# June 2022 Benchmark Module ("**June 2022 Benchmark Module**") to the ISDA 2021 Fallbacks Protocol ("**2021 Fallbacks Protocol**") FAQs

ISDA has prepared this list of frequently asked questions to assist in your consideration of the June 2022 Benchmark Module. Unless otherwise defined herein, capitalized terms used in these FAQs have the meanings given to them in the June 2022 Benchmark Module, the 2021 Fallbacks Protocol, Supplement 88 to the 2006 ISDA Definitions (the "**USD Fallbacks Supplement**"), Version 3.0 of the 2021 ISDA Interest Rate Derivatives Definitions (the "**2021 Definitions**"), the 2006 ISDA Definitions (as amended by the USD Fallbacks Supplement) (the "**2006 Definitions**") or the 2000 ISDA Definitions (the "**2000 Definitions**").

THESE FREQUENTLY ASKED QUESTIONS DO NOT PURPORT TO BE AND SHOULD NOT BE CONSIDERED A GUIDE TO OR AN EXPLANATION OF ALL RELEVANT ISSUES OR CONSIDERATIONS IN CONNECTION WITH THE JUNE 2022 BENCHMARK MODULE. PARTIES SHOULD CONSULT WITH THEIR LEGAL ADVISERS AND ANY OTHER ADVISER THEY DEEM APPROPRIATE PRIOR TO USING OR ADHERING TO THE JUNE 2022 BENCHMARK MODULE. ISDA ASSUMES NO RESPONSIBILITY FOR ANY USE TO WHICH ANY OF ITS DOCUMENTATION OR OTHER DOCUMENTATION MAY BE PUT.

## Introduction

The June 2022 Benchmark Module is a Benchmark Module to the 2021 Fallbacks Protocol that enables parties to include new fallbacks for the Relevant Benchmark set out in the June 2022 Benchmark Module, being the USD LIBOR Swap Rate, in their Protocol Covered Documents. A party's adherence to the June 2022 Benchmark Module will also constitute its adherence to the 2021 Fallbacks Protocol but will not constitute adherence to any other Benchmark Module to the 2021 Fallbacks Protocol. For more information on the 2021 Fallbacks Protocol and Benchmark Modules in general, see the FAQs to the 2021 Fallbacks Protocol (the "**2021 Fallbacks Protocol FAQs**") published by ISDA and available here.

**The Relevant Benchmark included in the June 2022 Benchmark Module is the USD LIBOR Swap Rate, which is not a LIBOR benchmark. Consequently, adherence to the 2021 Fallbacks Protocol and the June 2022 Benchmark Module (or any Benchmark Module) will not amend contracts referencing LIBOR in any currency. In order to amend contracts referencing LIBOR, firms will need to adhere to the ISDA 2020 IBOR Fallbacks Protocol.**

**<u>List of Questions</u>**

1. What does the June 2022 Benchmark Module do?

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3. What does the USD Fallbacks Supplement do?

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6. What are Protocol Covered Documents for the purposes of the June 2022 Benchmark Module?

7. How are Protocol Covered Documents that incorporate Version 1.0 or 2.0 of the 2021 Definitions amended by the June 2022 Benchmark Module?

8. How are Protocol Covered Documents that incorporate the 2000 Definitions amended by the June 2022 Benchmark Module?

9. In what circumstances do the fallbacks to the USD LIBOR Swap Rate, as set out in the June 2022 Benchmark Module, apply?

10. What happens if the USD LIBOR Swap Rate permanently ceases to be available but USD LIBOR in the Applicable USD LIBOR Tenor has not ceased to be available (or become Non-Representative)?

11. What happens if only certain tenors of the USD LIBOR Swap Rate are permanently discontinued?

12. What are the differences between the June 2022 Benchmark Module and (i) the Template Form of Amendment for adoption of USD LIBOR ICE Swap Rate Fallback Provisions in Confirmations for legacy transactions incorporating either the 2006 ISDA Definitions or the 2021 ISDA Interest Rate Derivatives Definitions (the "**November 2021 USD ISR Bilateral Amendment Agreement**") and (ii) the Template Form of Amendment for adoption of USD LIBOR ICE Swap Rate Fallback Provisions in Confirmations for legacy transactions incorporating the 2000 ISDA Definitions, the 2006 ISDA Definitions or the 2021 ISDA Interest Rate Derivatives Definitions or Confirmations referencing the 'USD LIBOR ICE Swap Rate' (the "**June 2022 USD ISR Bilateral Amendment Agreement**" and, together with the November 2021 USD ISR Bilateral Amendment Agreement, the "**USD ISR Bilateral Amendment Agreements**")?

13. If a party has entered into a USD ISR Bilateral Amendment Agreement and subsequently adhered to the June 2022 Benchmark Module, will the terms of the June 2022 Benchmark Module take precedence over the terms of that USD ISR Bilateral Amendment Agreement?

14. Are novated transactions amended by the June 2022 Benchmark Module?

15. Do the amendments made by the June 2022 Benchmark Module constitute a "Spread Provision" (as defined in the ISDA 2014 Collateral Agreement Negative Interest Protocol published on May 12, 2014 by ISDA)?

## Questions and Answers

### 1. What does the June 2022 Benchmark Module do?

The June 2022 Benchmark Module is a Benchmark Module to the 2021 Fallbacks Protocol (see Question 1 (*How is the 2021 Fallbacks Protocol structured and what is a Benchmark Module?*) of the 2021 Fallbacks Protocol FAQs for more information on Benchmark Modules). It enables parties:

(a) whose Protocol Covered Document incorporates or references the USD LIBOR Swap Rate as defined in a Covered ISDA Definitions Booklet, to include in the terms of such Protocol Covered Document the terms of, or a particular defined term included in, either Version 3.0 of the 2021 Definitions or the USD Fallbacks Supplement, or such equivalent provisions as they relate to that Covered ISDA Definitions Booklet, in order to include new triggers and fallbacks for the USD LIBOR Swap Rate. See Question 7 (*How are Protocol Covered Documents that incorporate Version 1.0 or 2.0 of the 2021 Definitions amended by the June 2022 Benchmark Module?*) below for more information on how Protocol Covered Documents that incorporate pre-Version 3.0 of the 2021 Definitions are amended by the June 2022 Benchmark Module; and

(b) whose Protocol Covered Document otherwise references the USD LIBOR Swap Rate, to include in the terms of such Protocol Covered Document new fallbacks for the USD LIBOR Swap Rate.

The amendments contemplated by the June 2022 Benchmark Module will be included in Protocol Covered Documents entered into between parties that have both adhered to the June 2022 Benchmark Module.

### 2. What is the Relevant Benchmark under the June 2022 Benchmark Module?

The Relevant Benchmark included in the June 2022 Benchmark Module is the USD LIBOR Swap Rate, being the swap rate for U.S. dollar swap transactions with a floating leg of U.S. dollar LIBOR, howsoever defined or described in the relevant Protocol Covered Document. The June 2022 Benchmark Module enables parties to include new fallbacks for the USD LIBOR Swap Rate in their Protocol Covered Documents.

**The June 2022 Benchmark Module does <u>not</u> include LIBOR Rate Options or any other references to LIBOR as a Relevant Benchmark and therefore does <u>not</u> enable parties to include fallbacks for any currency of LIBOR in their relevant documents. Parties that wish to include fallbacks for a LIBOR Rate Option in their relevant documents should consider adhering to the 2020 IBOR Fallbacks Protocol and can find more information on the 2020 IBOR Fallbacks Protocol in the ISDA 2020 IBOR Fallbacks Protocol (IBOR Fallbacks Protocol) FAQs, available here.**

**3. What does the USD Fallbacks Supplement do?**

The USD Fallbacks Supplement enables parties to derivative contracts that incorporate the 2006 Definitions and are entered into on or after November 10, 2021 to include new triggers and fallbacks for the USD LIBOR Swap Rate in the event of a permanent or temporary cessation of the USD LIBOR Swap Rate. This incorporation happens automatically without the need for any further action to be taken by the parties because the USD Fallbacks Supplement forms part of the 2006 Definitions, which are incorporated into the Confirmation. The USD Fallbacks Supplement does so by updating (i) the USD LIBOR Swap Rate 'Rate Options' included in Section 7.1 of the 2006 Definitions (specifically USD-ISDA-Swap Rate, USD-ISDA-Swap Rate-3:00, USD-ISDAFIX3-Swap Rate and USD-ISDAFIX3-Swap Rate-3:00), and (ii) the relevant Settlement Rate provisions in Sections 13.9, 18.2(f) and related Sections of the 2006 Definitions.

In the event of a permanent cessation of USD LIBOR in the relevant tenor (the tenor referenced in USD fixed-for-floating interest rate swaps on which the USD LIBOR Swap Rate is based and which as at the date of these FAQs, is three months) (the "**Applicable USD LIBOR Tenor**"), the USD LIBOR Swap Rate will first fall back to the 'Published USD ISR Fallback Rate', which is calculated based on (i) the USD SOFR ICE Swap Rate for the relevant Designated Maturity/tenor of the USD LIBOR Swap Rate referenced in the transaction, (ii) the fixed spread adjustment published by Bloomberg Index Services Limited for the Applicable USD LIBOR Tenor, and (iii) certain convexity adjustments to compensate for the varying payment frequencies between the fixed and floating legs of the USD LIBOR Swap Rate and the USD SOFR ICE Swap Rate. If there is no 'Published USD ISR Fallback Rate', there is a further fallback to the 'Calculated USD ISR Fallback Rate', which requires the Calculation Agent to calculate the relevant rate in accordance with the formula for the 'Published USD ISR Fallback Rate' as just described and as set out in the USD Fallbacks Supplement.

The USD Fallbacks Supplement also includes fallbacks in the event that the USD LIBOR Swap Rate is temporarily unavailable (i.e. the USD LIBOR Swap Rate has not been published on the relevant date but a permanent cessation has not occurred in respect of that USD LIBOR Swap Rate). These fallbacks will also apply on permanent cessation of the USD LIBOR Swap Rate if USD LIBOR in the Applicable USD Tenor has not also ceased to be published (or become Non-Representative) at that time. The first fallback is to quotations from the Reference Banks/Cash Settlement Reference Banks/Settlement Rate Reference Banks (the "**Reference Banks**") with a further fallback to determination of the rate by the Calculation Agent (or, in certain circumstances, the Seller under a Swaption) if quotations from Reference Banks fails to produce a rate. These temporary cessation fallbacks apply alongside the permanent cessation fallbacks described above which apply on a permanent cessation (or the non-representativeness) of USD LIBOR in the Applicable USD LIBOR Tenor.

**4. Have equivalent amendments to those set out in the USD Fallbacks Supplement been made to the 2000 Definitions or the 2021 Definitions?**

All of the new permanent cessation and temporary non-publication fallbacks set out in the USD Fallbacks Supplement and the related amendments therein have been reflected in the 2021 Definitions for the equivalent Floating Rate Options contained in the 2021 Definitions. These changes were made in Version 3.0 of the 2021 Definitions.

No equivalent supplement was published in respect of the 2000 Definitions. However, the equivalent triggers and fallbacks can be applied to legacy transactions documented under the 2000 Definitions by adhering to the June 2022 Benchmark Module or by entering into the June 2022 USD ISR Bilateral Amendment Agreement.

**5. How does Supplement 70 to the 2006 Definitions relate to the USD Fallbacks Supplement and the 2021 Definitions?**

Supplement 70 to the 2006 Definitions updated Rate Options for certain interbank offered rates, including LIBOR Rate Options, within the 2006 Definitions to include new fallbacks in the event of a permanent cessation (and, for LIBOR Rate Options, in the event of a pre-cessation) of those Rate Options. Supplement 70 also made further general changes to the 2006 Definitions in order to facilitate the inclusion of those new fallbacks, for example (i) including amendments to certain existing provisions in the 2006 Definitions to provide the framework for new triggers and fallbacks for Rate Options to be included in the 2006 Definitions, such as introducing definitions that provide for the cessation of a Rate Option (e.g. "Index Cessation Event" and "Index Cessation Effective Date"), (ii) introducing discontinued rates maturities provisions largely corresponding to those in the ISDA 2013 Discontinued Rate Maturities Protocol published by ISDA on October 11, 2013, and (iii) setting out fallbacks for Calculation Periods (or Compounding Periods) to which 'Linear Interpolation' is specified to apply.

The USD Fallbacks Supplement builds on the framework for the cessation of a benchmark that Supplement 70 established in the 2006 Definitions by using similar definitions and provisions to those included in the 2006 Definitions pursuant to Supplement 70 to include the new triggers and fallbacks for the USD LIBOR Swap Rate that are set out in the USD Fallbacks Supplement.

The substance of Supplement 70 was incorporated into Version 1.0 of the 2021 Definitions. See Question 7 (*How are Protocol Covered Documents that incorporate Version 1.0 or Version 2.0 of the 2021 Definitions amended by the June 2022 Benchmark Module?*) below for more information on how Protocol Covered Documents that incorporate a version of the 2021 Definitions prior to Version 3.0 are amended by the June 2022 Benchmark Module.

**6. What are Protocol Covered Documents for the purposes of the June 2022 Benchmark Module?**

For a description of the documents which comprise Protocol Covered Documents for the purposes of the 2021 Fallbacks Protocol, see Question 4.C (*What are Protocol Covered Documents?*) of the 2021 Fallbacks Protocol FAQs. For the purposes of the June 2022 Benchmark Module only, paragraph 1 of the June 2022 Benchmark Module explicitly amends the definition of 'Protocol Covered Document' such that Protocol Covered Documents shall only include Protocol Covered Confirmations and shall not include Protocol Covered Credit Support Documents or Protocol Covered Master Agreements.

**7. How are Protocol Covered Documents that incorporate Version 1.0 or 2.0 of the 2021 Definitions amended by the June 2022 Benchmark Module?**

The June 2022 Benchmark Module, in paragraph 1, sets out all of the amendments needed to be made to confirmations that incorporate either Version 1.0 or Version 2.0 of the 2021 Definitions to incorporate the provisions of the USD Fallbacks Supplement. This is not the same as replacing Version 1.0 or Version 2.0 of the 2021 Definitions with Version 3.0 of the 2021 Definitions because Version 3.0 of the 2021 Definitions includes additional changes that are not related to the USD Fallbacks Supplement. In order to limit the changes to only those required to provide for the new permanent cessation and temporary non-publication fallbacks that are set out in the USD Fallbacks Supplement, the changes are set out individually in paragraph 1 of the June 2022 Benchmark Module. However, such amendments make reference to provisions in Version 3.0 of the 2021 Definitions because Version 3.0 of the 2021 Definitions already includes all of the provisions necessary to reflect the fallbacks for the USD LIBOR Swap Rate.

**8. How are Protocol Covered Documents that incorporate the 2000 Definitions amended by the June 2022 Benchmark Module?**

The June 2022 Benchmark Module, in paragraph 3, amends the USD-ISDA-Swap Rate Rate Option in the 2000 Definitions to update it to the equivalent version set out in the USD Fallbacks Supplement which incorporates the new triggers and fallbacks for the USD LIBOR Swap Rate, with changes as necessary to reflect provisions in the 2000 Definitions.

Similarly, paragraph 3 of the June 2022 Benchmark Module amends the Settlement Rate provisions in the 2000 Definitions to reflect substantively the Settlement Rate provisions as set out in the USD Fallbacks Supplement which incorporate the new triggers and fallbacks for the USD LIBOR Swap Rate but with changes to reflect the differences between the Settlement Rate provisions in the 2000 Definitions and the 2006 Definitions.

**9. In what circumstances do the fallbacks to the USD LIBOR Swap Rate, as set out in the June 2022 Benchmark Module, apply?**

The new fallbacks to the 'Published USD ISR Fallback Rate' or the 'Calculated USD ISR Fallback Rate' will only apply if there has been an Index Cessation Event in respect of USD LIBOR in the Applicable USD LIBOR Tenor and USD LIBOR in such tenor has permanently ceased to be available (or becomes Non-Representative).

**10. What happens if the USD LIBOR Swap Rate permanently ceases to be available but USD LIBOR in the Applicable USD LIBOR Tenor has not ceased to be available (or become Non-Representative)?**

If the USD LIBOR Swap Rate ceases to be available in circumstances when USD LIBOR in the Applicable USD LIBOR Tenor has not ceased to be available or become Non-Representative, then the fallback to quotations from Reference Banks/Cash Settlement Reference Banks applies.

**11. What happens if only certain tenors of the USD LIBOR Swap Rate are permanently discontinued?**

The discontinued rates maturities provisions in the 2006 Definitions and 2021 Definitions do not apply to the USD LIBOR Swap Rate Floating Rate Options/Rate Options in those definitions. There are no discontinued rates maturities provisions in the 2000 Definitions. Consequently, on a permanent cessation of the USD LIBOR Swap Rate in the relevant tenor which is the applicable Designated Maturity for the specified Rate Option/Floating Rate Option, the fallback will apply. This will be to the 'Published USD ISR Fallback Rate' or the 'Calculated USD ISR Fallback Rate' if USD LIBOR in the Applicable USD LIBOR Tenor has permanently ceased to be available (as described in Question 3 (*What does the USD Fallbacks Supplement do?*) above) and otherwise will be to quotations from the Reference Banks.

**12. What are the differences between the June 2022 Benchmark Module and (i) the Template Form of Amendment for adoption of USD LIBOR ICE Swap Rate Fallback Provisions in Confirmations for legacy transactions incorporating either the 2006 ISDA Definitions or the 2021 ISDA Interest Rate Derivatives Definitions (the "November 2021 USD ISR Bilateral Amendment Agreement") and (ii) the Template Form of Amendment for adoption of USD LIBOR ICE Swap Rate Fallback Provisions**

**in Confirmations for legacy transactions incorporating the 2000 ISDA Definitions, the 2006 ISDA Definitions or the 2021 ISDA Interest Rate Derivatives Definitions or Confirmations referencing the 'USD LIBOR ICE Swap Rate' (the "June 2022 USD ISR Bilateral Amendment Agreement" and, together with the November 2021 Bilateral Amendment Agreement, the "USD ISR Bilateral Amendment Agreements")?**

The USD ISR Bilateral Amendment Agreements provide parties with the ability to bilaterally amend one or more of their existing confirmations to incorporate the 'USD LIBOR ICE Swap Rate' fallback provisions in transactions which reference the USD LIBOR Swap Rate.

The amendments made by the USD ISR Bilateral Amendment Agreements to "Amendment Covered Documents" are largely similar to the amendments made by the June 2022 Benchmark Module to Protocol Covered Documents. However, the June 2022 USD ISR Bilateral Amendment Agreement updates the November 2021 USD ISR Bilateral Amendment Agreement to more closely align with the scope of the June 2022 Benchmark Module. Notably, the June 2022 USD ISR Bilateral Amendment Agreement (i) covers transactions documented under the 2000 Definitions, (ii) includes references to the USD LIBOR Swap Rate as defined in one of the 2000 Definitions, the 2006 Definitions and the 2021 Definitions, (iii) includes generic references to the USD LIBOR Swap Rate in confirmations that do not incorporate any of the 2000 Definitions, the 2006 Definitions and the 2021 Definitions, and (iv) enables parties to amend confirmations under master agreements other than an ISDA Master Agreement.

The USD ISR Bilateral Amendment Agreements allow parties to amend their relevant documents bilaterally with their counterparties and so to make bespoke changes to that template, whereas the terms of the June 2022 Benchmark Module will apply to all Protocol Covered Documents entered into between counterparties that have both adhered to the June 2022 Benchmark Module and do not permit counterparties to make any changes to the scope of documents amended by the June 2022 Benchmark Module or the amendments set out therein.

For a comparison of the USD ISR Bilateral Amendment Agreements and the June 2022 Benchmark Module, see the comparison table published by ISDA available here (the "**Comparison Table**").

13. **If a party has entered into a USD ISR Bilateral Amendment Agreement and subsequently adhered to the June 2022 Benchmark Module, will the terms of the June 2022 Benchmark Module take precedence over the terms of that USD ISR Bilateral Amendment Agreement?**

The scope of documents amended by the June 2022 Benchmark Module is (i) wider than the scope of documents amended by the November 2021 USD ISR Bilateral Amendment

Agreement and (ii) equivalent[1] to the scope of documents amended by the June 2022 USD ISR Bilateral Amendment Agreement (please see the Comparison Table for more detail on the differences between the June 2022 Benchmark Module and the USD ISR Bilateral Amendment Agreements).

If, therefore, parties enter into a USD ISR Bilateral Amendment Agreement and subsequently adhere to the June 2022 Benchmark Module, the terms of the June 2022 Benchmark Module will apply to the Protocol Covered Documents which are also Amendment Covered Documents covered by the USD ISR Bilateral Amendment Agreement.

If the relevant USD ISR Bilateral Amendment Agreement is the November 2021 USD ISR Bilateral Amendment Agreement, this may result in (i) further amendments being made to documents that were already amended by the November 2021 USD ISR Bilateral Amendment Agreement (to the extent the 2000 Definitions are incorporated in those documents and/or generic references to the USD LIBOR Swap Rate are included) and (ii) additional documents that were not previously amended by the November 2021 USD ISR Bilateral Amendment Agreement being Protocol Covered Documents pursuant to the June 2022 Benchmark Module.

If the relevant USD ISR Bilateral Amendment Agreement is the June 2022 USD ISR Bilateral Amendment Agreement, this will not result in any changes being made to documents that have already been amended pursuant to the June 2022 USD ISR Bilateral Amendment Agreement. However, certain additional documents may be Protocol Covered Documents but not Amendment Covered Documents pursuant to the June 2022 USD ISR Bilateral Amendment Agreement due to the inclusion of certain agency documentation and other industry master agreements within the scope of the June 2022 Benchmark Module. Those additional documents will be amended in accordance with the June 2022 Benchmark Module notwithstanding that they are not amended pursuant to the June 2022 USD ISR Bilateral Amendment Agreement.

**14. Are novated transactions amended by the June 2022 Benchmark Module?**

If a Transaction that is documented pursuant to an in-scope Confirmation (i.e. a Confirmation that would be a Protocol Covered Document pursuant to the June 2022 Benchmark Module but for the fact that it is not entered into between two Adhering Parties) is novated such that it becomes a Transaction between two Adhering Parties (i.e. the

[1] While the type of confirmations covered are identical, the actual scope of documentation may differ for one of the following two reasons: (1) the June 2022 Benchmark Module covers in-scope Confirmations entered into by an Agent which are not covered by the June 2022 USD ISR Bilateral Amendment Agreement; and (2) the June 2022 Benchmark Module covers certain master agreements in addition to the ISDA Master Agreements which are not covered by the June 2022 USD ISR Bilateral Amendment Agreement unless expressly included in the definition of "Relevant Master Agreement".

remaining party and the transferee for the novated Transaction are Adhering Parties) and the novation date is after the Implementation Date for those Adhering Parties, it will not include the amendments contemplated in the June 2022 Benchmark Module notwithstanding that it becomes a Transaction between two Adhering Parties, unless specific language is included in the novation agreement to incorporate the amendments contemplated by the June 2022 Benchmark Module and the 2021 Fallbacks Protocol in that Transaction.

If the parties use the form of the ISDA 2002 Novation Agreement to document the novation process, the parties could include the amendments contemplated by the June 2022 Benchmark Module and the 2021 Fallbacks Protocol by including the following wording:

*"The [Remaining Party][2] and the Transferee agree that, with effect from and including the Novation Date, (i) the terms of the June 2022 Benchmark Module published by ISDA on June 15, 2022 (the "**June 2022 Benchmark Module**") and the 2021 Fallbacks Protocol published by ISDA on December 16, 2021 (the "**2021 Fallbacks Protocol**") are incorporated into and apply to each New Transaction, (ii) [the Remaining Party and the Transferee will each be deemed to be an 'Adhering Party' with respect to the June 2022 Benchmark Module as between themselves][3] and (iii) references in the June 2022 Benchmark Module and the 2021 Fallbacks Protocol to a 'Protocol Covered Document' will be deemed to include references to each New Transaction."[4]*

If a Transaction documented pursuant to a Confirmation that is a Protocol Covered Document and that has been amended by the terms of the June 2022 Benchmark Module (e.g. by virtue of being entered into between two Adhering Parties prior to the Implementation Date for those Adhering Parties) is later novated, it will continue to include the amendments contemplated in the June 2022 Benchmark Module irrespective of whether the transferee is an Adhering Party or not.

**15. Do the amendments made by the June 2022 Benchmark Module constitute a "Spread Provision" (as defined in the ISDA 2014 Collateral Agreement Negative Interest Protocol published on May 12, 2014 by ISDA)?**

Paragraph 6 of the June 2022 Benchmark Module provides that the amendments made by the June 2022 Benchmark Module do not constitute a "Spread Provision" (as defined in the ISDA 2014 Collateral Agreement Negative Interest Protocol published on May 12, 2014 by ISDA) (the "**Negative Interest Protocol**"). Therefore, if parties have adhered to both the

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2 This language assumes that one party is a Remaining Party rather than a four-way novation agreement where there are two Transferors and two Transferees.

3 This language in brackets is not required if the Transferee and the Remaining Party are each already Adhering Parties.

4 If this language is used, the parties should consider whether it is necessary to include additional language addressing a scenario where each of the parties subsequently adheres to the June 2022 Benchmark Module (or, if one party has already adhered, if the other party subsequently adheres) and any resulting inconsistencies.

Negative Interest Protocol and the June 2022 Benchmark Module, the provisions of the June 2022 Benchmark Module will not prevent the Negative Interest Protocol from applying.