

### Tariff Scale

(With effect on and from Apr 11 2022)

| <b>Currency</b>  | <b>Applicable Rate</b>  |
|------------------|---|
| USD              | Either:<br>(a) Term SOFR (as defined in Schedule 1) plus (i) the Margin and (ii) if applicable, the Credit Adjustment Spread;<br>(b) Compounded SOFR in Advance (as defined in Schedule 3) plus (i) the Margin and (ii) if applicable, the Credit Adjustment Spread;<br>(c) USD PRIME quoted by the Bank from time to time plus the Margin; or<br>(d) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable). |
| GBP              | Either:<br>(a) Term SONIA (as defined in Schedule 2) plus (i) the Margin and (ii) if applicable, the Credit Adjustment Spread;<br>(b) Compounded SONIA in Advance (as defined in Schedule 4) plus (i) the Margin and (ii) if applicable, the Credit Adjustment Spread; or<br>(c) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable).  |
| JPY              | Either:<br>(a) Compounded TONAR in Advance (as defined in Schedule 5) plus (i) the Margin and (ii) if applicable, the Credit Adjustment Spread; or<br>(b) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable).   |
| CHF              | (a) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable).   |
| HKD              | Either:<br>(a) HKD PRIME quoted by the Bank from time to time plus the Margin;<br>(b) HIBOR quoted by the Bank in the Hong Kong Interbank Hong Kong Dollar Market and known as "Hong Kong Interbank Offered Rate" plus the Margin; or<br>(c) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable).  |
| CNY              | Either:<br>(a) CNY PRIME quoted by the Bank from time to time plus the Margin;<br>(b) CNY HIBOR quoted by the Bank at Reuters (Code: "BCHN") and Bloomberg (Code: "BOCH") plus the Margin; or<br>(c) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable).  |
| EUR              | Either:<br>(a) EURIBOR administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) plus the Margin; or<br>(b) A fixed rate or such other rate, in each case, as specified or determined by the Bank from time to time, plus the Margin (if applicable).  |
| Other currencies | Such rate as specified or determined by the Bank from time to time, plus the Margin (if applicable).  |

#### **1. Interest**

1.1 Where a document ("**Relevant Document**") refers to interest being calculated pursuant to this Tariff Scale in relation to any particular facility, loan, utilisation, drawing, drawdown, financing or advance (however described) ("**Utilisation**"):

- (a) Bank of China (Hong Kong) Limited (the "**Bank**") may calculate and charge interest on such Utilisation denominated in a currency listed in the table set out above (the "**Rate Table**") by applying the applicable rate set out opposite such currency (the "**Applicable Rate**"); and
- (b) The provisions of this Tariff Scale shall apply to such Utilisation.

- 1.2 Where two or more Applicable Rates are set out in the Rate Table for any particular currency, the relevant Applicable Rate shall be that as specified in the Relevant Document or as otherwise agreed between the Bank and the applicant or customer (“Customer”).
- 1.3 Nothing herein or in the Relevant Document shall prevent the Bank and the Customer agreeing to a different interest rate, and such separately agreed interest rate shall prevail over the Applicable Rate under the Rate Table or as set out in the Relevant Document.
- 1.4 If requested by the Customer in respect of an Interest Period, the Bank shall notify to the Customer the applicable rate of interest relating to a Utilisation for the relevant Interest Period.
- 1.5 Notwithstanding any other provision in the Relevant Document to the contrary, the Bank may (in its discretion) specify and determine:
- (a) the length of an Interest Period;
  - (b) the day on which an Interest Period shall commence and/or end; and
  - (c) notwithstanding the length of any such Interest Period, the day on which all accrued interest for such Interest Period (or multiple Interest Periods) shall be paid.
- 1.6 If an Interest Period would otherwise end on a day which is not a business day in Hong Kong, that Interest Period will instead end on the preceding business day in Hong Kong.
- 1.7 Any interest, commission or fee accruing will accrue from day to day and the amount of any such interest, commission or fee is calculated on the basis of the actual number of days elapsed and a year of 360 or 365 days (as the case may be, for the relevant currency) or otherwise in accordance with market practice for the relevant currency.
- 1.8 If a Market Disruption Event occurs in relation to a Utilisation for any Interest Period, the rate of interest on such Utilisation for such Interest Period shall not be calculated on the basis set out in Clause 1.1 above, but shall instead be the percentage rate per annum which is the aggregate of:
- (a) the Margin; and
  - (b) the Cost of Funds in respect of that Interest Period.
- 1.9 If, for any reason whatsoever, any Applicable Rate (or any component thereof) (i) is not or will cease to be available, temporarily or permanently, (ii) in the opinion of the Bank ceases to be representative, or (iii) in the opinion of the Bank is no longer appropriate for the purposes of calculating interest on the Utilisation, the Bank reserves its absolute right to review and amend the interest rate for the Utilisation without prior notice. The Bank shall notify the Customer as soon as such interest rate has been amended.
- 1.10
- (a) The Bank may round to two decimal places, with 0.005 being rounded upwards or, in the case of amounts in JPY, round any decimals upwards to a whole number, with any fractions of less than one yen rounded upwards to one yen the aggregate amount of any accrued interest, commission or fee which accrues in respect of each Interest Period (or of any amount equal to that interest, commission or fee) which is, or becomes, payable.
  - (b) To the extent reasonably practicable and taking into account the capabilities of any software used by the Bank for that purpose, the Bank may calculate the amount of interest, commission or fee which accrues in respect of each day in an Interest Period (or of any amount equal to that interest, commission or fee) without any rounding.

## **2. Miscellaneous**

- 2.1 The Bank may vary, amend or supplement this Tariff Scale at any time at its sole and absolute discretion, without prior notice to the Customer. Any such variation, amendment or supplement shall take effect upon the Bank displaying the amended Tariff Scale in the Bank's banking hall or on the Bank's website or by any other reasonably practicable means. Any variation, amendment or supplement shall be binding on the Customer if the Customer does not prepay or repay the relevant Utilisation(s) to which this Tariff Scale applies before the effective date of that variation, amendment or supplement, or if any such Utilisation(s) remains outstanding from the Customer to the Bank on or after the effective date.
- 2.2 To the extent voluntary prepayment or early repayment of the Utilisation is permitted by the Bank:

- (a) the Customer must give to the Bank prior notice of its intention to make such prepayment or repayment (and such prior notice shall not be shorter than such minimum notice period as the Bank specifies from time to time);
- (b) any such prepayment or repayment shall be made together with accrued interest on entire outstanding amount of the Utilisation (including the amount prepaid or repaid) up to the date of prepayment or repayment (as the case may be); and
- (c) the Customer agrees to fully indemnify the Bank against the costs (including break costs) and other liabilities which the Bank may suffer or incur arising from or in connection with such prepayment or repayment (including the re-deployment of the amount prepaid or repaid).

2.3 To the extent (i) the Customer fails to pay any amount payable by it in respect of a Utilisation on its due date or (ii) the Relevant Document provides that the Bank may charge default interest on any overdue amount, the Bank may charge interest on such overdue amount from the due date up to the date of actual payment (both before and after judgment) at:

- (a)
  - (i) for HKD, HKD PRIME quoted by the Bank from time to time plus 6 per cent. per annum;
  - (ii) for USD, USD PRIME quoted by the Bank from time to time plus 6 per cent. per annum; or
  - (iii) for any other currency, a rate which is 5 per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Utilisation for successive Interest Periods, each of a duration selected by the Bank (acting reasonably); or
- (b) the Cost of Funds,

whichever is higher. Any interest accruing under this Clause 2.3 shall be immediately payable by the Customer on the Bank's demand.

### 3. **Definitions and interpretation**

3.1 In this Tariff Scale:

**"Compounded ARR"** means Compounded SOFR in Advance, Compounded SONIA in Advance and Compounded TONAR in Advance.

**"Cost of Funds"** means the cost to the Bank of granting or funding a Utilisation from whatever source the Bank may reasonably select.

**"Credit Adjustment Spread"** means:

- (a) if the Bank specifies that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the Credit Adjustment Spread shall be as specified by the Bank in respect of a currency or Applicable Rate from time to time, including in the relevant Schedule hereto; and
- (b) if the Bank does not specify that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the Credit Adjustment Spread shall be deemed to be zero.

**"Interest Period"** means each interest period in relation to a Utilisation or, if no interest period is specified or otherwise applicable with respect to a particular Utilisation, each period of time during which interest accrues on that Utilisation until such interest is paid or such other period as may otherwise be specified by the Bank (acting reasonably).

**"Margin"** means such margin as specified by the Bank in respect of a currency or Applicable Rate from time to time.

**"Market Disruption Rate"** means in relation to a Utilisation for the relevant Interest Period, the Applicable Rate for that Interest Period less the Margin (if applicable).

“**Market Disruption Event**” means in relation to a Utilisation for the relevant Interest Period, the Cost of Funds in respect of that Interest Period would be in excess of the Market Disruption Rate for that Interest Period.

- 3.2 In this Tariff Scale, unless the context requires otherwise, references to the Bank and the Customer shall include their respective successors, permitted assigns, permitted transferees, personal representatives and any persons deriving title under any of them.
- 3.3 A reference in this Tariff Scale to a page or screen of an information service displaying or publishing a rate shall include:
- (a) any replacement page of that information service which displays or publishes that rate; and
  - (b) the appropriate page of such other information service which displays or publishes that rate from time to time in place of that information service,
- and, if such page or service ceases to be available, shall include any other page or service displaying or publishing that rate specified by the Bank.
- 3.4 To the extent there is any inconsistency between:
- (a) this Tariff Scale; and
  - (b) any other terms and conditions applicable to the Utilisation (including the other provisions of the Relevant Document),
- this Tariff Scale shall prevail to the extent of that inconsistency as regards the Utilisation.
- 3.5 If the Applicable Rate for any particular Utilisation is based on any Compounded ARR, a “**business day**”, when used in relation to (i) any date for payment or purchase of an amount relating to such Utilisation, (ii) the determination of the first day or the last day of an Interest Period for such Utilisation, or otherwise in relation to the length of such an Interest Period or (iii) any other relevant period with respect to the currency of such Utilisation, shall be construed to include a Banking Day (as defined in the relevant Schedule) relating to that currency or Utilisation.
- 3.6 The English version of this Tariff Scale is the governing version. The Chinese version is for reference only. If there is any inconsistency between the English version and the Chinese version of this Tariff Scale, the English version shall prevail to the extent of such inconsistency.

**Schedule 1**  
**Term SOFR**

This Schedule 1 only applies where the Applicable Rate is based on Term SOFR (as defined below).

The “**Term SOFR**” in respect of a particular Interest Period is the applicable Term SOFR Reference Rate as of the Quotation Day for a period equal in length to the Reference Period, provided that:

- (a) if, on the Quotation Day, no Term SOFR Reference Rate is available for that Reference Period, Term SOFR shall be the Interpolated Rate for a period equal in length to that Reference Period;
- (b) if it is not possible to calculate the Interpolated Rate as aforesaid, Term SOFR shall be the most recent applicable Term SOFR Reference Rate for a period equal in length to that Reference Period which is published as of a day which is no more than three (3) Banking Days before the Quotation Day; and
- (c) if it is not possible to calculate or determine Term SOFR pursuant to the foregoing paragraphs, Term SOFR shall be the Cost of Funds for that Interest Period.

Notwithstanding the above, if the aggregate of Term SOFR (as so calculated or determined) and the applicable Credit Adjustment Spread (if any) is less than zero, Term SOFR shall be further adjusted and deemed to be such a rate so that the aggregate of such adjusted Term SOFR and the applicable Credit Adjustment Spread (if any) is zero. The Term SOFR as so calculated or determined by the Bank shall be conclusive absent manifest error.

Capitalised terms used in this Schedule 1 have the following meaning:

- (i) **Banking Day:** A “**Banking Day**” is any day other than:
  - (a) a Saturday or Sunday; and
  - (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
  
- (ii) **Interpolated Rate:** The “**Interpolated Rate**” in respect of a particular Reference Period is the rate (rounded to the same number of decimal places as the two relevant Term SOFR Reference Rates) which results from interpolating on a linear basis between:
  - (a) the applicable Term SOFR Reference Rate for the longest period (for which that Term SOFR Reference Rate is available) which is less than that Reference Period; and
  - (b) the applicable Term SOFR Reference Rate for the shortest period (for which that Term SOFR Reference Rate is available) which exceeds that Reference Period,

each as of the Quotation Day.
  
- (iii) **Credit Adjustment Spread:** If the Bank specifies that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the “**Credit Adjustment Spread**” shall be the percentage rate per annum as set out in the table below which corresponds to the length of the applicable Interest Period:

| Interest Period  | Credit Adjustment Spread    |
|--|-----------------------------|
| Up to and including one month                              | 0.11448 per cent. per annum |
| More than one month and up to (and including) three months | 0.26161 per cent. per annum |

|  |                             |
|--|-----------------------------|
| More than three months and up to (and including) six months  | 0.42826 per cent. per annum |
| More than six months and up to (and including) twelve months | 0.71513 per cent. per annum |

- (iv) **Quotation Day:** The “**Quotation Day**” means, in relation to any period for which an interest rate is to be determined, two Banking Days before the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Bank in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)), or such other day or time as reasonably determined by the Bank.
- (v) **Reference Period:** The “**Reference Period**” in respect of an Interest Period shall be determined as follows:
- (a) if the Interest Period is less than one month, the Reference Period shall be one month; and
  - (b) in all other cases, the Reference Period shall be a period equal in length to the Interest Period.
- (vi) **Relevant Market:** The “**Relevant Market**” is the market for overnight cash borrowing collateralised by US Government securities.
- (vii) **Term SOFR Reference Rate:** “**Term SOFR Reference Rate**” means the Term SOFR Reference Rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant tenor (before any correction, recalculation or republication by the administrator) published by CME Group Benchmark Administration Limited or its affiliates (or any other person which takes over the publication of that rate).

**Schedule 2**  
**Term SONIA**

This Schedule 2 only applies where the Applicable Rate is based on Term SONIA (as defined below).

The “**Term SONIA**” in respect of a particular Interest Period is the applicable Term SONIA Reference Rate as of the Quotation Day for a period equal in length to the Reference Period, provided that:

- (a) if, on the Quotation Day, no Term SONIA Reference Rate is available for that Reference Period, Term SONIA shall be the Interpolated Rate for a period equal in length to that Reference Period;
- (b) if it is not possible to calculate the Interpolated Rate as aforesaid, Term SONIA shall be the most recent applicable Term SONIA Reference Rate for a period equal in length to that Reference Period which is published as of a day which is no more than three (3) Banking Days before the Quotation Day; and
- (c) if it is not possible to calculate or determine Term SONIA pursuant to the foregoing paragraphs, Term SONIA shall be the Cost of Funds for that Interest Period.

Notwithstanding the above, if the aggregate of Term SONIA (as so calculated or determined) and the applicable Credit Adjustment Spread (if any) is less than zero, Term SONIA shall be further adjusted and deemed to be such a rate so that the aggregate of such adjusted Term SONIA and the applicable Credit Adjustment Spread (if any) is zero. The Term SONIA as so calculated or determined by the Bank shall be conclusive absent manifest error.

Capitalised terms used in this Schedule 2 have the following meaning:

- (i) **Banking Day:** A “**Banking Day**” is any day (other than a Saturday or Sunday) on which banks are open for general business in London.
- (ii) **Interpolated Rate:** The “**Interpolated Rate**” in respect of a particular Reference Period is the rate (rounded to the same number of decimal places as the two relevant Term SONIA Reference Rates) which results from interpolating on a linear basis between:
  - (a) the applicable Term SONIA Reference Rate for the longest period (for which that Term SONIA Reference Rate is available) which is less than that Reference Period; and
  - (b) the applicable Term SONIA Reference Rate for the shortest period (for which that Term SONIA Reference Rate is available) which exceeds that Reference Period,

each as of the Quotation Day.
- (iii) **Credit Adjustment Spread:** If the Bank specifies that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the “**Credit Adjustment Spread**” shall be the percentage rate per annum as set out in the table below which corresponds to the length of the applicable Interest Period:

| <b>Interest Period</b>                                      | <b>Credit Adjustment Spread</b> |
|---|---------------------------------|
| Up to and including one month                               | 0.0326 per cent. per annum      |
| More than one month and up to (and including) three months  | 0.1193 per cent. per annum      |
| More than three months and up to (and including) six months | 0.2766 per cent. per annum      |

|  |                            |
|--|----------------------------|
| More than six months and up to (and including) twelve months | 0.4644 per cent. per annum |
|--|----------------------------|

- (iv) **Quotation Day:** The “**Quotation Day**” means, in relation to any period for which an interest rate is to be determined, the first day of that period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Bank in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days)), or such other day or time as reasonably determined by the Bank.
- (v) **Reference Period:** The “**Reference Period**” in respect of an Interest Period shall be determined as follows:
- (a) if the Interest Period is less than one month, the Reference Period shall be one month; and
  - (b) in all other cases, the Reference Period shall be a period equal in length to the Interest Period.
- (vi) **Relevant Market:** The “**Relevant Market**” is the sterling wholesale market.
- (vii) **Term SONIA Reference Rate:** “**Term SONIA Reference Rate**” means the Term SONIA reference rate administered by Refinitiv Benchmark Services (UK) Limited (or any other person which takes over the administration of that rate) for the relevant tenor (before any correction, recalculation or republication by the administrator) published by Refinitiv Benchmark Services (UK) Limited (or any other person which takes over the publication of that rate).



**Schedule 3**  
**Compounded SOFR in Advance**

This Schedule 3 only applies where the Applicable Rate is based on Compounded SOFR in Advance (as defined below).

The “**Compounded SOFR in Advance**” in respect of a particular Interest Period is the percentage rate per annum as calculated or otherwise determined by the Bank to be the compounded average of the applicable Daily Rate for each day of the relevant Reference Period in accordance with the methodology reasonably determined by the Bank from time to time. For the purposes of calculating or determining the Compounded SOFR in Advance, if any day during the Reference Period is not a Banking Day, the Bank may use the rate applicable to the immediately preceding Banking Day as the applicable rate for any such day which is not a Banking Day. The Compounded SOFR in Advance as so calculated or determined by the Bank shall be conclusive absent manifest error.

Capitalised terms used in this Schedule 3 have the following meaning:

- (i) **Banking Day:** A “**Banking Day**” is any day other than:
- (a) a Saturday or Sunday; and
  - (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
- (ii) **Credit Adjustment Spread:** If the Bank specifies that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the “**Credit Adjustment Spread**” shall be the percentage rate per annum as set out in the table below which corresponds to the length of the applicable Interest Period:

| <b>Interest Period</b>                                      | <b>Credit Adjustment Spread</b> |
|---|---------------------------------|
| Up to and including one week                                | 0.03839 per cent. per annum     |
| More than one week and up to (and including) one month      | 0.11448 per cent. per annum     |
| More than one month and up to (and including) three months  | 0.26161 per cent. per annum     |
| More than three months and up to (and including) six months | 0.42826 per cent. per annum     |

- (iii) **Daily Rate:** The “**Daily Rate**” for any Banking Day is the SOFR for that Banking Day, provided that:
- (a) if SOFR is not available for that Banking Day (“**Relevant Banking Day**”), the Bank may (in its sole and absolute discretion) adopt the SOFR published for the nearest Banking Day preceding the Relevant Banking Day as the applicable Daily Rate for such Relevant Banking Day, provided that any determination of the Daily Rate pursuant to the foregoing shall not be utilised for more than three (3) consecutive Banking Days;
  - (b) if SOFR is not available for that Banking Day and it is not possible to determine the Daily Rate pursuant to paragraph (a), the Daily Rate shall be the Cost of Funds for that Banking Day; and

- (c) if the aggregate of the Daily Rate for that Banking Day and the applicable Credit Adjustment Spread (if any) is less than zero, the Daily Rate for that Banking Day shall be further adjusted and deemed to be such a rate so that the aggregate of such adjusted Daily Rate and the applicable Credit Adjustment Spread (if any) is zero.
  
- (iv) **Interest Period:** Only Interest Periods of one week, or such other period as agreed by the Bank in its absolute discretion, may be selected for Utilisations where the Applicable Rate is based on Compounded SOFR in Advance.
  
- (v) **Reference Day:** The “**Reference Day**” for a particular Interest Period is the day which falls two (2) Banking Days immediately before the first day of such Interest Period.
  
- (vi) **Reference Period:** The “**Reference Period**” in respect of an Interest Period is the period which is X days in length, ending on (and including) the Reference Day, where “X” reflects the number of days in the Interest Period.
  
- (vii) **Relevant Market:** The “**Relevant Market**” is the market for overnight cash borrowing collateralised by US Government securities.
  
- (viii) **SOFR:** “**SOFR**” is the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

**Schedule 4**  
**Compounded SONIA in Advance**

This Schedule 4 only applies where the Applicable Rate is based on Compounded SONIA in Advance (as defined below).

The “**Compounded SONIA in Advance**” in respect of a particular Interest Period is the percentage rate per annum as calculated or otherwise determined by the Bank to be the compounded average of the applicable Daily Rate for each day of the relevant Reference Period in accordance with the methodology reasonably determined by the Bank from time to time. For the purposes of calculating or determining the Compounded SONIA in Advance, if any day during the Reference Period is not a Banking Day, the Bank may use the rate applicable to the immediately preceding Banking Day as the applicable rate for any such day which is not a Banking Day. The Compounded SONIA in Advance as so calculated or determined by the Bank shall be conclusive absent manifest error.

Capitalised terms used in this Schedule 4 have the following meaning:

- (i) **Banking Day:** A “**Banking Day**” is any day (other than a Saturday or Sunday) on which banks are open for general business in London.
- (ii) **Credit Adjustment Spread:** If the Bank specifies that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the “**Credit Adjustment Spread**” shall be the percentage rate per annum as set out in the table below which corresponds to the length of the applicable Interest Period:

| <b>Interest Period</b>                                      | <b>Credit Adjustment Spread</b> |
|---|---------------------------------|
| Up to and including one week                                | 0.0168 per cent. per annum      |
| More than one week and up to (and including) one month      | 0.0326 per cent. per annum      |
| More than one month and up to (and including) three months  | 0.1193 per cent. per annum      |
| More than three months and up to (and including) six months | 0.2766 per cent. per annum      |

- (iii) **Daily Rate:** The “**Daily Rate**” for any Banking Day is the SONIA for that Banking Day, provided that:
- (a) if SONIA is not available for that Banking Day (“**Relevant Banking Day**”), the Bank may (in its sole and absolute discretion) adopt the SONIA published for the nearest Banking Day preceding the Relevant Banking Day as the applicable Daily Rate for such Relevant Banking Day, provided that any determination of the Daily Rate pursuant to the foregoing shall not be utilised for more than three (3) consecutive Banking Days;
- (b) if SONIA is not available for that Banking Day and it is not possible to determine the Daily Rate pursuant to paragraph (a), the Daily Rate shall be the Cost of Funds for that Banking Day; and
- (c) if the aggregate of the Daily Rate for that Banking Day and the applicable Credit Adjustment Spread (if any) is less than zero, the Daily Rate for that Banking Day shall be further adjusted and deemed to be such a rate so that the aggregate of such adjusted

Daily Rate and the applicable Credit Adjustment Spread (if any) is zero.

- (iv) **Interest Period:** Only Interest Periods of one week, or such other period as agreed by the Bank in its absolute discretion, may be selected for Utilisations where the Applicable Rate is based on Compounded SONIA in Advance.
- (v) **Reference Day:** The “**Reference Day**” for a particular Interest Period is the day which falls two (2) Banking Days immediately before the first day of such Interest Period.
- (vi) **Reference Period:** The “**Reference Period**” in respect of an Interest Period is the period which is X days in length, ending on (and including) the Reference Day, where “**X**” reflects the number of days in the Interest Period.
- (vii) **Relevant Market:** The “**Relevant Market**” is the sterling wholesale market.
- (viii) **SONIA:** “**SONIA**” is the SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.

**Schedule 5**  
**Compounded TONAR in Advance**

This Schedule 5 only applies where the Applicable Rate is based on Compounded TONAR in Advance (as defined below).

The “**Compounded TONAR in Advance**” in respect of a particular Interest Period is the percentage rate per annum as calculated or otherwise determined by the Bank to be the compounded average of the applicable Daily Rate for each day of the relevant Reference Period in accordance with the methodology reasonably determined by the Bank from time to time. For the purposes of calculating or determining the Compounded TONAR in Advance, if any day during the Reference Period is not a Banking Day, the Bank may use the rate applicable to the immediately preceding Banking Day as the applicable rate for any such day which is not a Banking Day. The Compounded TONAR in Advance as so calculated or determined by the Bank shall be conclusive absent manifest error.

Capitalised terms used in this Schedule 5 have the following meaning:

- (i) **Banking Day:** A “**Banking Day**” is any day (other than a Saturday or Sunday) on which banks are open for general business in Tokyo.
- (ii) **Credit Adjustment Spread:** If the Bank specifies that the Credit Adjustment Spread is applicable to the calculation of interest on a Utilisation, the “**Credit Adjustment Spread**” shall be the percentage rate per annum as set out in the table below which corresponds to the length of the applicable Interest Period:

| <b>Interest Period</b>                                      | <b>Credit Adjustment Spread</b> |
|---|---------------------------------|
| Up to and including one week                                | -0.01981 per cent. per annum    |
| More than one week and up to (and including) one month      | -0.02923 per cent. per annum    |
| More than one month and up to (and including) three months  | 0.00835 per cent. per annum     |
| More than three months and up to (and including) six months | 0.05809 per cent. per annum     |

- (iii) **Daily Rate:** The “**Daily Rate**” for any Banking Day is the TONAR for that Banking Day, provided that:
  - (a) if TONAR is not available for that Banking Day (“**Relevant Banking Day**”), the Bank may (in its sole and absolute discretion) adopt the TONAR published for the nearest Banking Day preceding the Relevant Banking Day as the applicable Daily Rate for such Relevant Banking Day, provided that any determination of the Daily Rate pursuant to the foregoing shall not be utilised for more than three (3) consecutive Banking Days;
  - (b) if TONAR is not available for that Banking Day and it is not possible to determine the Daily Rate pursuant to paragraph (a), the Daily Rate shall be the Cost of Funds for that Banking Day; and
  - (c) if the aggregate of the Daily Rate for that Banking Day and the applicable Credit Adjustment Spread (if any) is less than zero, the Daily Rate for that Banking Day shall be further adjusted and deemed to be such a rate so that the aggregate of such adjusted

Daily Rate and the applicable Credit Adjustment Spread (if any) is zero.

- (iv) **Interest Period:** Only Interest Periods of one week, or such other period as agreed by the Bank in its absolute discretion, may be selected for Utilisations where the Applicable Rate is based on Compounded TONAR in Advance.
- (v) **Reference Day:** The “**Reference Day**” for a particular Interest Period is the day which falls two (2) Banking Days immediately before the first day of such Interest Period.
- (vi) **Reference Period:** The “**Reference Period**” in respect of an Interest Period is the period which is X days in length, ending on (and including) the Reference Day, where “**X**” reflects the number of days in the Interest Period.
- (vii) **Relevant Market:** The “**Relevant Market**” is the Tokyo interbank market.
- (viii) **TONAR:** “**TONAR**” (the Tokyo Overnight Average Rate) is the uncollateralized overnight call rate (無担保コール O/N 物レート) administered by the Bank of Japan (or any other person which takes over the administration of that rate) and published by the Bank of Japan (or any other person which takes over the publication of that rate).