⁴⁶ [The Parties agree that this obligation constitutes a payment obligation for the purposes of the Relevant Master Agreement and that Article 7.1.1.1 thereof shall apply to any failure to pay such amount in accordance with this paragraph 4 (Compensation).]

5. Representations

- 5.1. [Not Applicable]⁴⁷ [Each Party represents to the other Party that all representations made by such Party in any Covered Document (as amended by this Amendment) are true and accurate in every material respect as of the Amendment Effective Date.]
- 5.2. The Parties hereby repeat and confirm all representations and undertakings made under Article [6]/[6.1]⁴⁸ of the Relevant Master Agreement as of the date hereof and the Amendment Effective Date. Any reference to "the Agreement" in Article [6]/[6.1]⁴⁹ of the Relevant Master Agreement shall be read as a reference to "this Amendment" for the purposes of this provision.

6. Miscellaneous

- 6.1. **Definitions.** References to a Covered Document will be references to the relevant Covered Document as amended by this Amendment on or after the Amendment Effective Date.
- 6.2. **Interpretation.** This Amendment supplements, forms part of, and is subject to, the provisions of any relevant Covered Document. In the event of any inconsistency between these provisions and the provisions of a Covered Document, the provisions of this Amendment shall prevail for the sole matters dealt with herein.
- 6.3. **Absence of novation.** For the avoidance of doubt, it is specified that this Amendment does not in any way constitute a novation of any Covered Document. The Parties agree that no other provision of a Covered Document, nor any right or obligation of the Parties under any Covered Document other than those expressly referred to in this Amendment, is modified, altered or diminished in any way by the terms hereof.
- 6.4. **Governing Law.** This Amendment [(and, to the extent possible, any non-contractual obligations arising out of or in connection with it)] shall be governed by and construed in accordance with French law.

⁴⁴ The first option replaces EONIA only for the period from the Relevant Date to the end of the interest/calculation period. The second option replaces EONIA for the whole interest/calculation period.

⁴⁵ Whether compensation is payable with respect to any of the amendments and the quantum of any such compensation is to be agreed between the Parties. If no compensation is being paid, specify ‘Not Applicable’ and delete the remaining language in paragraph 4 while retaining the heading.

⁴⁶ Parties may wish to document the compensation separately, particularly if multiple agreements are being amended or if this Agreement is entered into by an agent on behalf of multiple clients.

⁴⁷ If Parties are not repeating the representations in any Covered Document that is being amended pursuant to the Amendment as of the Amendment Effective Date, specify ‘Not Applicable’ and delete the remaining language in this sub-paragraph 5.1.

⁴⁸ Insert Article 6.1 for the 2013 version of the AFB/FBF Master Agreement and Article 6 for any other version of the AFB/FBF Master Agreement.

⁴⁹ Insert Article 6.1 for the 2013 version of the AFB/FBF Master Agreement and Article 6 for any other version of the AFB/FBF Master Agreement.

- 6.5. **Jurisdiction.** [Any dispute relating to, without limitation, the validity, interpretation or performance of this Amendment shall be subject to the jurisdiction of the courts designated in Article 14 of the Relevant Master Agreement.] / [Solely for the purpose of any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Amendment, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (“**Proceedings**”), each party irrevocably submits to the exclusive jurisdiction of the Commercial Court of Paris and the Paris Court of Appeal [(international chamber)].]
- 6.6. [**Electronic Signatures.** Each party acknowledges and agrees that it may execute this Amendment, by electronic instrument. In particular, each Party represents and warrants that it has the authority to enter into this Amendment using an electronic signature and is not prevented from doing so pursuant to its constitutional documents, corporate authorization, internal requirements or otherwise. Each Party agrees that its electronic signature appearing on the document shall have the same effect as a handwritten signature and its use of an electronic signature on this Amendment shall have the same validity and legal effect as the use of a signature affixed by hand and is made with the intention of authenticating this Amendment, and evidencing that Party’s intention to be bound by the terms and conditions contained herein. For the purposes of using an electronic signature, each Party authorises each other Party to lawfully process personal data of the signatory(ies) for contract performance and its legitimate interests including contract management.]⁵⁰
- 6.7. [**Counterparts.** This Amendment may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), and, together, they will be deemed an original.]⁵¹
- 6.8. **Other Provisions**
- [Not Applicable]⁵² / [•]

7. Definitions

- 7.1. Capitalised terms used in this Amendment and not otherwise defined herein shall have the meanings given to them:
- 7.1.1. with respect to a Covered Master Agreement, in such Covered Master Agreement;
 - 7.1.2. with respect to a Covered Transaction, in the Covered Transaction Document for such Covered Transaction; and
 - 7.1.3. with respect to a Covered Credit Support Document, in such Covered Credit Support Document.
- 7.2. For the purposes of this Amendment, the following terms will have the following meanings:

2021 Rates Definitions means the Technical Schedule "2021 Rates Definitions " published by FBF in 2021.

AFB/FBF Master Agreement means an AFB Master Agreement for foreign exchange and derivatives Transactions as published by the Association Française de Banques (AFB) in 1994 or a FBF Master

⁵⁰ Parties should make their own assessment of the validity and enforceability of such provision.

⁵¹ To be inserted if Parties intend to sign by way of counterpart.

⁵² If no other provisions are required, specify ‘Not Applicable’.

Agreement relating to transactions on forward financial instruments, as published by the Fédération Bancaire Française (FBF) in 2001, 2007 or 2013, as appropriate.

Amendment Effective Date means [the date of this Amendment][●].⁵³

Collateral Annex means a Collateral Annex as published by AFB in 1997 or FBF in 2007 that has been entered into by the Parties hereto (whether directly or through the agency of a third party).

Collateral Definitions Technical Schedule means, if the parties have incorporated the Collateral Definitions Technical Schedule as amended from time to time in paragraph 2.1 (*Incorporation of the Collateral Definitions Technical Schedule – Covered Credit Support Documents*) or paragraph 3.1 (*Incorporation of the Collateral Definitions Technical Schedule – Covered Master Agreements and Covered Transaction Documents*) of this Amendment, this technical schedule as amended from time to time, including any subsequent versions published from time to time and if the parties have incorporated the Collateral Definitions Technical Schedule by reference to a specific publication date in paragraph 2.1 (*Incorporation of the Collateral Definitions Technical Schedule – Covered Credit Support Documents*) or paragraph 3.1 (*Incorporation of the Collateral Definitions Technical Schedule – Covered Master Agreements and Covered Transaction Documents*) of this Amendment, the version of this technical schedule as of such date.

Covered Credit Support Document means, other than any Party Agreed Excluded Credit Support Document, any of the following documents between the Parties:

- a. Collateral Annex; and
- b. AFB/FBF Addendum to the ISDA 2016 Credit Support Annex for Variation Margin (VM),

in each case in relation to which, on or after the Amendment Effective Date, any amount would, but for this Amendment, be determined by reference to EONIA, unless Paragraph 2 (*Amendment of EONIA as the Reference Rate or Interest Rate (VM) under any Covered Credit Support Document*) applies and for such purpose ‘Specified Covered Documents’ is applicable, in which case, for the purposes of whichever of (i) Paragraph 2.2 (*Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)*) or (ii) Paragraph 2.3 (*Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)*) applies only, it means each agreement listed under the heading “D. Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)” in Annex II or under the heading “E. Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)” in Annex II, as the case may be.

Covered Document means, as applicable, each Covered Master Agreement, Covered Credit Support Document and Covered Transaction Document.

Covered Master Agreement means each Master Agreement between the Parties that is not a Party Agreed Excluded Master Agreement and in relation to which, on or after the Amendment Effective Date, any amount would, but for this Amendment, be determined by reference to EONIA, unless:

- (i) Paragraph 3.2 (*Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EONIA (Collateral Rate)*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each agreement listed under the heading “F. Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EONIA (Collateral Rate) – Specified Covered Master Agreements” in Annex II; or

⁵³ Insert another date here if the Parties wish the amendments set out in this Amendment to operate with effect from a date other than the date of this Amendment.

- (ii) Paragraph 3.3 (*Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EuroSTR (Collateral Rate)*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each agreement listed under the heading “G. Replacement of EONIA in Covered Master Agreements and Covered Transaction Documents with EuroSTR (Collateral Rate) – Specified Covered Master Agreements” in Annex II.

Covered Transaction means any transaction between the Parties that supplements, forms part of and is subject to a Master Agreement and is not a Party Agreed Excluded Transaction and in relation to which, on or after the Amendment Effective Date, any amount would, but for this Amendment, be determined by reference to EONIA, unless:

- (i) Paragraph 1.2 (*Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case for the purposes of that paragraph it means each transaction between the Parties that is documented pursuant to a document listed under the heading “B. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate” in Annex II; or
- (ii) Paragraph 1.3 (*Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus 0.085%*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case for the purposes of that paragraph it means each transaction between the Parties that is documented pursuant to a document listed under the heading “C. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus 0.085%” in Annex II.

Covered Transaction Document means, in relation to a Covered Transaction, each document or other confirming evidence exchanged between the Parties, executed through an electronic matching or affirmation mechanism, or otherwise effective, which, taken together, confirm all the terms of that Covered Transaction, unless:

- (i) Paragraph 1.1 (*Amendment to update definition of EONIA in EONIA Floating Rate*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each document listed under the heading “A. Amendment to update definition of EONIA in EONIA Floating Rate” in Annex II;
- (ii) Paragraph 1.2 (*Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each document listed under the heading “B. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate” in Annex II;
- (iii) Paragraph 1.3 (*Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus a spread of 8.5 basis points*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each document listed under the heading “C. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus a spread of 8.5 basis points” in Annex II;
- (iv) Paragraph 3.2 (*Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EONIA (Collateral Rate)*) applies and for such purposes ‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each document listed under the heading “F. Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EONIA (Collateral Rate) – Specified Covered Transaction Documents” in Annex II; or
- (v) Paragraph 3.3 (*Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EuroSTR (Collateral Rate)*) applies and for such purposes

‘Specified Covered Documents’ is applicable, in which case, for the purposes of that paragraph only it means each document listed under the heading “G. Replacement of EONIA in Covered Master Agreements and Covered Transaction Documents with EuroSTR (Collateral Rate) - – Specified Covered Transaction Documents” in Annex II.

Discontinuation Date means the last date on which the euro overnight index average is provided by European Money Markets Institute as administrator of the benchmark (or any successor administrator of the euro overnight index average) on the EMMI Website.⁵⁴

EONIA means the euro overnight index average provided by European Money Markets Institute as administrator of the benchmark (or any successor administrator of the euro overnight index average) on the EMMI Website, and a reference to EONIA in any Covered Transaction Document or Covered Credit Support Document means any reference to EONIA, howsoever described.

EONIA (Collateral Rate) has the meaning given in the Collateral Definitions Technical Schedule.

EMMI Website has the meaning given in the Collateral Definitions Technical Schedule.

EuroSTR (Collateral Rate) has the meaning given in the Collateral Definitions Technical Schedule.

Master Agreement means an AFB/FBF Master Agreement that has been entered into by execution by the Parties thereto (whether directly or through the agency of a third party) or by execution by the Parties thereto (whether directly or through the agency of a third party) of a confirmation which incorporates by reference an AFB/FBF Master Agreement.

Party Agreed Excluded Credit Support Document means any credit support document specified as such in Annex I and each credit support document that provides by its terms that such document shall not be a Covered Credit Support Document for the purposes of this Amendment.

Party Agreed Excluded Master Agreement means any Master Agreement specified as such in Annex I and each Master Agreement that provides by its terms that such document shall not be a Covered Master Agreement for the purposes of this Amendment.

Party Agreed Excluded Transaction means any transaction specified as such in Annex I and each transaction that the Parties have agreed, by way of express provision in any Covered Transaction Document, shall not be a Covered Transaction for the purposes of this Amendment.

Relevant Date means:

- (i) in respect of each Covered Credit Support Document the Amendment Effective Date⁵⁵ or first TARGET Settlement Day following the Discontinuation Date⁵⁵/⁵⁶;

⁵⁴ This definition is to be deleted if not used in the definition of Relevant Date.

⁵⁵ Parties may wish to include this second alternative if the amendment is being made close to, or shortly after, the Discontinuation Date, in which case Parties should consider including sub-paragraphs 1.2.2 (*Broken Calculation Periods in any Covered Transaction Document*), 1.3.2 (*Broken Calculation Periods in any Covered Transaction Document*), 2.2.1 (*Broken Interest Periods under any Covered Credit Support Document – EONIA (Collateral Rate)*), 2.3.1 (*Broken Interest Periods under any Covered Credit Support Document – EuroSTR (Collateral Rate)*), 3.2.1 (*Broken calculation periods/interest periods in any Covered Master Agreement or Covered Transaction Document – EONIA (Collateral Rate)*) and 3.3.1 (*Broken calculation periods/interest periods in any Covered Master Agreement or Covered Transaction Document – EuroSTR (Collateral Rate)*).

⁵⁶ Parties can specify the ‘Relevant Date’ being the date from which the change to the rate of interest under the relevant Covered Credit Support Document would apply.

- (ii) in respect of each Covered Transaction Document the [Amendment Effective Date]/[first TARGET Settlement Day following the Discontinuation Date]⁵⁷/[●],⁵⁸ and
- (iii) in respect of each Covered Master Agreement the [Amendment Effective Date]/[first TARGET Settlement Day following the Discontinuation Date]⁵⁹/[●].⁶⁰

Relevant Master Agreement means, in respect of each amendment to a Covered Document, the Master Agreement (or equivalent thereof, including any master agreement incorporated by reference) to which such Covered Document relates or, if the Covered Document is a Master Agreement, such Master Agreement.

TARGET Settlement Day means any day on which TARGET2 (the Trans-European Automated Real-time Gross Settlement Express Transfer system) (or any successor transfer system) is open for the settlement of payments in euros.

The Parties have executed this Amendment, in duplicate, on the respective dates specified below with effect from the Amendment Effective Date.⁶¹

.....
(Name of Party)	(Name of Party)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

⁵⁷ Parties may wish to include this second alternative if the amendment is being made close to, or shortly after, the Discontinuation Date, in which case Parties should consider including sub-paragraphs 1.2.2 (*Broken Calculation Periods in any Covered Transaction Document*), 1.3.2 (*Broken Calculation Periods in any Covered Transaction Document*), 2.2.1 (*Broken Interest Periods under any Covered Credit Support Document – EONIA (Collateral Rate)*), 2.3.1 (*Broken Interest Periods under any Covered Credit Support Document – EuroSTR (Collateral Rate)*), 3.2.1 (*Broken calculation periods/interest periods in any Covered Master Agreement or Covered Transaction Document – EONIA (Collateral Rate)*) and 3.3.1 (*Broken calculation periods/interest periods in any Covered Master Agreement or Covered Transaction Document – EuroSTR (Collateral Rate)*).

⁵⁸ Parties can specify the ‘Relevant Date’ being the date from which the change to the Floating Rate or rate of interest (as applicable) under the relevant Covered Transaction Document would apply.

⁵⁹ Parties may wish to include this second alternative if the amendment is being made close to, or shortly after, the Discontinuation Date, in which case Parties should consider including sub-paragraphs 1.2.2 (*Broken Calculation Periods in any Covered Transaction Document*), 1.3.2 (*Broken Calculation Periods in any Covered Transaction Document*), 2.2.1 (*Broken Interest Periods under any Covered Credit Support Document – EONIA (Collateral Rate)*), 2.3.1 (*Broken Interest Periods under any Covered Credit Support Document – EuroSTR (Collateral Rate)*), 3.2.1 (*Broken calculation periods/interest periods in any Covered Master Agreement or Covered Transaction Document – EONIA (Collateral Rate)*) and 3.3.1 (*Broken calculation periods/interest periods in any Covered Master Agreement or Covered Transaction Document – EuroSTR (Collateral Rate)*).

⁶⁰ Parties can specify the ‘Relevant Date’ being the date from which the change to the rate of interest under the relevant Covered Master Agreement would apply.

⁶¹ Parties to adapt execution blocks as required.

Annex I

Party Agreed Excluded Master Agreements, Party Agreed Excluded Credit Support Documents and Party Agreed Excluded Transactions

A. Party Agreed Excluded Master Agreements

[Not Applicable]/

[•]

B. Party Agreed Excluded Credit Support Documents

[Not Applicable]/

[•]

C. Party Agreed Excluded Transactions

[Not Applicable]/

[•]

Annex II

Specified Covered Documents

A. Amendment to update definition of EONIA in EONIA Floating Rate

Specified Covered Documents:

[Not Applicable]



B. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate

Specified Covered Documents:

[Not Applicable]



C. Amendment to replace EONIA Floating Rate with EuroSTR Floating Rate plus 0.085%

Specified Covered Documents:

[Not Applicable]



D. Replacement of EONIA in Covered Credit Support Documents with EONIA (Collateral Rate)

Specified Covered Documents:

[Not Applicable]



E. Replacement of EONIA in Covered Credit Support Documents with EuroSTR (Collateral Rate)

Specified Covered Documents:

[Not Applicable]



F. Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EONIA (Collateral Rate)

Specified Covered Master Agreements:

[Not Applicable]



Specified Covered Transaction Documents:

[Not Applicable]



G. Replacement of EONIA in Covered Master Agreements or Covered Transaction Documents with EuroSTR (Collateral Rate)

Specified Covered Master Agreements:

[Not Applicable]



Specified Covered Transaction Documents:

[Not Applicable]

