

Annex 6

Terms and Conditions of the Liquidity Facility

These Terms and Conditions shall form an integral part of the Contribution Agreement between the Contributor (in these Terms and Conditions the **"Borrower"**) and the European Investment Bank (in these Terms and Conditions the **"Lender"**), pursuant to which the Borrower committed to contribute to the EU for Ukraine Fund (the **"Fund"**). The Borrower also entered into a Guarantee Agreement.

Capitalised terms which are defined in the Guarantee Agreement and the Contribution Agreement shall unless otherwise defined herein bear the same meaning in these Terms and Conditions.

IT IS AGREED as follows:

I. The Facility

The Borrower has requested the Lender to make available an uncollateralised credit facility (the **"Facility"**), the proceeds of which shall be used for the purposes of making payments in the event of any Demand under the guarantee provided pursuant to the Guarantee Agreement (the **"Guarantee"**) in the context of the Fund.

II. Total amount of the Facility - Use of the proceeds

- A. The total principal amount of the Facility for the Borrower shall be its Adjusted Key Percentage of EUR 500 000 000 (*five hundred million euro*) (the resulting amount being the Borrower's **"Facility Amount"**). The Adjusted Key Percentage might be adapted pursuant to the provisions of the Contribution Agreement and the Facility Amount shall at all times equal the amount resulting from the Required Proportion. The aggregate total principal amount of all facilities made available to the Unfunded Contributors shall be equal to the aggregate of the Facility Amounts for all Contributors (the **"Aggregate Facilities Amount"**).
- B. The Borrower agrees to use the proceeds of the Facility solely for the purposes of financing payments under the Guarantee.

III. Availability

- A. The Facility will be available in one or more advances (each an **"Advance"** and together the **"Advances"**) until the earlier of (i) the date on which the Fund is terminated in accordance with Article 11 of the Platform Rules and (ii) 30 April 2066 (the **"Availability Period"**).
- B. If, at any time prior to the expiry of the Availability Period if the credit balance on the Dedicated Register of the Borrower on any Business Day is insufficient to discharge in full the portion of a Demand to be paid by the Borrower then the Lender shall finance the Borrower's obligations in relation to such Demand or such amounts by making an Advance to the Borrower for the Advance Period.

"Advance Period" means, in relation to an Advance, the period commencing on its utilisation date (its **"Advance Date"**) and ending on the Advance Repayment Date.

"Advance Repayment Date" means a Payment Date under the Contribution Agreement after the Advance Date of the relevant Advance and means:

- (a) for an Advance in relation to which the Advance Date falls between 31 December in year n-1 (inclusive) and 30 March in year n (inclusive), 15 June in year n;
- (b) for an Advance in relation to which the Advance Date falls between 31 March in year n (inclusive) and 29 June in year n (inclusive), 15 September in year n;

- (c) for an Advance in relation to which the Advance Date falls between 30 June in year n (inclusive) and 29 September in year n (inclusive), 15 December in year n; and
- (d) for an Advance in relation to which the Advance Date falls between 30 September in year n (inclusive) and 30 December in year n (inclusive), 15 March in year n+1.

If an Advance Repayment Date would be a day that is not a Business Day, the Advance Repayment Date shall instead be the following day that is a Business Day.

The Borrower shall not repay an Advance prior to the applicable Advance Repayment Date except with the prior agreement of the Lender.

- C. All amounts due hereunder must, if not repaid earlier pursuant to another provision of these Terms and Conditions, be repaid by 15 September 2066.

IV. Interest Rate

- A. Interest on each Advance shall be payable on the Advance Repayment Date of such Advance at the rate of the EURIBOR for the Advance Period plus the aggregate of: (i) a spread (which may be positive or negative) calculated following the Lender's standard pricing methodology in order to recover e.g. EIB's cost of funding on the capital markets, (ii) standard costs associated with the funding lines such as associated indemnities, expenses, prepayment option spread, internal derivative pricing and other incidental charges; and (iii) a mark-up in respect of its administrative costs of five basis points (0.05%) per annum (the "**Applicable Rate**"). If the Applicable Rate is a negative number, it shall be deemed to be zero. The Bank may also charge on the Facility its standard commitment fee to compensate for the costs including for constituting a buffer of liquidity.

Whereas "**EURIBOR**" has the meaning set out under Schedule 2 (*EURIBOR*) to the Fund Description.

- B. All interest shall be calculated on the basis of a 360 day year and actual days elapsed.
- C. If any amount under this Terms and Conditions is not paid on the date it is due then such unpaid amount shall bear interest at the daily rate of €STR plus a spread of two per cent (2%) per annum floored at zero calculated on a daily basis which interest shall accrue from the date when payment was due until the date of actual payment of such unpaid amount. For this purpose €STR means the euro short-term rate administered by the European Central Bank (or any other person which takes over the administration of that rate) displayed (before any correction, recalculation or republication by the administrator) on page EUROSTR of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate).
- D. For the avoidance of doubt, interest on each Advance shall be payable on the Advance Repayment Date. Interest accrued on each Advance shall not be debited from the Dedicated Register or financed through a new Advance but shall be paid in cleared cash on each Payment Date.

V. Illegality

The Lender may notify the Borrower if it believes it is or will be acting illegally in relation to these Terms and Conditions. The illegality may relate to the performance of the Lender's obligations or the maintenance of these Terms and Conditions, the Facility and, or any or all of the Advances.

If the Lender delivers such notice of illegality, the Facility will be cancelled three (3) Business Days following the date of delivery of the notice to the Borrower. If the Lender certifies that, because of a legal requirement, a change of the applicable laws or regulations, or the interpretation of these rules or because of a new decision made by any relevant authority,

applicable to the Lender, any Advance must be repaid before the relevant Advance Repayment Date, the Borrower agrees to repay it on the date specified by the Lender, which shall not be earlier than fifteen (15) Business Days from the date of such notice, together with the accrued interest and fees due hereunder until the actual repayment date.

VI. Reporting

The Lender shall provide quarterly statements of the outstanding balance and accrued interest under the Facility and the final maturity dates, within fifteen (15) Business Days after the end of each quarter.