

Variation Notice (regarding LIBOR Replacement) to the Credit Suisse AG Guernsey Branch Private Banking Terms and Conditions (the "Terms")

These amendments to the Terms will take effect from and including **1 January 2021**.

This Variation Notice should be read alongside the Terms. A copy of the Terms and this Variation Notice can be found at the website of Credit Suisse AG Guernsey Branch's website: <https://www.credit-suisse.com/gg/en/legal/legal-notice.html>.

Capitalised terms used in this letter will have the same meaning as is given to them in the Terms. If the terms set out in this Variation Notice conflict with the Terms then the terms set out in this Variation Notice will apply. This Variation Notice and any non-contractual obligations arising from it will be governed by Guernsey law.

Variation

A Section A, Part 9: Interpretation, Clause 1

1. The definition of LIBOR shall be amended to read as follows:

"**LIBOR**" means the Relevant Reference Rate;

2. The following new definitions shall be inserted in alphabetical order in Section A, Part 9: Interpretation, Clause 1 as follows:-

"**Administrator**" includes the Bank of England, the Intercontinental Exchange, the Federal Reserve Bank of New York, the European Money Markets Institute, the European Central Bank, ICE Benchmark Administration Limited or such other natural or legal person that has control over the provision of a Benchmark in an applicable market;

"**Advance**" means each amount drawdown by way of payments to you pursuant to you pursuant to a loan facility;

"**Benchmark**" means any rate which is determined and published by an Administrator by reference to which the amount payable under a financial instrument or a financial contract, or the value of a financial instrument is calculated;

"**Benchmarked Rate**" means the rate as shall be determined by us, calculated or compounded with reference to such Benchmark as we shall elect to use and which we shall notify to you, which rate shall be applied on the date specified in such notification, or, where no such date is specified, the date which falls ten days from and including the date of notification;

"**Compounded SONIA Rate**" means for the Observation Period relating to each Interest Period of each Advance which is outstanding:

- (i) the percentage rate per annum calculated by us pursuant to the following formula:

$$\left[\prod_{i=1}^{d_b} \left(1 + \frac{r_i \times n_i}{N} \right) - 1 \right] \times \frac{N}{d_c}$$

where:

d_b = the number of Business Days in the Interest Period

d_c = the number of calendar days in the Interest Period

i = is a series of whole numbers from one to d_b , each representing the relevant Business Day in chronological order from, and including, the first Business Day in the relevant Interest Period

r_i = SONIA applicable for the day falling 5 Business Days prior to Business Day i , as published on the Business Day immediately after the day falling 5 Business Days prior to Business Day and if SONIA is less than zero for that day it shall be deemed to be zero. If SONIA is not available for the day falling 5 Business Days prior to Business Day i , we will instead use the Base Rate prevailing at close of business on that day (but if the Base Rate on that day is less than zero it shall be deemed to be zero)

n_i = the number of calendar days for which rate r_i applies in the relevant Interest Period (on most days, n_i will be 1, but on a Friday it will generally be 3 to account for interest on a Saturday and Sunday, and it will also be larger

than 1 on the Business Day before a bank holiday)

$N = 365$ (being the market convention for quoting the number of days in the year for Sterling),

or

(ii) any publicly available rate (before any correction, recalculation or republication by its administrator) we in our absolute discretion select and which:

(a) is constituted primarily by the daily compounding of SONIA over a period and uses a compounding methodology which is the same as that specified in sub-paragraph (i) above;

(b) is produced by the Administrator;

(c) is made available no later than the last day of the Observation Period to which it relates; and

(d) we notify you as being the "Compounded SONIA Rate" for the purpose of these Terms and Conditions,

and if that publicly available rate is less than zero, the Compounded SONIA Rate shall be deemed to be zero;

"Interest Period" means the period for which each Advance is outstanding divided into successive interest periods of one (1) month, three (3) months or another duration agreed by us in writing in the relevant loan offer or facility agreement;

"Observation Period" means the period from and including the date falling 5 Business Days prior to the first day of each Interest Period and ending on but excluding the date falling 5 Business Days prior to the last day of each Interest Period;

"Relevant Reference Rate" or **"RRR"** means:

(i) in relation to an Advance or a loan facility the rate at which funds in sterling or the relevant Currency (as the case may be) and for the relevant term are offered to us by

prime banks in the London interbank market in the usual course of trading; or

(ii) if so notified by us to you at any time following 1 January 2021 or if specified in any facility agreement or in a supplement to a facility agreement:

a. in relation to Advances and loan facilities denominated in Sterling the rate equal to the Compounded SONIA Rate; or

b. the rate based on such other Benchmark as is in our opinion an appropriate alternative successor to the rate described in subparagraph (i) above; or

c. in relation to an Advance which is denominated other than in Sterling the rate equal to a Benchmarked Rate (but if the Benchmarked Rate on that day that it is calculated is less than zero the Benchmarked Rate shall be deemed to be zero); and

(iii) in relation to products, agreements or arrangements which are not related to an Advance or a loan facility, the rate equal to a Benchmarked Rate which for the avoidance of doubt may be less than zero as notified by us to you at any time following 1 January 2021 or if specified in any document setting out or amending the terms of such products, agreements or arrangements;

"SONIA" means the sterling overnight index average reference rate as administered by the Bank of England (or such person which takes over the administration of that rate) displayed (before any correction, recalculation or republication by the administrator) on page SONIA of the Thomson Reuters screen (or any other replacement Thomson Reuters page which displays that rate);

B Finance Document Variation

To the extent any Finance Document contains a reference to LIBOR it shall be deemed varied with effect from 1 January 2021 such that any reference to LIBOR shall be a reference to the

revised definition of LIBOR as provided in this Notice of Variation.

C Further Variation

The provisions of this Notice of Variation may be further varied from time to time by us issuing further notices.

DATE OF PUBLICATION 1 December 2020